

Call-a-Loo Toilet Hire and Sales Pty. (Ltd)

CK: 2012/061760/07

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### STANDARD PORTABLE TOILET RENTAL TERMS AND CONDITIONS

#### **DELIVERY TERMS:**

Shipment of portable unit to customer will be made following the receipt of a completed booking sheet and proof of payment as per quotation.

# **PERIOD OF AGREEMENT:**

The rental agreement will commence on the day that the unit is delivered by Call-a-Loo Toilet Hire & Sales Pty. (Ltd) and terminated on the day that it is removed by Call-a-Loo Toilet Hire and Sales Pty. (Ltd). The customer is responsible for notifying us in writing for termination of services via email. The customer is also responsible for determining the placement of the unit on their site in an accessible area so as not to cause damage or obstruct access while Call-a-Loo Toilet Hire & Sales Pty. (Ltd) delivers, service or picks up the unit.

### **TOILET DAMAGE WHILE ON RENT:**

Any damages incurred during the hire of the units are for the contractors account. The customer will be provided with a quotation to repair or to replace the unit. Under no circumstances is the customer permitted to move the unit to another location without notifying us in writing via email.

### **REPAIRS OF DAMAGE TO STUCTURES OTHER THAN UNITS:**

Should any unit cause damage to the surrounding area, Call-a-Loo Toilet Hire & Sales Pty. (Ltd) is only responsible if this is due to our negligence. It is the site manager's responsibility in determining a suitable placement to minimize the sites exposure to this type of damage.

## **CARE OF EQUIPMENT:**

The customer agrees to provide proper care of portable toilets and to return the unit in good working condition at the end of rental period. The customer shall not perform any modifications, alterations or changes to any unit.

### LOSS OF EQUIPMENT:

In the event the unit is stolen or damaged beyond repair, the customer is responsible for the full purchase cost of equivalent new equipment.

# **DEFAULT:**

Should the customer fail to fulfil their monthly financial obligation to Call-a-Loo Toilet Hire & Sales Pty. (Ltd) for the rental of unit or should the customer fail to return the unit, Call-a-Loo Toilet Hire & Sales Pty. (Ltd) maintains the right to enter upon the premises where the unit is kept, without notice and take possession of and remove it, all without legal process, the customer hereby waving any claims for damages from any such entry, taking or removal. The customers signature on this rental agreement will constitute both their corporate and personal guarantee to Call-a-Loo Toilet Hire & Sales Pty. (Ltd) that its invoice will be paid, unless otherwise agreed to by both the customer and Call-a-Loo Toilet Hire & Sales Pty. (Ltd).

#### INDEMNITY:

The customer agrees not to hold Call-a-Loo Toilet Hire & Sales Pty. (Ltd) responsible for any damages to property or personnel from use or misuse of the rented unit and to comply with all laws, regulations and ordinances, present and future, relating to usage of unit. It is expressly understood and agreed that this is a contract for rental only and that nothing contained in this agreement shall be construed as conveying to the customer any right, title or interest in the equipment other than rental.

### **OTHER CONTRACT STIPULATIONS:**

In consideration of the rental fees, the customer shall have exclusive use of the listed units. Call-a-Loo Toilet Hire &

Sales Pty. (Ltd) reserves the right to terminate this agreement at any time for reasons of misuse or neglect of units and for non-payment of invoices.

Upon completing the booking sheet, making payment and the receiving of the toilets it will be assumed that these terms are understood and accepted by the contractor/customer.

