

Terms & Conditions of Hire

Mammoth Site Storage & Toilet Hire Ltd | Company No. 13045453

Mapledurham Yard, Reading, RG4 7UN

These Terms and Conditions apply to every hire of Equipment from Mammoth Site Storage & Toilet Hire Ltd ("the Company") and, together with the relevant quotation or order confirmation, form the entire Contract between the Company and the Hirer.

1. Definitions & Interpretation

- 1.1 "Company", "we", "us", "our" means Mammoth Site Storage & Toilet Hire Ltd.
- 1.2 "Hirer", "you", "your", "Customer" means the person, firm or company hiring the Equipment, and includes anyone placing an order on their behalf.
- 1.3 "Equipment" means any welfare unit, portable toilet, site storage unit, generator, fencing or other item supplied by the Company on hire, together with its fixtures, fittings and accessories.
- 1.4 "Hire Period" means the period from delivery of the Equipment (or its collection by the Hirer) until it has been returned to, or successfully collected by, the Company.
- 1.5 "Contract" means the hire agreement between the Company and the Hirer, incorporating these Terms and Conditions.

2. Formation & Acceptance of Contract

- 2.1 These Terms and Conditions apply to the exclusion of any other terms the Hirer seeks to impose or incorporate, and prevail over any inconsistent term in a purchase order.
- 2.2 The Contract and these Terms and Conditions are deemed to have been accepted in full on delivery of the Equipment or commencement of the hire, whichever is earlier.
- 2.3 Where a Client Purchase Order is required, it must be quoted at the time of order and must cover the full duration of the Contract.
- 2.4 The individual placing the order warrants that they have authority to bind the Hirer, and personally indemnifies the Company against any loss arising if that authority did not in fact exist.

3. Delivery, Condition & Inspection

- 3.1 The Equipment is supplied clean and in good working order. Photographic evidence of its condition is taken prior to dispatch and retained by the Company as the reference record for any later dispute.
- 3.2 The Hirer must inspect the Equipment on delivery and record any damage, defect or shortfall on the delivery note. Any alleged defect or damage not notified to the Company in writing within 48 hours of delivery shall be conclusively presumed to have arisen after delivery, while the Equipment was in the Hirer's care, custody or control.
- 3.3 Welfare units are delivered with a full water tank and must be returned with a full water tank; a refilling charge applies where this is not the case.

4. Hirer's Responsibilities & Care of Equipment

- 4.1 The Hirer is responsible for the Equipment from the time of delivery until the Company has collected it, or received it back, and confirmed receipt.
- 4.2 The Hirer must ensure the Equipment is secured at all times when not in use, to prevent unauthorised access, vandalism or theft.
- 4.3 The Equipment must not be moved from the position at which it was delivered without the Company's prior written agreement.
- 4.4 Smoking, naked flames and the storage of hazardous or flammable substances are strictly prohibited in or near any welfare unit, storage unit or toilet.
- 4.5 The Hirer must comply with all applicable health and safety legislation and site rules while the Equipment is in its possession or use, and must not permit use of the Equipment by more people, or for purposes, beyond what it was supplied for.

4.6 Generators fitted to welfare units must be run for a minimum of 3 hours per day to maintain the battery charge for lighting; use of any appliance requires the generator to be running. Running an appliance without the generator running, or otherwise operating the Equipment outside these instructions, is treated as misuse for the purposes of Clause 6.

4.7 The Hirer must not remove, deface or obscure the Company's name, signage or asset markings on the Equipment.

5. Insurance

5.1 It is the Hirer's sole responsibility to insure the Equipment, for its full replacement value, against damage, fire and theft for the entire Hire Period.

5.2 The Company strongly recommends the Hirer confirms this cover is in place before delivery. Any damage waiver referenced in a quotation does not remove the Hirer's obligation under this clause, and applies only to the extent, and up to the limit, expressly agreed with the Company in writing.

6. Damage, Loss, Repair & Loss-of-Hire Charges

6.1 The Hirer shall make good to the Company all loss of, or damage to, the Equipment arising during the Hire Period from any cause, fair wear and tear excepted, and shall reimburse the Company's reasonable repair or replacement costs in full, together with any associated collection, transport and assessment charges.

6.2 Loss-of-Hire / Downtime Charges. Where the Equipment is damaged, faulted, soiled beyond normal use, or otherwise rendered unfit for further hire as a result of the Hirer's act, omission, misuse, negligence, or failure to comply with these Terms — including, without limitation, misuse of any appliance, generator or water system, dry-running of equipment, unauthorised modification, or failure to secure the Equipment: (a) the Hirer remains liable for the full daily hire charge for the Equipment for every day it is off-hired, in transit, under assessment, or under repair — from the point the fault or damage occurs until the Equipment is restored to hireable condition and available for re-hire; (b) this charge is payable in addition to, and is not a substitute for, the repair or replacement cost recoverable under Clause 6.1; (c) it applies whether or not the Equipment remains on the Hirer's site during that period — continued possession does not excuse the Hirer from liability for downtime once the unit is no longer fit for use; and (d) where the Company can show a specific third-party booking for that Equipment was lost, cancelled, or could not be fulfilled as a direct result of the damage, the Hirer shall additionally indemnify the Company for that confirmed lost hire revenue, to the extent it exceeds the sums already recovered under this clause.

6.3 On being notified of damage or a fault, the Company may, at its discretion, repair the Equipment in situ, instruct an emergency third-party repair (chargeable to the Hirer), or swap the Equipment for a replacement unit (standard transport charge applies each way). The Hirer remains liable under Clause 6.2 regardless of which option the Company selects.

6.4 If a toilet or unit is blown over, tipped, or otherwise displaced while on hire, the Hirer is responsible for the resulting deep-clean and/or repair charge; where this also renders the unit unfit for hire, Clause 6.2 applies in addition.

6.5 If Equipment is lost, stolen, or damaged beyond economical repair, the Hire Period and full hire charges are deemed to continue until the Company has received payment in full for the current replacement value of the Equipment.

7. Cleaning & Return Condition

7.1 Equipment must be returned in the condition supplied, fair wear and tear excepted. The following charges apply where it is not:

Item	Charge
Toilet deep clean fee	£50
Blockage fee	£500
Welfare unit deep clean fee	£125

7.2 Any cleaning or blockage charge arising from misuse that also renders the Equipment unfit for onward hire is additionally subject to the loss-of-hire provisions at Clause 6.2.

8. Site Access & Servicing

8.1 The Company's equipment must remain accessible at all times for delivery, servicing and collection.

- 8.2** Site toilets are serviced weekly; service days are set by the Company and are subject to change.
- 8.3** Servicing and site visits take place during the Company's working hours of 7am–5pm.
- 8.4** Where the Company cannot access the site due to an obstruction (for example, parked vehicles, building materials or locked gates), the visit will be rescheduled to the following week's normal round, at no liability to the Company.
- 8.5** Waiting time incurred because the Company cannot gain site access at the agreed delivery or collection time is charged at £20 per 15 minutes.
- 8.6** A failed delivery attempt caused by a site access issue incurs a £75 charge.
- 8.7** Where collection is delayed for any reason attributable to the Hirer or site conditions, hire charges continue to accrue at the full daily rate until collection is successfully completed.
- 8.8** A fixed-day collection can be arranged for an additional £75.

9. Off-Hire & Termination

- 9.1** The Hirer must give a minimum of 7 working days' written notice to off-hire Equipment. Hire charges continue to accrue in full until the off-hire date takes effect.
- 9.2** If the Company attends to collect correctly off-hired Equipment but is unable to do so for any reason within the Hirer's control, the hire — and the hire charges — continue until collection is successfully completed.
- 9.3** Hire charges are not suspended for bank holidays, site shutdowns, holiday periods, or Christmas closures.
- 9.4** If the Hirer fails to return, or make available for collection, Equipment as required under this Contract, the Company may recover liquidated damages calculated by reference to each day the Equipment remains outstanding and the Company's resulting inability to hire it to another customer, in addition to any sums due under Clause 6.

10. Payment Terms

- 10.1** Events: 50% payable on booking; the remaining 50% payable the day before delivery.
- 10.2** Site Storage & Site Toilets: 4 weeks' hire payable upfront (unless otherwise agreed in writing), plus all delivery and collection charges, payable in full before the Equipment is delivered.
- 10.3** Non-account customers must pay invoices in full before any booking is confirmed. All deposits are non-refundable.
- 10.4** All customers on active hire must pay by Direct Debit.
- 10.5** Where a payment is overdue, the Company may postpone servicing without any reduction in the Hirer's liability for the full hire charge.
- 10.6** Payments received after the invoice due date incur a late payment fee of £20 or 10% of the invoice value, whichever is greater.

11. Liability & Indemnity

- 11.1** Except as set out in this clause, the Company's total liability to the Hirer arising out of or in connection with the Contract shall not exceed the total hire charges paid under that Contract.
- 11.2** The Company has no liability whatsoever for the Hirer's loss of profit, loss of business, loss of use, loss of production, loss of contracts, or any indirect or consequential loss of any kind, however arising.
- 11.3** Nothing in these Terms excludes or limits the Company's liability for death or personal injury caused by its negligence, for fraud, or for any other liability which cannot lawfully be excluded or limited.
- 11.4** The Hirer shall indemnify the Company in full against all costs, claims, expenses and liabilities arising out of the Hirer's use, misuse, or possession of the Equipment, save to the extent caused by the Company's proven negligence.

12. Force Majeure

- 12.1** The Company is not liable for any failure or delay in performing its obligations where this is due to circumstances beyond its reasonable control, including adverse weather, road closures, vehicle breakdown, or restricted site access.

13. General

13.1 Event toilet hires include only the waste removal service specified in the relevant contract or quotation.

13.2 Title to the Equipment remains with the Company at all times; nothing in the Contract transfers ownership to the Hirer.

13.3 The Company may update these Terms and Conditions from time to time. The version in force at the date of the relevant Contract applies to that hire.

13.4 If any provision of these Terms is held invalid or unenforceable, the remaining provisions continue in full force and effect.

13.5 The Contract is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Acceptance

By accepting delivery of the Equipment, placing an order, or making payment, the Hirer confirms they have read, understood and agreed to be bound by these Terms and Conditions of Hire.