

CONDITIONS OF HIRE

Equipment is in good order & condition and is subject to the Terms & Conditions below.

GENERAL

- These terms and conditions supersede all prior arrangements, written or oral. In the absence of acceptance of these terms and conditions indicated by the signature and returning of this documentation, acceptance of delivery of equipment to the customer will constitute a binding contract comprised of these terms and conditions and any accompanying invoice.
- Definitions: *Equipment* or *Units* refers to any hire equipment provided by Budget Toilet Hire including Showers, Toilets, Hot Water Services and Temporary Fencing Panels. *BTH* refers to Budget Toilet Hire & all staff employed. *Off Run* or *On Run* refers to the trucks scheduled daily route to any particular area.

EQUIPMENT & ACCESS TO EQUIPMENT

- Clear access to equipment (toilet, shower, temporary fencing, hot water service) must be available at all times. It is the responsibility of the hirer to ensure BTH has unobstructed access to sites and units for the purposes of delivery, pick up and servicing/pump out.
- Where regular weekly, fortnightly or other intermittent servicing occurs, if BTH cannot gain access you will receive no service. This includes wet weather, locked gates, fences, parked vehicles and so on. Keys / Combinations for locks can be supplied to BTH for the purpose of Service. If a service is missed due to not having clear access and BTH are required to return to site Off Run, additional services charges will apply at \$98.00 plus GST.
- BTH offers kerb side service only. This means units are placed within access of the service trucks for the purposes of Delivery, Pickup and Servicing. If BTH are required to complete the Delivery, Pickup or Service by entering a property, BTH is not responsible for any damage which may be caused while doing so.
- If BTH are required to enter a property in order to complete Delivery, Pickup or Service (or for any other requirement) and vehicle and/or equipment are placed at risk by unsuitable site or access to site, the hirer shall bear all costs involved in obtaining removal of vehicle and equipment from site, including delays, and will be invoiced accordingly. At no time is BTH responsible for any damage to any private property in retrieving vehicles and equipment.
- Equipment is not to be removed from sites or to be relocated on sites by the Hirer(s). Toilets & Showers are not to be used for storage.
- If there is a breakdown or failure of the equipment the Hirer(s) shall notify BTH immediately for the appropriate repairs to be actioned.
- When installing or removing temporary fencing panels (and the included components being blocks & clamps) if BTH cannot gain vehicular access to within 30m of site, labour charges will apply at a rate of \$120.00 per hour, charged in 15-minute increments.

ON SITE DELAYS

If, through no fault of BTH, the service vehicle is delayed on site during the Delivery, Pickup or Service process due to lack of access, or for any other reason, you will be billed at a rate of \$120.00 per hour plus GST, charged in 15-minute increments.

SERVICES, CLEANING & RELOCATION

- Services involve pumping out of tanks and general cleaning of units. They are completed on normal scheduled service runs fortnightly, unless other arrangements have been made. Weekly services can be provided at an additional cost. Any services required outside of the normal schedule will incur an additional charge of \$98.00 plus GST.
- Equipment can be relocated on site on your regular service run for a cost of \$40 plus GST. Equipment can be relocated on site off run by arrangement – additional fees will apply. For relocation of temporary fencing, labour charges will apply.
- No foreign objects are to be placed in the toilet systems. An additional cleaning fee will be applicable if foreign objects are located. Foreign objects include, but are not limited to, clothing, bottles, cans, plastic bags, food wrappers/boxes, full or partial toilet rolls, towels & needles.
- Excessive cleaning, when required on returned equipment, will incur additional charges of \$180.00 plus GST and consumables.

PUBLIC LIABILITY

Hirer is responsible for all Insurances, including Public Liability, on all sites.

DAMAGE WAIVER

- The Hirer(s) shall be responsible for any loss or damage to the equipment for any reason whatsoever, except damage by reasonable wear and tear, unless Damage Waiver has been paid.
- Damage Waiver is charged at a rate of 14% of weekly hire plus an Excess of up to first \$500.00.
- In the absence of the Damage Waiver being paid the value of the replacement cost of the Equipment (plus GST) is payable to Budget Toilet Hire Pty Ltd as specific below:
 - Fresh Water Flushing Toilet Unit - \$3685.00
 - Ordinary Chemical Toilet Unit - \$2530.00
 - Shower Unit - \$3685.00
 - Hot Water Service - \$650.00
 - Temporary Fencing Panels - \$150.00 per panel, clamp and base set
- Unless indicated otherwise, Damage Waiver will automatically be applied to all hires, with the exception of Event, Party & Weekend Hires. These remain the responsibility of the Hirer(s) at all times.
- In the event of theft, damage or loss to any BTH Equipment while on hire BTH must be immediately notified via phone or email of the details. In the event of theft, a police report must be immediately made by the Hirer(s) and the details, along with the report event number, passed on to BTH.
- In the instance where Equipment is tipped over, Damage Waiver does not apply. All Services & Call Out costs will be charged to the Hirer(s).

ACCOUNTS & PAYMENTS

- Invoices & Statements are provided Monthly or at End of Hire. These are emailed out unless postage is requested – postage charged at an additional fee of \$2.00 per month plus GST. It is the Hirer(s) responsibility to check for receipt of invoices & statements.
- **Our payment terms are 14 Days.** Payment on all invoices rendered by BTH must be made in full on or before 14 days of receipt by the Customer, unless other arrangements have been made.
- Payments can be made in the following ways:
 - **Cheque** to postal address
 - **Cash** to main office
 - **Direct Deposit** to BSB 032505 and Account 210595, using your account name or invoice number as reference
 - **Credit Card** to main office or via phone – incurs 1.5% surcharge
 - **Credit Card Held – if invoices are not paid within 14 days, you will be considered as being in default, and applicable account charges will be processed onto the supplied credit card and credit card fee applies**
- Fees apply on all overdue invoices. Minimum fee applies of \$30.00 per month per unpaid invoice. 4-6 invoices incur \$60.00 per month. 7 plus invoices incur \$100.00 per month plus GST. If accounts continue to remain unpaid, units will be removed from site and accounts charged a pick-up fee at a rate of \$120.00 per hour plus GST for removal of unit.
- Debt Collection Fee: Minimum fee of \$495.00 plus all recovery fees of Debt Collector.
- Unless Hirer(s) hold an existing account, accounts are not provided for Event, Party & Weekend Hires – these must be paid upon delivery or pre-paid prior to the event.
- To open an account with BTH we require the following details for consumer customers: name, postal/home address, contact phone, email and credit card details for security. Your information is held in the strictest confidence & is protected under The Privacy Act (1988). Business customers are required to complete and return a Credit Application with all relevant details – a copy of this can be found on our website or by contacting our office.

CANCELLATION

- Cancellation Fees: a cancellation fee may be charged where a booking has been made and the Hirer(s) cancels the booking without reasonable notice, when a BTH vehicle is on route to make the delivery, or upon failure to take delivery of the booked equipment. The quoted delivery fee will be charged & is still payable.
- There are no cancellation fees applicable for our Event, Party & Weekend Hires prior to the day of delivery. Cancellation upon delivery day requires 50% payment or cancellation upon attempted delivery requires full payment.

OFF-HIRE & COLLECTION OF EQUIPMENT

- Equipment remains on hire until such time that you advise our office via phone, email or in person in normal office hours (with the exception of Event, Party & Weekend Hires which are picked up as soon as possible after the event/weekend).
- Pick up is completed on our normal service runs only. If collection is required outside our normal runs additional charges will apply. Upon pickup if access to equipment cannot be gained, equipment will remain on hire until such time as BTH can gain access to site for collection and additional pickup fees may apply.