

Terms and Conditions



These Terms and Conditions are the standard terms of hire from Matthew Candy t/as MC Event Loos ("**Company**"), a business based at Red Lodge, Lucerne Close, Royal Wootton Bassett, Swindon, Wiltshire, SN4 7JQ.

1. Definitions

1.1. In these Terms & Conditions, the following definitions apply:

"Booking Fee"	means the booking fee, as applicable, as set out in the Quote, against default by the Hirer of payment of any Charges or any loss of or damage caused to the Equipment.
"Charges"	the fee(s) payable by the Hirer under the Contract for the provision of the Equipment and Services.
"Contract"	means the Contract for the hire of the Equipment or supply of Services under these Terms and the Booking Form.
"Equipment"	means the Equipment the Company supplies on hire per these Terms.
"Hirer"	means the person or business (including their employees, agents, or assigns) hiring the Equipment.
"Parties"	means the Company and the Hirer, and 'Party' shall mean either.
"Period of Hire"	is the period between the delivery/installation and the collection/dismantling of the Equipment, as agreed upon and documented in the Quote.
"Quote"	means the Booking Form or other communication which sets out the key variable details of the Contract, including, as applicable, any Booking Fee, the Hire Period, Charges, quantity and description of the Equipment or Services and payment dates. Or, if there is none, the record of such details made by the Company at the time of taking the Hirer's order.
"Services"	means the installation, emptying or servicing of the Equipment at such intervals as may be agreed in the Contract.
"Site"	the location to where the Equipment is delivered.
"Terms"	means the terms of hire of Equipment and Services set out in this document and includes any special conditions agreed in Writing between the Parties in the Booking Form.
"Writing"	includes electronic mail and comparable means of communication.

1.2. The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of Hire

2.1. Any quotation given by the Company shall not constitute an offer and is only valid for a period of fourteen (14) from its date of issue.

- 2.2. The Company will provide a quote assuming that the Site is flat and level, free from trees and overhead obstructions, with suitable access for the Equipment and delivery/collection vehicle.
- 2.3. The Hirer's acceptance of the Company's Quote constitutes an offer by the Hirer to hire the Equipment or accept the Services under these Terms.
- 2.4. The Company reserves the right at any time to vary any quotation or part thereof or to refuse acceptance of any order without assigning any reason for such refusal.
- 2.5. The order shall only be accepted when the Company confirms in Writing their acceptance of the order, at which point and on which date the Contract shall come into existence ("**Start Date**").
- 2.6. It is agreed that the terms set out in the Quote and these Terms constitute the total Contract made between the parties and that no variation or modification of this Contract shall be effective unless agreed by both parties in Writing.
- 2.7. Any illustrations, descriptions, and imagery either displayed on the Company's website, in marketing materials (both offline and online), price lists or others are intended merely to present a general idea of works and services provided by the Company. No part of these shall form part of any contract.
- 2.8. These Terms apply to the Contract to the exclusion of any other terms that the Hirer may seek to impose or incorporate or which are implied by trade, custom, practice, or course of dealing.
- 2.9. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in Writing by the Company or a person authorised to sign on the Company's behalf.
- 2.10. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

3. The Equipment

- 3.1. The Equipment is offered subject to it being available for hire.
- 3.2. The Company reserves the right to provide Equipment similar or comparable to that ordered by the Hirer.
- 3.3. The Company can only take responsibility for the fitness of the Equipment for the Hirer's requirements if the Hirer supplies the Company with complete and correct information and if the Hirer complies with the Company's written recommendations.
- 3.4. In the absence of an express request for hot water facilities as part of the Equipment, the Company will provide cold water facilities only.
- 3.5. The quantity and description of the Equipment or Services shall be as set out in the Contract.
- 3.6. The Hirer acknowledges that the Company is not an events management company and that any advice given regarding the quantity of Equipment required for an event run by the Hirer is guidance only and does not form part of the Contract.
- 3.7. The Equipment shall always remain the property of the Company. Unless otherwise agreed in Writing, the Hirer must not deal with the ownership of, nor sell, sub-hire, abandon or otherwise dispose of the Equipment.
- 3.8. No naked flames, such as candles, are to be used in any of the Equipment.

4. Hire Periods

- 4.1. All Equipment must be made available for collection, in an acceptable condition, at or before the time agreed. If the Equipment is not in a satisfactory condition, the Hirer will be liable for an additional cleaning Charge.

- 4.2. The Hirer agrees that the Period of Hire and numbers utilising the Equipment will not exceed the information provided to the Company. The Hirer will be liable if any equipment malfunction occurs because of misrepresentation.
- 4.3. For each day or part day it remains outstanding, the Hirer will be charged the daily hire rate for each outstanding item or the total consequential losses attributable to its late return.
- 4.4. Should any extension to the hire be required, the Hirer must apply to the Company before the end of the agreed Period of Hire for such an extension. The Company is not obliged to extend the hire period.
- 4.5. The Company is entitled to remove any equipment which it believes is in danger of causing injury to any person(s) or may become damaged due to misuse.
- 4.6. Extra Charges will apply if a Tanker is required for emptying the Toilet(s) on Site; please call for a Quote.

5. Delivery, Installation and Servicing

- 5.1. The Company will deliver the Equipment on the delivery date, ensuring it is clean and in good working order and collect on the agreed collection date at the time arranged. Any dates specified by the Company for delivery or collection are intended to be an estimate, and time for delivery shall not be made of the essence. If no dates are specified, delivery or collection will be within a reasonable time.
- 5.2. The Hirer is responsible for ensuring that the Site is available, in a suitable condition and has access for commercial vehicles at the time agreed for delivery. Access includes ensuring gates are wide enough to allow access for the Equipment as per the sizings listed below.
- 5.3. The Company will not be responsible for making good or repairing any damage to the Site unless caused by the Company's negligence.
- 5.4. Unless otherwise stated in the Quote, The Company will install and test the Equipment supplied at the Site.
- 5.5. The Hirer is responsible for signing a completed delivery note after consultation with a Company representative once the Equipment has been installed. In signing this delivery note, the Hirer agrees to abide by any instructions provided. If the Hirer is not present to sign the delivery note, the Company will do this on their behalf, and a copy will be left for the Hirer's reference.
- 5.6. Additional charges will apply should the Hirer request the Equipment be moved after installation is complete.
- 5.7. Where delivery or collection cannot be completed because of a lack of access at the Site, the Hirer shall still be liable for all agreed Charges and any additional costs incurred completing the delivery or collection.
- 5.8. The Company requires at least 24 hours' notice to arrange collection for open-ended hire.
- 5.9. For long-term hire contracts, the Charges include a weekday service during working hours unless otherwise specified. A regular service is guaranteed as long as access is available, and the unit needs to be within 6m of unobstructed vehicular access.
- 5.10. Service days vary for operational reasons and will not be undertaken on a set day at a specific time. If the Hirer requires the Company to be on Site on a particular day or time, this will be priced based on a one-off site visit.

6. Charges and Payment

- 6.1. The Charges stated in the Contract do not include Value Added Tax ("VAT"). VAT will be charged at the prevailing rate. The Company's VAT number is GB 233 3860 19. All payments are due in Pounds Sterling.
- 6.2. Unless otherwise agreed, a Booking Fee is payable to confirm the booking. The remaining balance is payable one (1) month before the start of the hire period.
- 6.3. For open-ended hire, invoices will be issued monthly and are payable by the date specified on them.
- 6.4. The Company's preferred method of payment is by Bank Transfer. The Company's bank details are on the invoice. Payment is also accepted by credit or debit card and cheque.
- 6.5. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved, the Hirer remains liable to pay the undisputed part of an invoice within the original timescale detailed.
- 6.6. If payment of the price or any part thereof is not made by the due date, the Company may:
 - 6.6.1. Cancel the Contract or suspend any further provision of the Equipment Hire to the Hirer with immediate effect. Any such period of suspension shall be disregarded for contractual time limits previously agreed for the completion of the Equipment Hire.
 - 6.6.2. Charge interest at 10% per annum on the unpaid amount starting from the day the Invoice becomes overdue until paid, whether before or after any court judgement. Such interest shall accrue daily and be compounded quarterly.
 - 6.6.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to the Hirer. The Company shall be entitled to submit such reminders weekly once the fees have become overdue.
 - 6.6.4. Seek to recover all costs reasonably incurred by the Company in collecting payment of any overdue invoices from the Hirer.

7. Hirer's obligations

- 7.1. The Hirer will be responsible for ensuring that the Site is firm and level, and free from overhead obstructions or underground services, which may suffer damage as a result of the delivery, sitting or collection of the Equipment.
- 7.2. The Hirer will ensure that the Equipment is not moved by anyone other than the Company once installed.
- 7.3. The Hirer is responsible for any loss or damage to Equipment from the time of sign-off of the delivery note. Responsibility reverts to the Company when it returns to the Site for collection or a specific date and time agreed in Writing before the Period of Hire.
- 7.4. Any equipment found damaged or missing during the Period of Hire will be repaired or replaced at the Hirer's expense. No items or objects should be stuck to, fixed to, or suspended from any Equipment. If tape is used anywhere on the Equipment, a minimum charge of £50 may be levied for cleaning any residue.
- 7.5. The Hirer must ensure that appropriate insurance has been arranged for the Equipment.
- 7.6. The Hirer will be responsible for providing an appropriate electricity supply (240 Volt) for the Equipment or advising the Company who can provide a required generator at an additional cost.
- 7.7. Where appropriate, the Hirer will ensure a continuous power supply to the Equipment, particularly in cold weather. The Company will not be held liable for any loss of food or contents of Fridge

Trailers or a malfunction caused by frozen pipes because of a loss of power. Additional charges will apply if the Company is called out to deal with frozen pipes.

7.8. Hand rails are fitted to all Equipment accessed by steps and the Company cannot be held responsible for any injury or damage sustained by the public in or around the Equipment during the Period of Hire.

7.9. If the Company's performance of any of its obligations in respect of the work is prevented or delayed by any act or omission by the Hirer or failure by the Hirer to perform any relevant obligation (Customer Default):

7.9.1. The Company shall, without limiting its other rights or remedies, have the right to suspend the performance of the Services until the Hirer remedies the Customer Default and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays its performance of any of its obligations;

7.9.2. The Company shall not be liable for any costs or losses sustained or incurred by the Hirer or any third party arising directly or indirectly from the Company's failure or delay in performing any of its obligations as set out in this clause 7.9; and

7.9.3. The Hirer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

8. Use, Maintenance and Repair

8.1. The Hirer shall ensure that the Equipment is:

8.1.1. Correctly maintained and kept in good order and condition at all times.

8.1.2. used following any relevant instructions, procedures, permissions, licenses, consents or statutory regulations;

8.1.3. Adequately supervised where the young, elderly or mentally or physically impaired (whether temporarily through the use of substances or permanently) are or are likely to use the Equipment. If the Hirer fails to abide by this clause, they will be responsible for making good any damage or loss to the Equipment and any third party's property resulting from this failure.

8.2. If the Equipment fails to work satisfactorily, the Hirer must notify the Company immediately, ensure that it is not used until the Company has confirmed that it is fit for use, and must not attempt to repair it unless the Company agree to this in Writing.

8.3. Additional Charges will apply for the removal of any graffiti, whether during the Period of Hire or on return of the Equipment.

8.4. Should any Equipment blow over because of bad weather, the cost of any resulting cleaning is the responsibility of the Hirer.

8.5. The Equipment must be returned to the Company in the same condition as when it was delivered to the Hirer (except for fair wear and tear and damage resulting from inherent defects). The Hirer will be given 48 hours to view the Equipment before cleaning or repair after the Company has notified the Hirer of any breach of this clause 8.4. The Hirer is responsible for any costs incurred in cleaning or repairing the Equipment (including any lost hire fee revenue or the cost of obtaining alternative Equipment while the Equipment is out of use).

8.6. Stolen Equipment will be charged to the Hirer at the total replacement value plus any lost hire fee revenue while the Equipment is out of use.

8.7. Ownership of the waste passes to the Company upon collection.

- 8.8. The Hirer must not use or allow the Equipment to be used after the termination of the Hire Period. The Company will be entitled to charge additional Charges and any reasonable expenditure the Company incurs resulting from any such unauthorised use.
- 8.9. The Hirer will not remove, deface, alter or cover up the Company's name plate or mark on the Equipment, which indicates that it is the Company's property.
- 8.10. The Hirer will not remove, deface, alter or cover any notices giving warnings, information or instructions about the use of the Equipment.

9. Warranties

- 9.1. The Company warrants that all Equipment is installed and set up to manufacturers' guidelines and is safe and fit for purpose and 'normal' use. Where required, installations are signed off by competent persons.

10. Siting of Equipment

- 10.1. The Company will site the Equipment to the Hirer's instructions, subject to clauses 5.2 and 7.1 above.
- 10.2. MC Event Loos take no responsibility for any damage caused to gardens, hedges, pipes, cables etc.
- 10.3. For reference. the sizing of the Equipment is as follows:
 - 10.3.1. 3+1 Luxury Units are 5.5m long+ drawbar = 7m, 2.3m wide+ steps and approx. 3m high.
 - 10.3.2. 2+1 Luxury Units are 3.6m long+ drawbar = 4.6m, 1.8m wide+ steps.
 - 10.3.3. 1+1 Luxury Units are 3m long+ drawbar = 7m, 2.3m wide+ steps and approx. 2.9m high.
 - 10.3.4. 3+1 Economy Units are 5.5m long+ drawbar = 7m, 2.3m wide+ steps and approx. 3m high.
 - 10.3.5. 2+1Economy Units are 3.6m long+ drawbar = 4.6m, 1.8 wide+ steps.
 - 10.3.6. 1+1 Economy Units are 3m long+ drawbar = 7m, 2.3m wide+ steps and approx. 2.9m high.
 - 10.3.7. Single Box Units are 1.2m wide x 1.2m deep and approx. 2.3m high.
 - 10.3.8. Disabled Box Units are 1.5m wide x 1.5m deep and approx. 2.2m high.

11. Notice of Consumer Statutory Right to Cancel (Individuals only)

- 11.1. Individuals (not businesses) have a statutory right to cancel within fourteen (14) days of the Start Date as specified in clause 2.5.
- 11.2. Notice of cancellation should be sent to the Company in Writing via post or email.
- 11.3. Notice of cancellation is deemed to be served as soon as it is posted/sent.
- 11.4. If the Hirer has requested that the Period of Hire starts during the fourteen (14) day cancellation period and subsequently wishes to cancel, the Hirer shall pay the Company an amount which is in proportion to the time until the cancellation was communicated to the Company, in comparison with the full coverage of the Contract. The right to cancel will be lost if the Period of Hire is started and completed within the fourteen (14) days cancellation period.

12. Cancellation for Businesses and Consumers after 14 days

- 12.1. For businesses, and individuals after the fourteen (14) day period, cancelling an order will incur the following charges to cover reasonable expenses incurred:
 - 12.1.1. More than four (4) weeks to the period of hire – the value of the Booking Fee
 - 12.1.2. Between one (1) and four (4) weeks before the period of hire – 50% of the total hire charge
 - 12.1.3. Less than one (1) week before the period of hire – 100% of the total hire charge

13. Cancellation (Due to Weather)

13.1. If The event must be cancelled due to severe weather (i.e., yellow/amber weather warning), the following cancellation policies will apply:

13.1.1. Before delivery - 50% of the total hire charge is payable, with any balance kept as a credit on account for future bookings.

13.1.2. Once Equipment is on Site - 100% of the total hire charge is payable (even if units aren't used), as all costs have been incurred.

14. Postponement

14.1. The Hirer may postpone a booking once. Subsequent postponements will be treated as a cancellation, and a new booking fee will be charged.

15. Right of Termination

15.1. The Company reserves the right to terminate the Contract with immediate effect in the event of any of the following:

15.1.1. That the Hirer become insolvent or enter into some form of insolvency arrangement.

15.1.2. That the Hirer suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of the Hirer's business.

15.1.3. That the Hirer (being an individual) dies or, because of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

15.1.4. That, in the Company's opinion, the Hirer's financial position deteriorates to such an extent that their capability to adequately fulfil their obligations under these Terms has been placed in jeopardy.

15.2. If either Party breaches a material provision under this Contract and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

15.3. All notices of termination of the Contract should be submitted to the other Party in Writing.

16. Consequences of Termination

16.1. On termination of the Contract for any reason:

16.1.1. The Hirer shall immediately pay the Company all outstanding unpaid invoices and interest. In respect of Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Hirer immediately on receipt;

16.1.2. The Hirer shall immediately make all of the Company's Equipment available for collection. Until it has been returned, the Hirer shall be solely responsible for its safekeeping and will not use it for any purpose not connected with this Contract;

16.1.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

16.1.4. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17. Limitation of liability

- 17.1. If the Company fails to fulfil any terms of this Contract, its liability is limited to refund or cancellation of the hire charge. The Company shall not be liable for any indirect, special or consequential loss or damage. Any loss or damage caused by the Company, its employees or its agent shall not exceed the amount of the hire charges.
- 17.2. This condition does not apply to death, personal injury caused by negligence or losses arising from fraudulent misrepresentation by the Company.
- 17.3. The Company shall not be liable for any loss or damage to property or Equipment owned by the Hirer or in their care, left in the Equipment.
- 17.4. This indemnification will survive the termination of this Agreement.

18. Events Outside of Our Control (Force Majeure)

- 18.1. Neither Party will be liable to the other for breach of these Terms caused by circumstances beyond the reasonable control of the other Party, including, but without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials (a **Force Majeure Event**).
- 18.2. If a Force Majeure Event continues for a continuous period over 30 days, the Company shall be entitled to give notice to the Hirer to terminate the Contract with immediate effect.

19. Data Protection

- 19.1. "Data Protection Legislation" refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 19.2. All personal information that the Company may collect (including, but not limited to, the Hirers name, postal address, email address and telephone number) will be collected, used and held per the provisions of Data Protection Legislation as defined in clause 19.1.
- 19.3. How the Company collects, uses, and stores personal information is set out in its privacy policy.
- 19.4. In certain circumstances, the Company may pass the Hirer's personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation defined in clause 19.1 and should use and hold the Hirer's personal information accordingly.
- 19.5. The Company will not pass the Hirer's personal information to any other third parties for marketing purposes without obtaining express consent.
- 19.6. The Company may take photographs for its promotional use, which may appear on the Company's social media sites and website. By agreeing to these Terms, the Hirer grants the Company permission. The Company will own and retain the copyright of any image taken.

20. Reporting Faults, Damage, Theft and Complaints

- 20.1. To contact the Company, please telephone 07779 643609 or email at info@mceventloos.co.uk
- 20.2. The Company strives to provide excellent service. Please get in touch with the Company as soon as possible with any concerns. The Company would appreciate every opportunity to resolve any dispute amicably.

21. Other Important Terms

- 21.1. If any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.
- 21.2. The Contract between the Parties for the Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Hirer, without the Company's prior written consent.
- 21.3. No failure or delay by the Company in exercising any of its rights under this Contract means that it has waived that right, and no waiver by the Company of a breach of any provision of this Contract means that it will waive any subsequent breach of the same or any other provision.
- 21.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either Party, the agent of another party for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 21.5. A person who is not a party to the Contract shall not have any rights to enforce its terms.

22. Governing Law and Jurisdiction

- 22.1. This Contract shall be governed by and construed under English Law, and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.