

# The Outhouse

portable bathroom hire

ABN: 16 650 740 737

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## **Rental Terms and Conditions**

The following rental terms and conditions record the agreement between The Outhouse Portable Bathroom Hire (the Contractor) and the customer being the hirer (person, firm or corporation) named on the first page of these rental terms and conditions.

### **1. Definitions and Explanations**

- 1.1 'Goods' means all equipment, units and accessories supplied by the contractor.
- 1.2 'Unit' is the portable bathroom and ensuite
- 1.3 'Hiring Fee' is the total amount payable by the customer to the contractor as agreed via quote.
- 1.4 'Quote' is a prior written pricing agreement provided to the customer from the contractor setting out the anticipated fees for the particular goods to be hired, and the terms of payment to secure the supply and delivery of same to the site.
- 1.5 The Contractor means Keanan and Kylie Catford Trading as The Outhouse Portable Bathroom Hire and includes its employee and representatives.
- 1.6 'Site' is the location for delivery and collection of good and accessories to the Customer as specified in the quote
- 1.7 'IP' is a sewage inspection point.

### **2. Customer Responsibilities**

- 2.1 The Customer accepts all responsibility for goods hired from the Contractor from the time of delivery until the time of collection.
- 2.2 The Customer must at all times use the goods in a proper, safe and careful manner, and only for the purpose that the units were designed for.
- 2.3 The Customer must observe the instructions and or direction of the Contractor for the use and safety of both the goods and the Customer.
- 2.4 Once the unit is delivered and installed, the Customer and the Contractor will examine the unit together to insure that they are in good working condition.
- 2.5 The Customer shall make sure that the unit is cleaned and ready at the time of collection and shall ensure that no harsh cleaning chemicals i.e. White King are to be used whatsoever.
- 2.6 The Customer agrees to pay an additional fee in the event that goods are not returned in the condition as upon delivery. At the commencement of the hire period. The cleaning fee will be imposed at unilateral discretion of the Contractor.

- 2.7 The Customer shall at all times be responsible for a power and water supply and a IP unless otherwise agreed by prior arrangement with the Contractor to. (See unit requirements.)
- 2.8 The Contractor will not take any responsibility for ill working power points, slow water connections and faulty sewage systems.
- 2.9 The Customer is responsible for making sure the location is adequately prepared for delivery of the goods by the nominated delivery time and date. Please note that additional charges will apply in the event the contractor needs to wait whilst the Customer creates suitable access for delivery to be effected

The Customer must at all times use two ply toilet paper only and only two ply toilet paper and human waste shall be flushed down the toilet at any time. Any damaged caused to the macerater due to foreign items being flushed down the toilet will be repaired or replaced at the Customers expense.

### **3. Hiring Fees, Charges and Payments**

- 3.1 The customer agrees to pay all fees and charges to the Contractor.
- 3.2 The customer agrees to pay any extra charges for loss, damage and labour cost pertaining to any relevant repairs, where any such loss or damage is caused through the Customer's negligence.  
Further, the Customer shall be responsible for any damage or loss to the unit or bathroom sustained as a result of the Customer premises faulty septic system, sewerage, power supply, or water supply. In the event, the Customer assumes full responsibility and liability for any faults whatsoever with respect to the septic system, the sewerage system, the power supply and water supply as connected to the unit/bathroom for the duration of the hire period.
- 3.3 Prices are quoted on the hire period as specified on the written quotation provided. Additional hours or days will be charged out accordingly.
- 3.4 A deposit of 50% of the total cost of the booking is required to be paid to the Contractor within 7 days of the booking being made or it will be considered unconfirmed and alternative bookings will be taken. Payment of the booking deposit constitutes also the Customers acceptance of these term and conditions.
- 3.5 If a Customer cancels a booking any money paid is not refundable if cancelled within 30 days of the event. If a customer cancels outside of 30 days the balance of monies paid will be refunded. (minus a \$55.00 cancellation and administration fee. GST inclusive).
- 3.6 Payment can be made by cheque or money order made payable to The Outhouse Portable Bathroom Hire Pty Ltd or by electronic funds transfer.
- 3.7 Full payment will be paid 7 day prior to the event for the hire of the Restroom and at pick up for the hire of the Bathroom.
- 3.8 A minimum 7 day booking period will apply to each bathroom and a minimum of 24hrs will apply to each restroom.
- 3.9 The Customer is full responsible for the behaviour of the people who may use the units and or bathroom during the hire period.

- 3.10 It is a condition of your booking that the unit/bathroom is not to be moved as damage can easily result. Please contact the contractor if you have any special requirements. In the event the Customer causes any damage to the unit/bathroom the Customer will within 7 days make full payment for repairs once advised of the cost.
- 3.11 Damage, breakages, theft and loss are the Customer's responsibility during the hire period. All breakages are to be reported immediately to the Contractor. Damages will be assessed at the Contractor's discretion and costs will be charged to the Customer.
- 3.12 Any maintenance required is to be reported to the Contractor immediately.
- 3.13 Loss— the Contractor takes no responsibility for the Customer's personal property, or for any personal property of its guests.
- 3.14 All prices are subject to change without notice.
- 3.15 All prices quoted include delivery, installation and dismantling costs.

#### **4. Delivery and Pick-up**

- 4.1 The Customer must ensure that the Contractor has free access to the site to deliver, install, inspect, dismantle, collect and remove the unit.
- 4.2 Dogs or dangerous animals must be restrained away from the site while the Contractor is present on site.
- 4.3 The Customer bears the expenses associated with delivery and collection of goods

#### **5. Copyright**

- 5.1 The Customer acknowledges that copyright in all documents and designs disclosed by the Contractor and remains property of the Contractor.

#### **6. Breakdowns and damage**

- 7.1 The Customer must notify the Contractor immediately if the unit is lost, damaged, stolen, breaks down or ceases to operate.
- 7.2 If the unit breaks down or becomes unsafe to use for any reason the Customer must cease all use of the unit and must take all steps necessary to prevent damage to the goods and to themselves.
- 7.3 The Customer must not repair, dismantle or attempt to repair and dismantle the unit.

#### **7. Insurance**

- 8.1 Units are insured whilst on the Contractor's trailer. However during the period of hire the Customer will take full responsibility for any damage to any of the goods hired.

#### **8. Releases**

The Customer hereby releases the Contractor from all or any claims, liability, action, demands, costs and expenses arising from the hire or use of the goods by the customer including, but not limited to:

- 9.1 All property damage, death, injury etc. resulting either directly or indirectly from the use or hire of the goods and any financial loss incurred either directly or indirectly from the use or hire of the goods.