

# TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)

## GENERAL TERMS

### 1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in this agreement.

**“Business Day”** A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**“Commencement Date”** Has the meaning set out in clause 2.2

**“Hire Commencement Date”** The date that the Customer takes Delivery of the Equipment (including Saturdays, Sundays and Bank Holidays).

**“Conditions”** These terms and conditions including the relevant Specific Terms as amended from time to time in accordance with clause 23.

**“Customer”** The person or firm who hires the Equipment and/or purchases the services from Tardis.

**Delivery”** The transfer of physical possession of the Equipment to the Customer at the Site.

**“Deposit”** The deposit amount set out in the Order.

**“Equipment”** The items of equipment listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**“Order”** The Customer’s order for the supply of hire of the Equipment and/or the Services, as set out in the Customer’s purchase order form, or the Customer’s written acceptance of Tardis’ quote, or overleaf as the case may be.

**“Site”** The location as set out in the Order or such other location as the parties may agree in writing.

**“Specific Terms”** The terms and conditions as set out in clause 34 onwards which apply in respect of the specific Equipment hired by the Customer.

**“Rental Payments”** The payments due from the Customer for hire of the Equipment and/or the Supply of the Services, at the prices set out in Tardis’ quotation, or if the quotation has expired, as set out in Tardis’ price list in force at the Commencement Date (Price).

**“Rental Period”** The period of hire as set out in clause 4.

**“Services”** The services as set out in the Order supplied by Tardis to the Customer in accordance with the Service Specification.

**“Service Specification”** The description or specification for the Services provided in writing by Tardis to the Customer.

**“Tardis or We”** Tardis Environmental UK Limited registered in England and Wales with Company number 02581818

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**“Total Loss”** The Equipment is, in Tardis' reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**“Subcontract”** Tardis reserve the right to subcontract work where necessary.

**“VAT”** Value added tax chargeable under the Value Added Tax Act 1994.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.9. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.10. A reference to writing or written includes fax and e-mail save in relation to the service of Notices under clause 27.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12. A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13. References to clauses are to the clauses of this agreement.
- 1.14. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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- 1.15. Where there is inconsistency between the General Terms (clauses 1 to 34) and the Specific Terms, the Specific Terms shall take precedence.

### **2. BASIS OF CONTRACT**

- 2.1. The Order constitutes an offer by the Customer to hire the Equipment and/or purchase the Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when Tardis issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").
- 2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Tardis which is not set out in the Contract.
- 2.4. Any samples, drawings, descriptive matter or advertising issued by Tardis and any description of the Equipment or illustrations or descriptions of the Services contained within Tardis' marketing material are issued and published for the sole purpose of giving an approximate idea of the equipment and/or Services described in them. They shall not form part of the Contract or have contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Any quotation given by Tardis does not constitute an offer, and is only valid for 20 Business Days from the date of issue.
- 2.7. All of these Conditions shall apply to the hire of the Equipment and the supply of the Services except where application to one or the other is specified.
- 2.8. In relation to the order confirmations, where issued to a Customer, the persons returning the order confirmation must be 18 years of age or over.
- 2.9. If any special accreditations are required it is responsibility of the customer to advise on this prior to delivery, as subcontractors don't always mirror full Tardis accreditation.

### **3. EQUIPMENT HIRE**

- 3.1. Tardis shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of this agreement.
- 3.2. Tardis shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Customer's quiet possession of the Equipment where the Equipment remains on the Site. We can only remove wet waste, if sanitary products are

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placed into the toilet, this may cause additional charges for waste to be removed, we recommend for long term use, sanitary bins provided.

### **4. RENTAL PERIOD**

The Rental Period starts on the Hire Commencement Date and shall continue for a period set out in the Order, or until the physical return of the Equipment to Tardis by the Customer or repossession or collection of the equipment by Tardis, whichever is the later.

- 4.1. Each unit is suitable for 7 personnel on site in any 40 hour working week, any further labour would need additional toilets.
- 4.2. Tardis reserve the right to charge a final empty if the usage of the unit wasn't appropriate/as stated or exceeds the above.
- 4.3. Customers may request to suspend the hire, but this must be made in writing to Tardis and it will be at the discretion of Tardis Directors only if this can be honoured.
- 4.4. To meet holiday suspension requirements, any long-term hires must have met the minimum 4 week hire to be eligible for any suspension. Any short term hires are exempt from any suspensions, and full charges would be applicable.
- 4.5. Any agreed suspensions will be subject to the dates laid out by Tardis and not that of the customer.

### **5. RENTAL PAYMENTS AND DEPOSIT**

- 5.1. The Customer shall pay the Rental Payments to Tardis, by either debit or debit card or direct payment to Tardis' bank as follows:
  - (a) For Customer who hold a Tardis credit account, Tardis will issue statements of account monthly, and all amounts payable as shown on the Customer's statement of account shall be paid by the Customer within 30 days from the date of the statement of account;
  - (b) For Customers who do not hold a Tardis credit account, a none-refundable deposit of a minimum 25% of the total value as set out in the order for the Equipment and Services shall be paid on the Commencement Date. The balance shall be paid by the Customer no later than 30 days prior to the Hire Commencement Date or the date of the supply of the Services, whichever is earlier.
  - (c) In the event an electrical hire item is altered on site to be hardwired to site electricity then Tardis will not be responsible for the disconnection and reconnection of a new unit. Site would be required to complete these works, in this event any items left on site to complete an exchange would be added as additional item on hire therefore charges would be added.
    - a. Any potential damages to the equipment caused by hardwiring an item on site would result in applicable charges to the customer.
    - b. Any alterations carried out to the hire item to allow for hardwiring would automatically void any pre hire test certification, therefore any items that fail electrically would be deemed no longer fit for use and chargeable to the hirer.

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- 5.2. Any invoice queries must be made within 7 days of the date of the invoice.
- 5.3. The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 5.4. Where the Customer has paid for the Equipment and/or Services by either debit or credit card, the Customer authorises Tardis to take payment for all other Equipment and/or Services ordered by the Customer from such debit or credit card, where payment for such other Equipment and/or Services has not been made by the Customer on the due date for payment.
- 5.5. Where the Customer chooses to pay by credit card Tardis will make a charge of 5% of the total Price as set out in the Order.
  - (a) We will not except deductions by customers from invoices or amounts owed for donations to charity or any other cause, charitable donations are made at the discretion of the company's Directors, where a decision is made to donate this will be paid directly from Tardis.
- 5.6. No payment shall be deemed to have been received until Tardis has received cleared funds.
- 5.7. Please note no job will not be booked in until funds are in our account.
- 5.8. For same day or additional hours / volumes we will require a credit or debit card payment at the time of requesting, in order to facilitate.
- 5.9. All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.10. If the Customer fails to make any payment due to Tardis under the agreement by the due date for payment, then, without limiting Tardis' remedies under clause 0, the Customer shall pay interest on the overdue amount at the rate of 8.5% per annum above Tardis' bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The customer shall pay the interest together with the overdue amount.
- 5.11. The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Equipment. The Customer shall, on the date of this agreement, pay the deposit amount set out in the Contract to Tardis. If the Customer fails without due cause to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part),

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Tardis shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to Tardis any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period.

- 5.12. For long term hires prices are liable to change at any time, and without notice. Where quotes have been issued these are valid for 30 days from point of issue.
- 5.13. Where the customer requests a "call ahead" on the order, Tardis will try to facilitate this to the best of their ability, but cannot guarantee.
- 5.14. If at the time of calling ahead the service and/or product is cancelled, the full charge is still applicable.
- 5.15. The Price for the Equipment shall, unless agreed otherwise by Tardis, be exclusive of any delivery charges. Further, where Tardis agrees to deliver or collect the Equipment and incurs a highways congestion charge in making the delivery or collection, the Customer shall reimburse Tardis for such congestion charge.
- 5.16. Where Tardis incurs an emissions charge in respect of the Equipment or Services, the Customer shall reimburse Tardis for such emissions charge.
- 5.17. Tardis may charge an abortive charge (of the price stated in the Contract or the costs incurred by Tardis as a result of the Customer's failure to comply with the applicable terms leading to the abortive provision of services or delivery or collection of Equipment) in circumstances where the Customer has not complied with its obligations under this agreement in relation to adverse weather, where Tardis cannot access the site or the Equipment, where in the reasonable opinion of the Tardis driver there is risk of damage to the vehicle or the Equipment.
- 5.18. Customers are advised to insure against cancellations as a result of Covid, we will not refund any deposit or payment if cancelled within 10 days of the delivery date"
  - (a) Tardis will not accept deductions from invoices without prior agreement in writing. Rates deemed "UP TO" will stand full charge, even if part quantities have been delivered or removed, unless agreed otherwise in writing.
  - (b) All damages will be charged at a minimum of 30% of the Cost + any labour and travelling time.
  - (c) Any/All damages found on return will be notified in writing within 72 hours of receipt of the returned goods, detailing repair costs and labour time.

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- 5.19. Tardis reserve the right to pass on any charges for damaged and lost parts valued £50.00 or under on final invoice. This is subject to clause 5.17 where customers will be notified within 72 hours and do not appeal.
- 5.20. Tardis charge additional for any work required out of hours, including evening and weekend work, which is quoted at the time of the request. Normal working hours are 8am to 5pm Monday to Friday.
- 5.21. Any plant which is returned in a condition deeming the plant no longer suitable for hire will need to stay on hire until the purchase order has been received for the replacement cost – if the order is received for the damaged item of plant within 5 days of the notification been sent, the original off hire date will be honoured.
  - (a) Customers must not tamper with fixtures or fittings on hired equipment, tampering will result in charges to put damage right including charges for any down time of equipment suffered as a result of tampering”
  - (b) If an exchange of an electrical item is completed following an on site breakdown, any charges and reports will be notified in due course from the date of the exchange. This will differ depending upon depot and location of the site, as all items have to be returned to the head office for electrical testing and reporting.

### **6. DELIVERY COLLECTION & SERVICE**

- 6.1. Where Tardis has agreed to deliver or collect the Equipment, to or from the site such delivery and/or collection will form part of the service.
- 6.2. Where delivery of the Equipment by Tardis has been agreed, Tardis shall use all reasonable endeavours to effect Delivery by the date and time set out in the Order. Title and risk shall transfer in accordance with clause 10 of this agreement.
- 6.3. The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery, collection or service of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. The Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 6.4. To facilitate Delivery, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously including the materials, facilities, access and working conditions specified in the Order.

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- 6.5. Where Tardis has agreed to deliver the equipment, Tardis allows 30 minutes on Site for delivery. Where Tardis is on Site for more than one hour, through no fault of its own, Tardis shall charge the Customer for such additional time spent at the delivery rates in force at the time of delivery.
- 6.6. Tardis may deliver the equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 6.7. Where Tardis has agreed to deliver the equipment, the Customer must:
  - (a) Provide Tardis with the correct address including the post code for the Site; and
  - (b) Ensure that there is clear access to the Site and the specific area to which the Equipment is to be delivered or off loaded and ensure that there is clear and sufficient access to allow Tardis to perform the Services.
- 6.8. Collection of equipment following "off hire" request. When an item of plant is off hired Tardis will allow up to five working days for the collection to be made. The Five day period will commence the 1st working day after the off hire request is made.
- 6.9. When a hire contract is off hired for collection, should the collection fail and incur an aborted visit/charge and the period of 5 days has lapsed from the off-hire date, Tardis reserve the right to change the off hire date to reflect the new collection date.
- 6.10. Tardis hours of work are 8am to 5pm Monday to Friday, if you require assistance outside of the normal working hours, additional charges will apply.
- 6.11. Please note that we do close down during the Christmas / New Year period and your toilet services won't be carried out as standard. Services are available at a higher charge, if required.

### **7. ADVERSE WEATHER**

- 7.1. It is the Customer's responsibility to inform Tardis, by no later than 9am on the day of Delivery, collection or services, if adverse weather (including temperatures below zero degrees Celsius) is affecting or likely to affect the Site on the date of Delivery.
- 7.2. If the Customer fails to comply with its obligations under clause 7.1 and Tardis is unable to Deliver the Equipment or perform the Services Tardis shall be entitled to charge the full rate as per the Order.



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- 7.3. For Equipment and/or Services that may be affected by temperatures below zero degrees Celsius Tardis reserves the right to alter the Delivery date to a day when temperatures are sufficient to allow the Equipment to work or the Services to be supplied. In those circumstances the Customer shall not be entitled to rescind the Contract.

### **8. DELAY AND NON-DELIVERY**

- 8.1. Subject to the other provisions of the Contract, Tardis shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery, collection or service of the Equipment (even if caused by Tardis' negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract except where such delay exceed 14 Business Days from the estimated date for delivery, in which case the Customer may rescind the Contract.
- 8.2. The quantity of any consignment of Equipment as recorded by Tardis on dispatch from Tardis' place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 8.3. Tardis shall not be liable for any non-delivery of equipment (even if caused by Tardis' negligence) unless the Customer gives notice to Tardis of the non-delivery within 2 days of the date when the equipment would in the ordinary course of events have been received.
- 8.4. The exception in clause 8.3 above shall not apply to circumstances as outlined in clause 7.3.
- 8.5. Any liability of Tardis for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro-rata Contract Rate against any invoice raised for such Equipment.
- 8.6. Where additional costs have been applied for timed arrivals, the delivery of the goods and/or services will take place within one hour, either side from the execution of the Agreement, subject to any unforeseen delays caused by [force majeure events], and charges will still be applicable. If delivery is delayed beyond this period, Tardis shall notify the other party promptly.

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### **9. SERVICES**

9.1. The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with Tardis in all matters relating to the Services;
- (c) provide Tardis, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Tardis;
- (d) provide Tardis with such information and materials as Tardis may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start; and
- (g) keep and maintain all materials, equipment, documents and other property of Tardis ("Tardis Materials") at the Customer's premises in safe custody at its own risk, maintain Tardis Materials in good condition until returned to the Tardis, and not dispose of or use Tardis Materials other than in accordance with Tardis' written instructions or authorisation.
- (h) Customer ensures the waste and confirmed EWC code are detailed prior to collection. Ensure it is non haz toilet waste only. Waste other than non haz toilet waste in the tank is not acceptable and would
- (i) Hire charges will continue for any plant lost/stolen until purchase order received for replacement cost.
- (j) If we arrive on site to collect plant but are unsuccessful in removing any items of plant which are no longer in the same condition as when delivered hire charges will continue until the equipment has been successfully removed – If the plant is deemed scrap the customer will be given the choice to purchase and dispose of how they wish.
- (k) We strongly advise that the items or equipment being serviced is not in use at the time of service, failure to follow this advice could result in damage to equipment or personal injury, Tardis take no responsibility for any spillages, damages or injury sustained as a result of not following this advice.
- (l) It is the responsibility of the company or persons placing orders to establish requirements based on estimated attendance figures for any show/function/event.

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Tardis will not be held responsible for overuse on welfare or toilet facilities where tickets aren't sold to manage attendance, we strongly advise against an open door policy.

- 9.2. Tardis shall supply the Customer, where relevant with a waste transfer ticket. If the Customer requires any further copies of the waste transfer ticket Tardis shall make a charge of £25 for each ticket requested to cover administration costs.
- 9.3. If Tardis' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
- (a) Tardis shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer 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 Tardis' performance of any of its obligations;
  - (b) Tardis shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Tardis' failure or delay to perform any of its obligations as set out in this clause 9.3; and
  - (c) the Customer shall reimburse Tardis on written demand for any costs or losses sustained or incurred by the Tardis arising directly or indirectly from the Customer Default.
- 9.4. Welfare Unit services, will only be carried out if the customer as,
- (a) ensured the cassette has been removed by someone on site
  - (b) relinquished Tardis of any cost and responsibilities for any potential damages to the unit, should they need to undertake directly.

### **10. TITLE, RISK AND INSURANCE**

- 10.1. The Equipment shall at all times remain the property of Tardis, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).
- 10.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("Risk Period") until such time as the Equipment is redelivered to Tardis. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

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- (a) Insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Tardis may from time to time nominate in writing.
  - (b) Insurance for such amounts as a prudent owner or operator of the Equipment would insure for or such amount as Tardis may from time to time may reasonably require to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
  - (c) Insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Tardis may from time to time consider reasonably necessary and advise customer.
- 10.3. All insurance policies procured by the Customer shall be endorsed to provide Tardis with at least twenty 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Tardis' request name Tardis on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 10.4. The Customer shall give immediate written notice to Tardis in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 10.5. If the Customer fails to effect or maintain any of the insurances required under this agreement, Tardis shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 10.6. The Customer shall supply copies of the relevant insurance policies or other insurance confirmation acceptable to Tardis and proof of premium payment to Tardis to confirm the insurance arrangements.

### **11. CUSTOMER'S RESPONSIBILITIES**

- 11.1. The Customer shall during the term of this agreement:
- (a) ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet the requirements set out in Specific Terms for the Equipment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Tardis;

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- (b) take such steps (including compliance with all safety and usage instructions provided by Tardis) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (c) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Hire Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
  - a. where the item has been on hire for 24 months or longer, the customer shall pay all costs associated with exchanging the item, if to replace the item additional equipment is required, i.e. HIAB, Forklifts etc
- (d) Any equipment supplied will be tested and compliant at the time of delivery, any repairs, maintenance, servicing or testing that is required while on hire is chargeable to the customer. This includes but is not limited to; servicing oils, filters, spark plugs, lifting certification, electrical testing, tyres and mechanical parts such as jockey wheels, handbrake cables, pull cords.
- (e) make no alteration to the Equipment and shall not remove any existing component(s) from the unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Tardis immediately upon installation; keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Tardis' prior written consent;
- (f) Keep Tardis fully informed of all material matters relating to the Equipment.
- (g) Keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Tardis' prior written consent;
- (h) permit Tardis or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

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- (i) maintain operating and maintenance records of the Equipment and make copies of such records readily available to Tardis, together with such additional information as Tardis may reasonably require;
- (j) Not without the prior written consent of Tardis, part with control of ( including for the purpose of repair maintenance), sell or off for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge lien or other security interested in respect of it;
- (k) Not without the prior written consent of Tardis, attach the Equipment to any land or building so as to cause the equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Tardis against all Losses, costs or expenses incurred as a result of such affixation or removal.
- (l) ensure that Tardis is able to access the Equipment and remove it from site safely without damage to the land or surrounding buildings at the end of the Contract (howsoever arising);
- (m) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Tardis in the equipment and, where the Equipment has become affixed to any land or building, the customer must take all necessary steps to ensure that Tardis may enter such land or building and recover the Equipment both during the term of this agreement and for reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Tardis of any rights such person may have or acquire in the Equipment and a right for Tardis to enter onto such land or building to remove Equipment.
- (n) Not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the customer shall notify Tardis and the shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Tardis on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation.
- (o) not use the Equipment for any unlawful purpose;

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- (p) ensure that at all times the Equipment remains identifiable as being Tardis' property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (q) deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as Tardis requires, or if necessary allow Tardis or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment.
- (r) Not do or permit to be done anything which could invalidate the insurances referred to in clause 7.
- (s) Be responsible for any fines incurred on the site(s) or access to site(s), in terms of PCN's etc.
- (t) Full aborted charges will also apply should waste other than sewage be found in the waste tank, i.e. waste that is not generated from a toilet i.e. paints / oils / grease etc. This also includes sanitary products and plastic wet wipes. It's the client's responsibility to ensure the waste is pumpable non haz toilet waste only.
- (u) If you require Tardis to provide the emptying service we strongly suggest that you return the waste declaration form prior to the hire, to enable us to source and agree a route for safe and legal disposal with a fully licensed disposal facility. It is the waste producer's responsibility to classify the waste.
- (v) If tanks are required without the waste declaration form being completed please be mindful this may cause delay in tipping, if we can't source a safe and legal route for disposal. Therefore tanks would be placed back on hire until disposal is established.

11.2. The Customer acknowledges that Tardis shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the customer undertakes to indemnify Tardis on demand the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Agreement.

## **12. WARRANTY**

In so far as the Equipment comprises or contains equipment or components which were not manufactured or produced by Tardis, the customer shall be entitled only to such warranty or other benefits as Tardis has received from the manufacturer.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

### **13. LIMITATION OF LIABILITY – Consumer Customers only THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 13.1. We are responsible to you for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 13.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.
- 13.3. If you are a consumer and we are installing the Equipment and/or providing Services in your property, we will make good any damage to your property caused by Us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.
- 13.4. If you are a consumer, under this contract we are only hiring the Equipment and/or supplying the Services for domestic and private use. You agree not to use the Equipment for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **14. LIMITATION OF LIABILITY: Business Customers only THE CUSTOMERS ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 14.1. Without prejudice to clause 14.3, Tardis’ Maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £10,000,000
- 14.2. Tardis shall have opportunity, at their discretion, first remedy or rectify any of its breaches of these terms.
- 14.3. Nothing in this agreement shall exclude or in any way limit :
- (a) Either party’s liability for death or personal injury caused by its own negligence
  - (b) Either Party’s liability for fraud or fraudulent misrepresentation; or
  - (c) Any other Liability which cannot be excluded by law.



## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- (d) Breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory, quality, fitness for purpose and samples); and;
  - (e) Defective products under the Consumer Protection Act 1987
- 14.4. This agreement sets forth the full extent of Tardis obligations and liabilities in respect of the Equipment and is hiring. In particular, there are no conditions, warranties or other terms, express or implied, including as a quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Tardis except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 14.5. Without prejudice to clause 14.3 neither party shall be liable under this agreement for any :
- (a) Loss of profit
  - (b) Loss of Revenue
  - (c) Loss of Business; or
  - (d) Indirect or consequential loss or damage
- In each case, however caused, even if foreseeable.
- 14.6. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms this is caused by an event outside of our control.
- 14.7. An event outside our control means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war (whether declared or not) or threat or disaster, or failure of public or private telecommunications networks.
- 14.8. If an event outside of our control takes place that affects the performance of our obligations under these terms,
- (a) We will contact you as soon as reasonably possible; and
  - (b) Our obligations under these terms will be suspended and the time of performance of our obligations will be extended for the duration of the event outside of our control. Where this affects the delivery of goods and or services, we will arrange a new date, once the event is over.
- 14.9. You may cancel the contract if an event outside of our control takes place and you no longer wish us to provide the goods or service. Please see your cancelation rights under

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

clause 14. We will only cancel the contract if the event outside our control continues for longer than 30 business days in accordance with our cancellation rights.

14.10. This Clause 14 shall survive termination of the Contract.

### **15. TERMINATION – Business Customers only**

15.1. Without affecting any other right or remedy available to it, Tardis may terminate this agreement with immediate effect by giving notice to the Customer if :

- (a) The Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
- (b) the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
- (c) the Customer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company);
- (h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
  - (j) the Customer (being an individual) is the subject of a bankruptcy petition or order;
  - (k) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
  - (l) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(d) to clause 15.1(k) (inclusive);
  - (m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - (n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation
- 15.2. This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 15.3. If the Customer wishes to terminate the Contract it must ensure that:
- (a) Written notice of termination is sent to Tardis' head office (termination through any other means or office will not be sufficient to terminate the Contract or end the Rental Period); and
  - (b) Made during working office hours (8am to 5pm Monday to Friday); and
    - i. Quote the off hire number/Contract reference; and
    - ii. Be made at least 24 hours in advance of the cancellation
- 15.4. Tardis cannot cancel Services pre-ordered for the weekend or outside of normal office hours. In these cases, the customer will still be charged the full amount regardless of notification.
- 15.5. If at the time of cancelling the order, we have despatched or started work in any form, you will pay us any costs incurred or this value will be deducted from any refund you are entitled to. This includes but is not limited to administration costs based on 5% of the order value.
- 15.6. Unfortunately if you cancel an order or equipment and it has already been dispatched and or received. We will not be able to cancel until it is delivered or collected back to us.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

In this case you will have to pay to have the item returned or we will charge a collection fee.

- 15.7. Once we have begun to provide the service to you, you may cancel the contract at any time by providing us with at least 14 working days' notice in writing. Any advance payment you have made that have we have not provided will be refunded to you.
- 15.8. Once we have begun to provide the service to you, you may cancel with immediate effect by giving us written notice if:
- (a) We break this contract in any material way and we do not correct or fix within 14 days of your request.
  - (b) We go into liquidation or a receiver or administrator is appointed over our assets.
  - (c) We change these terms to your material disadvantage.
- 15.9. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

### **16. TERMINATION – Consumer Customers only**

- 16.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) If what You have bought is faulty or misdescribed You may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);
  - (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 16.2;
  - (c) If you have just changed your mind about the Services, see clause 16.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Deliverables;

In all other cases (if we are not at fault and there is no right to change your mind).

- 16.2. If you are ending the Contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to;

## TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)

- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

16.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products or services bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

16.4. You do not have a right to change your mind in respect of:

- (1) services, once these have been completed, even if the cancellation period is still running;
- (2) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- (3) any products which become mixed inseparably with other items after their delivery.

16.5. You have 14 days after the day We email You to confirm We accept Your Order to change Your mind. However, once We have completed the Services You cannot change Your mind, even if the period is still running. If You cancel after We have started the Services, You must pay Us for the Services provided up until the time You tell Us that You have changed Your mind.

16.6. Even if We are not at fault and You do not have a right to change Your mind, You can still end the Contract before it is completed, but You may have to pay Us compensation. A contract for Services is completed when We have finished providing the Services and You have paid for them. If You want to end a contract before it is completed where We are not at fault and You have not changed Your mind, just contact Us to let us know. The Contract will end immediately and We will refund any sums paid by You for Services not provided but We may deduct from that refund (or, if you have not made an advance payment, charge you) an amount equal to the Services provided to that date and any costs we have directly incurred in anticipation of carrying out the Services – for example for materials or tank hire.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- 16.7. To end the Contract with Us, please let Us know by phone to 08007310589 or email address to [info@tardishire.co.uk](mailto:info@tardishire.co.uk) or by post to our Company's registered office address.
- 16.8. If you end the Contract for any reason and our property is still at on hire at your site, you grant us permission to collect them. Depending on the circumstances of your cancellation of the Contract, a collection fee will be applicable, these will vary dependent on geographical location and length of hire.
- 16.9. If You are due a refund then We will make any refunds due to you as soon as possible and within 14 days of your telling us You have changed Your mind.
- 16.10. We may end the contract if You break it. We may end the Contract at any time by writing to You if:
- (a) You do not make any payment to us when it is due and You still do not make payment within 7 days of us reminding you that payment is due;
  - (b) You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Services; or
  - (c) You do not, within a reasonable time, allow Us access to Your premises to supply the Services.
- 16.11. You must compensate Us if You break the contract. If We end the contract in the situations set out in clause 16.10 We will refund any money You have paid in advance for Services We have not provided but We may deduct We may deduct from that refund (or, if you have not made an advance payment, charge you) an amount equal to the Services provided to that date and any costs we have directly incurred in anticipation of carrying out the Services – for example for materials or tank hire.

### **17. CONSEQUENCES OF TERMINATION**

- 17.1. Upon termination of this agreement, however caused:
- (a) Tardis' consent to the Customer's possession of the Equipment shall terminate and Tardis may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
  - (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Tardis on demand:
    - i. all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.9;

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- ii. any costs and expenses incurred by Tardis in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 17.2. Upon termination of this agreement pursuant to clause 15.1, any other repudiation of this agreement by the Customer which is accepted by Tardis or pursuant to clause 15.2, without prejudice to any other rights or remedies of Tardis, the Customer shall pay to Tardis on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less:
  - (a) a discount for accelerated payment at the percentage rate set out in the Payment Schedule; and
  - (b) Tardis' reasonable assessment of the market value of the Equipment on sale.
- 17.3. The sums payable pursuant to clause 17.2 shall be agreed compensation for Tardis' loss and shall be payable in addition to the sums payable pursuant to clause 16.2(b). Such sums may be partly or wholly recovered from any Deposit.
- 17.4. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

### **18. DATA PROTECTION- Business Customers only**

- 18.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 18, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 18.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
- 18.3. Without prejudice to the generality of clause 18.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

### **19. DATA PROTECTION- Consumer Customers only**

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at [info@tardishire.co.uk](mailto:info@tardishire.co.uk)

### **20. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. Along with increasing costs, where normal working conditions have been affected the geographical presence. This will be of immediate effect and no notice given. If the period of delay or non-performance continues for 30 Business Days, the party not affected may terminate this agreement by giving 10 days' written notice to the affected party.

### **21. CONFIDENTIAL INFORMATION**

- 21.1. Each party undertakes that it shall not at any disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 21.2.
- 21.2. Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 21; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 21.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

### **22. ASSIGNMENT AND OTHER DEALINGS**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.



## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

### **23. VARIATION**

Tardis may amend these terms from time to time on giving 30 days written notice. The Customer then has 7 days in which to cancel the Contract if it does not agree to the new terms. .

### **24. NO PARTNERSHIP OR AGENCY**

24.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### **25. FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

### **26. THIRD PARTY RIGHTS**

No one other than a party to this agreement shall have any right to enforce any of its terms.

### **27. NOTICES**

27.1. Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

27.2. Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

27.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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### **28. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **29. RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

### **30. SEVERANCE**

30.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

30.2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **31. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

### **32. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

### **33. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

### **SPECIFIC TERMS**

#### **34. SPECIFIC TERMS APPLICABLE TO THE HIRE OF VACUUM TANKERS ,JET VAC TANKERS ,TANKER TRAILERS AND ASSOCIATED WASTE REMOVAL SERVICES**

- 34.1. The Customer warrants that the waste to be removed is non-hazardous pumpable wet waste. The Customer must sign a "Waste Declaration". Tardis shall not remove any waste until such declaration is signed.
- 34.2. Full aborted charges will apply should waste other than sewage be found in the waste tank, i.e. waste that is not generated from a toilet i.e. paints / oils / grease etc. This also includes sanitary products and plastic wet wipes. It's the client's responsibility to ensure the waste is pumpable non haz toilet waste only
- 34.3. Tardis will not remove any waste other than non-hazardous wet waste from a domestic source, unless the conditions in clause 35 are complied with.
- 34.4. It is the Customer's responsibility to ensure that cess/sewerage waste to be collected by Tardis is pumpable and non-hazardous. Failure by the Customer to comply with this clause 34.3 shall mean Tardis is at liberty to charge the Customer for an costs associated with disposal or the waste and/or cleaning of the Equipment and make an abortive charge.
- 34.5. Hazardous waste (other than sewage) is to be sampled prior to collection by Tardis. The Customer will be responsible for any testing fees which shall be charged in addition to any prices specified in the Order.
- 34.6. Tardis reserves the right to notify the Environment Agency or Water Authorities about any Customers who have not complied with this clause.
- 34.7. Once waste is removed from the container on Site and is in the Equipment, provided it is non- sewage waste, it becomes the property of Tardis. If it is sewage waste it remains the property of the Customer.
  - (a) Tanker trailers will vary from 25,000 litres to 30,000 litres depending on availability.

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- (b) All tankers will carry drain keys ,however should there be a requirement for any other tool to lift man hole covers we must be informed of this in writing at the point of order, full aborted charge will apply if we cannot access a job due to unavailable tools.
  - (c) If the waste starts at a low solids percentage initially but then settles out at a higher sludge content, then we reserve the right to charge 35% on top of the disposal facility charges to Tardis Environmental due to the increased treatment required.
- 34.8. The driver of the tanker may refuse to enter the Site where collection of the waste is to be carried out, where he considers that the Site is unsuitable and may cause damage to the tanker or other equipment owned by Tardis.
- 34.9. Where Tardis:
- (a) cannot carry out a collection of waste due to the unsuitability or inaccessibility of a Site and/or
  - (b) cannot carry out a collection of waste due to the waste being hazardous; and/or
  - (c) cannot carry out a collection of waste due to the waste not being pumpable
- Tardis will charge the Customer for an abortive site call out which may be up to 100% of Rental Payments.
- 34.10. The Customer must provide:
- (a) safe access to and Egress for tanker to nearest working point.
  - (b) safe access to working area for driver/operator.
  - (c) a safe working area for driver/operator.
- 34.11. Tardis allows 30 minutes on Site for waste removal from cess pits, septic tanks, and toilet block tanks. Where Tardis is on site longer than 30 minutes, Tardis will charge the Customer for this additional time in accordance with clause 34.11.
- 34.12. Where a Customer requires a vacuum tanker for a longer period than 30 minutes, the Customer must notify Tardis of the period required in the Order. Charges will be in accordance with clause 34.11.
- 34.13. Tardis shall not be liable to the Customer to pay any waiting time charges.
- 34.14. Where a Customer requires a tanker:
- (a) outside the office hours of 8.00 am to 5.00 pm Monday to Friday, Tardis will charge for the tanker at time and a half.
  - (b) a tanker on a Sunday, Tardis will charge for the tanker at double time and Tardis will also charge the Customer an additional 2 hours for delivery and collection of the tanker.

## TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)

- 34.15. Tardis reserves the right to charge for waste as either weak or standard waste, depending on the waste disposal site readout. Copies of waste disposal readouts are available on request.
- 34.16. Disposal will be charged in relation to the quote you are provided. This can vary between tonnes, gallons etc dependent on the nature of the waste. Any waste found to be outside of the parameters quoted will be subject to a 35% charge on top of the disposal facilities costs.
- (a) When collecting waste on behalf of a customer, if it comes to light when disposing of this waste that it is NOT what the customer specified and we need to find an alternative waste disposal site, then both the storage of the waste, and transport to the correct disposal facility will be chargeable to the customer. High C.O.D levels will be an issue and may result in disposal facility rejection.
- 34.17. Disposal will be charged in relation to the quote you are provided. This can vary between tonnes, gallons etc dependent on the nature of the waste.
- 34.18. Tardis charges a minimum of 1000 gallons of waste removed, whether or not the actual waste removal is less than 1000 gallons.
- 34.19. Tardis accepts no liability for any environmental issues caused by overflowing tanks. All final empties will be supported by final empty documentation which the Customer must check and sign and agree that Tardis have emptied the waste tanks so far as is possible.
- 34.20. Any call outs to tanks that have signed and completed final empty paperwork in place, will be charged at the full rate.
- 34.21. When a Customer orders a final empty, the Customer must ensure that somebody is available at the location of the tank to check and sign the final empty paperwork.
- 34.22. If Tardis arrive on site and there is nobody available on behalf of the Customer to sign the final empty paperwork, Tardis may sign the final empty paperwork on behalf of the Customer.
- (a) Please note that quotes are based on a tanker run, the tanker will be scheduled on a multi drop basis therefore is not a day rate. If a day rate is required please contact us for a day rate quote.
- 34.23. **FINAL EMPTY PROCEDURE** The Customer must complete the following for our driver to fully complete a final empty:
- (a) Disconnect the tank
- (b) Tilt the tank
- (c) Provide clear and free access to every access point on the waste tank

## TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)

- (d) Lock the cabin and ensure it is not used thereafter
- (e) Check the tank before signing the driver's paperwork

34.24. If the tank is not tilted and disconnected when the final empty takes place there may still be waste left in the tank. It is not always physically possible to remove all the waste unless all of the above are adhered to. Tardis will not accept any charges for aborted haulage and return visits will be chargeable.

34.25. **Toilet Final empty charge** – this will only apply if when we collect the toilets they are full and we can't lift them. If the toilets are too full to be collected there will be an aborted collection charge. The final empty charge will then apply, and then a further transport charge will apply to collect the units.

### 35. SPECIFIC TERMS RELATING TO SERVICES FOR THE REMOVAL OF HAZARDOUS WASTE

35.1. For the purpose of this clause 30 "Freight Conditions" means the Freight Transport Association Model Conditions of Carriage by Road in the United Kingdom 1990. same is defined in the Freight Conditions) and shall indemnify Tardis from all losses, liabilities, costs, claims, expenses, proceedings and damages suffered or incurred by Tardis and arising directly or indirectly from any breach by the Customer of such obligations.

35.2. Where Tardis provides the Services itself (and not via a subcontractor) the Customer shall comply with the Freight Conditions in so far as they relate to the responsibilities of the Customer (as the

- i. reject such waste (irrespective of whether such rejection occurs on site or after collection) and return it to the Customer; and
- ii. treat the Customer as having repudiated the contract and in doing so shall be entitled to terminate the Contract and claim for such repudiation; and
- iii. dispose of such waste in such manner as Tardis deems expedient; and in each such case the Customer shall indemnify Tardis in respect of any costs or liabilities suffered or incurred by Tardis in respect thereof.

35.3. Where Tardis provides the Services via a third party subcontractor, the Customer shall comply with the Freight Conditions insofar as they relate to the obligations of the Customer and the consignor (as the same are defined in the Freight Conditions) and shall indemnify Tardis from and against all losses, liabilities, costs, claims, expenses, proceedings and damages suffered or incurred by Tardis and arising directly or indirectly from any breach by the Customer of such obligations.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- 35.4. All quotations and all order acknowledgements issued by Tardis are conditional upon the Customer obtaining the consent of the Environment Agency to the proposed removal of waste which forms the basis of the Contract.
- 35.5. The Customer warrants that all waste to be removed by Tardis pursuant to this Contract shall comply in all respects with the specification in waste declaration form provided by the Customer.
- 35.6. The Customer shall be responsible for identifying and locating the waste to be collected by Tardis and shall indemnify Tardis from and against all losses, liabilities, costs, claims, expenses, proceedings and damages suffered or incurred by Tardis arising directly or indirectly from any breach by the Customer of such obligations.
- 35.7. Where:
- (a) the waste to be removed by Tardis fails to comply with the initial sample provided by the Customer; or
  - (b) the quantity of such waste (or any batch to be disposed of) is in excess of the quantity set out in the specification sheet;
- Tardis reserves the right without incurring any liability to the Customer to:
- i. reject such waste (irrespective of whether such rejection occurs on site or after collection) and return it to the customer ; and
  - ii. treat the Customer as having repudiated the contract and I doing so shall be entitled to terminated the Contract and claim for such repudiation ; and
  - iii. dispose of such waste in such manner as Tardis deems expedient.
- and in each such case the Customer shall indemnify Tardis in respect of any costs or liabilities suffered or incurred by Tardis in respect thereof.
- 35.8. The Customer acknowledges and agrees that Tardis may keep all sums as it may recover from the disposal of waste during the provision of the Services. The Customer waives all and any entitlement it has to any such claims.
- 35.9. The Customer acknowledges and accepts that where it enters into a Contract with Tardis for the emergency removal of hazardous waste, Tardis may not have time to wash out its tankers prior to commencement of the provision of the Services, therefore such tankers may hold waste prior to the commencement of the Services. Where this is the case, the Customer shall reimburse Tardis for the cost of disposal of all of the waste, notwithstanding that this may include the cost of disposing of the waste collected as part of the Contract but also the cost of disposing the waste contained in Tardis' tanker prior to the commencement of the Contract.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- 35.10. Tardis allows a maximum loading time of one hour for loading any container onto Tardis' vehicles. Where loading time exceeds one hour due to no fault of Tardis, Tardis may make an additional charge to the Customer at its hourly rate in force at the time of loading.
- 35.11. The Customer shall ensure that all waste is clearly identifiable and correctly labelled as to its contents and composition.
- 35.12. Tardis may without incurring any liability to the Customer refuse to collect any waste which is not labelled in accordance with the provisions of this condition and Tardis may, after obtaining clarification from the Customer as to the content and composition of the waste, label any waste which fails to satisfy the labelling requirements and the costs incurred by Tardis in doing so shall be paid by the Customer.
- 35.13. The Customer warrants that no waste to be disposed of by Tardis as part of the Services shall be hazardous waste (as defined in accordance with the Hazardous Waste Regulations 2005), unless Tardis has agreed to dispose of hazardous waste.
- 35.14. Where hazardous waste is to be disposed of by Tardis, the Customer shall comply with all statutory requirements relating to such waste disposal and to all procedures that may be required by Tardis in respect thereof.
- 35.15. Tardis shall be entitled at any time to be furnished with or take samples of waste for collection as disposal as it deems necessary for analysis purposes to ensure that such sample conforms with any initial sample provided by the Customer.
- 35.16. The Customer shall not at any time place any notices, insignia or other signs or markings on any container.
- 35.17. The Customer acknowledges and agrees that Tardis relies on the information given by the Customer as to the classification and description of any waste.
- 35.18. The Customer is responsible for providing Tardis with all necessary information required for the completion by Tardis of any consignment note (as defined in the Hazardous Waste Regulations 2005) or other document relating to any waste or specified Service. The Customer shall be responsible for verifying that any consignment note or other documents relating to any waste or Services prepared by Tardis using information supplied by the Customer has been completed accurately.

## **36. SPECIFIC TERMS APPLICABLE TO DRAINAGE EQUIPMENT AND ASSOCIATED SERVICES**

- 36.1. Tardis shall charge for tipping at cost, plus an amount equal to 15% of cost.



## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- 36.2. The price for the drainage Equipment and Services excludes the removal of grout, tar, cement/concrete washings, other heavy scale build-up and roots. Tardis may agree to remove such items but will make an additional payment for such removal.
- 36.3. The Customer acknowledges and accepts that conventional jetting may not remove concrete or grout that may have entered the system either during or after construction and agrees that Tardis shall have no liability where the conventional jetting does not remove such items.
- 36.4. Tardis will not remove broken or damaged covers unless specifically requested by the Customer.
- 36.5. Where the Customer wishes to cancel the drainage Equipment and Services the Customer must provide Tardis with a minimum of 3 Business Days' notice in writing. Any cancellations made by the Customer after this time will be charged by Tardis at the full rate.
- 36.6. If the Services are delayed due to events beyond Tardis' control, Tardis will charge for waiting time at the rate of £95 per hour per crew.
- 36.7. Tardis will charge for abortive Services at the daily rate.
- 36.8. Tardis allows 4 hours on Site for the Services.
- 36.9. The Services have been detailed as accurately as possible according to the information provided by the Customer and any extensions beyond the estimated duration will be charged at the daily rate.
- 36.10. Tardis reserves the right to suspend the Services pending agreement of any variation in the order with the Customer.

### **37. SPECIFIC TERMS APPLICABLE FOR THE HIRE OF ROAD SWEEPERS AND ASSOCIATED SERVICES**

- 37.1. Subject to clauses 37.2 and 37.3, a minimum Hire Period of 2 hours applies to road sweepers.
- 37.2. Quick sweeps are also available on request by the Customer and will be charged at 1 hour's rate.
- 37.3. Where a Customer requires a road sweeper on a Sunday, Tardis may implement a minimum Hire Period in excess of 2 hours.
- 37.4. Subject to clause 37.5, where a Customer requires a road sweeper outside the operating hours of 8.00am to 5.00pm Monday to Friday, Tardis will charge for the road sweeper at time and a half.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- 37.5. Where a Customer requires a road sweeper on a Sunday, Tardis will charge for the road sweeper at double time. In addition to charging for the Hire Period, Tardis will also charge the Customer an additional 2 hours for delivery and collection of the road sweeper.
- 37.6. If waste disposal is not permitted on the Site where the road sweep has taken place, then Tardis may charge the Customer for waste removal at either a part, half or full load.
- 37.7. Tardis reserves the right to refuse to remove certain types of waste.
- 37.8. All Tardis road sweepers are equipped with pressure lances and gulley pipes. The use of pressure lances and gulley pipes may be charged at an increased hourly rate and where this is the case, Tardis will notify the Customer of the increased hourly rate.
- 37.9. Tardis may charge increased hourly rates for emergency call outs. Where this is the case, Tardis will notify the Customer of the increased hourly rate.
- 37.10. The driver of the road sweeper may refuse to enter the Site where the road sweep is to be carried out, where he considers that such Site is unsuitable and may cause damage to the road sweeper or other equipment owned by Tardis.
- 37.11. Where Tardis cannot carry out a road sweep due to the unsuitability or inaccessibility of a site, Tardis will charge the Customer for an abortive site call out.
- 37.12. Tardis accepts no responsibility for any environmental issues caused by the failure of Tardis to carry out the road sweep.
- 37.13. Tardis accepts no responsibility for clean-up charges which arise as a result of a road sweeper leaking oil at the place where the road sweep is to be carried out.

### **38. SPECIFIC TERMS APPLICABLE TO THE HIRE OF PORTABLE TOILETS AND THE PROVISION OF ASSOCIATED SERVICES**

- 38.1. Portable toilets will either be fitted with hand sanitizers or sinks. Unless the Customer specifically requests one or the other Tardis shall provide portable toilets fitted with either or hand sanitizers or sinks or a mixture of both according to availability.
- 38.2. Tardis provides no warranty as to the effectiveness of the hand sanitization system in the portable toilets.
- 38.3. All waste which enters the holding tanks is the responsibility of the Customer.
- 38.4. Tardis will only remove pumpable inert waste that is soil and water, including household detergents and bleach to a dilution rate of 1 part bleach per million parts water.
- 38.5. All other water waste will be charged as a full load of chargeable and disposable waste.
- 38.6. If any waste other than non-inert waste is deposited in the tank, then Tardis shall only remove such waste after Tardis has analysed it to determine the nature of the waste and

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

confirmed that it is willing to remove the waste. The Customer shall be responsible for the costs of such analysis.

- 38.7. Where possible Tardis shall empty the portable toilet(s) once in any seven day period, such day or time at the absolute discretion of Tardis. If Tardis is unable to empty the portable toilet(s) within a seven day period Tardis shall empty it as soon as reasonably practical thereafter.
- 38.8. The portable toilet emptying service is a complementary service when portable toilets are hired from Tardis. The Customer shall have no right to withhold the Rental Payments as a result of Tardis' failure to or delay in emptying the portable toilet(s).
- 38.9. Servicing is not applicable when hiring mains toilets, as these are connected to the waste and water mains, negating the requirement of servicing. We advise you clean the sinks and toilet bowls for sanitation purposes. If you require Tardis to provide this additional service it needs to be requested and quoted accordingly.
- 38.10. Where the Customer requests that Tardis empty the portable toilet(s) on a specific day or at a specific time this service may be charged in addition to the Rental Payments.
- 38.11. Where Tardis deems the ground upon which the Toilets are to be located unsuitable, the Customer shall supply and lay timbers or appropriate temporary foundations in a suitable position for loading and unloading and for the Toilets to rest on.
- 38.12. If the Customer is unsure if their Site is suitable for delivery, the Customer is obliged to notify Tardis and Tardis will arrange a Site visit prior to delivery.
- 38.13. Connection and disconnection of mains services on site is the responsibility of the Customer.
- 38.14. The Customer shall bear all costs of any lifting or special operators required for the siting of the Toilets.
- 38.15. The Customer may cancel an Order at any time up to the date of delivery as specified in the order but Tardis shall charge as follows:
- (a) If cancellation is received by Tardis more than 15 days before, 50% of the Contract Price is payable
  - (b) If cancellation is received by Tardis less than 15 days before, 100% of the Contract Price is payable

### **39. SPECIFIC TERMS APPLICABLE TO WATER DELIVERIES**

- 39.1. In relation to general water deliveries, water will be drawn from a potable source and may contain varying traces of chlorine

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- 39.2. In relation to drinking water deliveries, all water delivered is drawn from a mains supply
- 39.3. In relation to the hire of bulk water bowsers it is the Customer's responsibility to ensure that only fresh water from a potable source is used to fill bulk water storage tanks.
- 39.4. In the event that the Customer breaches their obligation under clause 39.3 the Customer will be responsible for all cleaning charges
- 39.5. The Customer is not permitted to engage any third-Party contractor to maintain tanker trailers, static water tanks or water bowsers
- 39.6. All drinking water must be boiled before use
- 39.7. Where water is delivered into a third-party tank, Tardis will not be held responsible for any cross contamination
- 39.8. Where bulk water is delivered via articulated tanker it is the customer's responsibility to ensure access is suitable and the ground is suitable to take the weight of the tanker
- 39.9. Where nondrinking water has been ordered, Tardis will not be responsible in the event of cross contamination
- 39.10. The client is responsible for the equipment at the location during the hire period. The client is responsible for the maintenance / cleaning and testing to ensure the water quality. Tardis will forward water hygiene and storage guidelines for the client's perusal.
- 39.11. Any testing required for water quality if requested, will be chargeable and carried out in accordance with DWI guidelines.
- 39.12. Tardis will provide evidence of due diligence for water quality prior to water delivery
- 39.13. Once water has left Tardis tankers and is transferred into the client's vessels or tanks, we cannot guarantee the quality of the water.
- 39.14. Water filters are to be used to improve quality and cannot be expected to remove 100% Bacteria within a water system.
- 39.15. Where water filters are used it the customers responsibility to ensure the water quality is maintained to a suitable level for their particular application.
- 39.16. It is the responsibility of the customer to ensure the water filter is maintained and regular checks/filter changes are done within the guidelines.
- 39.17. In the event a filter change hasn't taken place which leads to decolourisation of the water the customer will be responsible for all cleaning charges.
- 39.18. All water bowsers and water tanks should be maintained and the integrity of the tanks its lids valves and fittings checked daily, the water contained in the tanks should also be checked daily and frequent testing of the water is the responsibility of the customer and is strongly advised.

## **TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (B to B & B to C)**

- (a) Browsers need to be fully empty upon collection off hire

### **40. SPECIFIC TERMS APPLICABLE TO THE HIRE OF CRANE MOUNTED LORRIES AND THE PROVISION OF ASSOCIATED SERVICES**

- 40.1. Tardis allows a maximum of 30 minutes loading and off-loading time. Tardis will charge the Customer for any time spent over and above 30 minutes.
- 40.2. The Customer must provide full details of the loads, including overall weight and dimensions, upon placing its order.
- 40.3. Where a lorry is requested outside the operating hours of 8.00am to 5.00pm Monday to Friday, the price for the lorry will be charged at time and a half.
- 40.4. Where a lorry is requested on a Sunday, the price for the lorry will be charged at double time. Tardis will also charge the Customer an additional 2 hours for delivery and collection of the lorry from the place where the services are to be carried out.
- 40.5. The driver of the lorry may refuse to enter the Site where the services are to be carried out, where he considers that the Site is unsuitable and may cause damage to the lorry or other equipment owned by Tardis.
- 40.6. Where Tardis cannot carry out the Services due to the unsuitability of a Site, Tardis will charge the customer for an abortive site call out.
- 40.7. Dangerous goods must be disclosed by the Customer to Tardis at the time of placing the Order and if Tardis agrees to accept them for carriage, the Customer must classify, package and label the goods in accordance with the statutory regulations for the carriage by road of the substance declared.
- 40.8. The Customer shall indemnify Tardis against any losses, claims or liability (whether direct or indirect) that it suffers as a result of the Customer's failure to comply with its obligations under clause 40.6.
- 40.9. Standard lift plans can be supplied free of charge, however if a site specific and/or a signed off by an AP (Appointed Person) then this would be chargeable. In addition, any site visits to complete are also chargeable.