



Terms of Trade

Our purpose

Onsite Ensuite was made with homeowners and renovators in mind. Our fleet of self-contained transportable bathroom trailers ideal for short or long-term hire. Hiring our mobile bathroom grants you the peace of mind of staying in your own home while still having access to a fully functional on-site bathroom when yours is out of action.

Our bathroom

The trailer contains a fully functional bathroom with shower, toilet, vanity, towel-rail, and mirror for your convenience. An extension cord, suitable for outdoor use, is supplied to connect the bathroom to your on-site power supply. Cold water for the bathroom comes in from your outside tap using a garden hose (25 m supplied) with warm water for the shower and vanity heated by the gas califont or electricity depending on which trailer is hired. Toilet waste and greywater from the handbasin and shower are piped away to your on-site septic system using the 25 metre pipe supplied.

Our Terms

To hire a trailer, we need to agree on terms. Our terms and conditions of trade are noted here ("Terms"). Please read these carefully. By hiring our trailer, you are acknowledging that you have read, understood, and agree to be bound by these Terms. Our duties are owed to you, the hirer, and not to any other person. No-one else can rely on these Terms. We may amend these Terms from time to time by notice to you.

If you have any questions about these Terms, please contact us – hello@onsiteensuite.co.nz

Financial outlay

Deposit/Bond	To confirm your booking	\$500.00
Setup fee	One off payment	\$150.00
Short term (24 hours minimum)	1 to 3 days (including)	Please enquire
Mid term	1 week (7 days, 6 nights)	\$300.00 per week
Long term	4 weeks or longer	By negotiation

Delivery costs will be quoted separately depending on site and location.

Optional extras which may be included by agreement and for an additional fee include:

- 2x 9kg gas bottles
- Weekly servicing
- Waste pipe extender

What we do

The trailer and anything else that we supply to you is and shall remain our property.

We will:

1. Reach agreement with you on terms for you to hire the trailer including hire and delivery fees.
2. Deliver the trailer to an agreed site so that it can be used by you for the agreed hire period.
3. Ensure the trailer is clean, tidy and in good working order on delivery.
4. Show you how to use and care for the trailer.
5. Collect the trailer at the end of the agreed hire period, or earlier in accordance with these Terms.

Your obligations

You must:

6. Satisfy yourself that the trailer meets your needs including all applicable health and safety legislation, Council, and other legal requirements before hiring it.
7. Agree to these Terms.
8. Provide us with all information and assistance that we require to be able to provide our services to you. You accept responsibility for the accuracy of any information you provide.
9. Pay a \$500 bond to secure your booking (refundable up until 14 days before the start date but otherwise non-refundable).
10. Ensure the agreed hire site is clear and accessible for delivery of the trailer.
11. Pay all hire fees and other charges as described in these Terms.
12. Operate the trailer safely and only for its intended use and only on the agreed hire site. This includes not using or storing any illegal, prohibited, or dangerous substances in the trailer.
13. Ensure the trailer is kept clean and sanitary for the duration of the hire.
14. Ensure the trailer is accessible for servicing if that is required during long term hire – on 24 hours' notice or as otherwise agreed with you.
15. Only use the toilet to dispose of human waste and only flush such waste and toilet paper. You must not dispose of wipes, sanitary items, or other household materials in the toilet.
16. Indemnify us if you cause any damage to the trailer or to any other person or property during the hire period.
17. Not move the trailer. We must be present for any relocation.
18. Not tamper with, damage, or try to repair the trailer or any part of it.
19. Contact us as soon as possible (within daylight hours unless life or health are at risk) if there is an issue with the trailer such as breakdown or significant damage and no longer than 12 hours after the incident.
20. If you become aware of any issue with the trailer or any matter that may give rise to a potential claim against us, you must notify us as soon as possible and take all action reasonably requested by us to minimise, avoid, compromise, or defend such claim.
21. Not lose or part with possession of the trailer.

Payment Terms

22. All prices are expressed inclusive of GST unless otherwise stated.
23. If the hire area is in a remote location additional charges calculated based on distance will apply for delivery and servicing. Delivery cost is quoted separately depending on site and location.
24. Except for the Bond, payments are due within 7 days of the issue of our invoice, or as otherwise stated in our invoice or agreed in writing with you.
25. Bond payment is due on or before commencement of the hire period unless otherwise agreed in writing with you.
26. Immediately on request by us you will pay:
 - a. Any further hire fees if the trailer is not recovered by us on the due date due to default.
 - b. All costs incurred in cleaning and/or repairing the trailer if it is not kept in reasonable condition and used in accordance with these Terms. Any vandalism/graffiti, concrete or paint splatter, excessive dirt or unsanitary conditions will incur a cleaning fee starting from \$80.00/hour.
 - c. The full cost of repairing any damage to the trailer caused, or contributed to, by you.
 - d. A late payment fee of 20% of the total cost unless prior arrangements are made before the due date.
 - e. Any expenses including legal fees and debt collection recovery charges incurred by us in enforcing these Terms.
 - f. Any insurance excess if a claim is made as a result of an issue caused by or contributed to by you.
 - g. Any other costs payable in respect of these Terms or arising from your use of the trailer.
27. All payments by you must be made without set-off, counterclaim or withholding.
28. We will invoice you for any further amounts due once the trailer has been collected or at the end of that month, whichever is the earlier.
29. If there is a significant and ongoing change in the costs to us of providing the hire during the hire period, then we may increase the hire fee by written notice to you.

Breach

30. If you breach these Terms and you do not remedy the breach within a reasonable period of time (having regard to the breach), or if you become bankrupt, insolvent or cease business then we shall be entitled to immediately terminate this hire agreement and/or sue for recovery of all monies owing by you; and/or to repossess the trailer (and you hereby authorise us to enter any property where the trailer is located to do so).
31. You indemnify us in respect of any damages, costs, or loss, to the extent that such is caused or contributed to by you or results from a breach of these Terms by you.

Suspension & Termination

32. Without prejudice to any other remedies at law, we are entitled to suspend and/or terminate the trailer hire with you if:
 - a. you are in breach of any obligation in these Terms;
 - b. we have reasonable grounds to believe you may breach these Terms;
 - c. we have reasonable grounds to believe the trailer is at risk of damage by way of misuse, adverse weather, or work conditions;
 - d. we are subject to an *intervening cause beyond our control* such as a force majeure event (like an earthquake or COVID-19) which means we cannot perform our obligations;
 - e. you become insolvent, convene a meeting with your creditors or propose the same;
 - f. a receiver, manager, liquidator, or similar party is appointed in respect of you or your assets.
33. Upon suspension and/or termination, all amounts owing to us will, whether or not due for payment, become immediately due and payable.

Disputes

34. If either of us has any dispute with the other arising in connection with these Terms, we agree to attempt to resolve the dispute in good faith before any other legal action may be commenced.

Limitation of Liability

35. We make no representations and give no warranties other than those set out in these Terms.
36. You are solely responsible for the actions you take in hiring the trailer. We are not liable to you or to any other person in contract, tort or otherwise for any damages, costs, or other liabilities (including for consequential loss) in relation to your trailer hire.
37. You specifically acknowledge and agree that our maximum liability for any damages related to your hire of the trailer or arising under these Terms will be the lesser of the amount you paid to us for the hire or NZ\$500.
38. Where the Consumer Guarantees Act 1993 ("CGA") applies and the trailer is hired for business purposes, the CGA is excluded to the fullest extent permitted by law.

General

39. These Terms are governed by and will be construed in accordance with the laws of New Zealand, and you submit to the non-exclusive jurisdiction of the Courts of New Zealand.
40. This agreement is personal to the customer and may not be assigned by you, but we may assign our rights under this agreement at any time without requiring your consent.
41. These Terms constitute the entire agreement between us with respect to the trailer hire and override all other agreements, arrangements, or understandings.
42. If at any time we do not enforce any of these Terms or we grant you time or other indulgence, we will not be construed as having waived our rights to later enforce these terms. Further, if any part of these Terms is deemed to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
43. Clauses 11, 16, 26, 27, 31, 33 to 43 shall survive any termination of these Terms between us.

Privacy

44. We respect your privacy.
45. We collect personal information from you in order to provide our services to you, including information about your:
 - a. Name
 - b. Contact information
 - c. Location
 - d. Interactions with us
 - e. Billing or purchase information
46. You consent to us obtaining and using your personal information and making such enquiries about you from any source, including credit reference and reporting agencies in relation to the trailer hire and our relationship with you.
47. We will hold your personal information in accordance with the Privacy Act 2020.
48. You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you would like to ask for a copy of your information, or to have it corrected, please contact us at hello@onsiteensuite.co.nz

Feedback & Questions

49. Customer satisfaction is important to us and your feedback is helpful. If you would like to comment on any aspect of this hire, including how we can improve our performance, please contact us by email to hello@onsiteensuite.co.nz
50. If you have any questions about these Terms, please contact us.