



## "TERMS AND CONDITIONS (Bottle Fed Dispensers)"

1. All equipment (the "Equipment") is rented, and products are supplied, to the customer ("Customer") by The Divine Water Company Ltd (the "Lessor") on the terms and conditions described in this Agreement. Equipment furnished to the Customer by the Lessor shall remain the property of the Lessor.
2. The Lessor may terminate this Agreement at any time giving prior notice to the customer. The Lessor may terminate this Agreement immediately if any of the following shall happen:
  - Non-payment when due of any rent or other monies owing by the Customer to the Lessor.
  - The Customer's abandonment of the Equipment.
  - The Customer's failure to perform any of the terms and conditions on its part as required by this Agreement.
  - The Customer becoming bankrupt or insolvent, or being a company making an assignment for the benefit of creditors or ceasing to do business as a going concern or entering into liquidation whether compulsory or voluntary or having a receiver appointed or taking or suffering any similar action in consequence of debt.
3. The agreement will commence on the start date shown on the contract and will continue for the period specified ("the initial period") and thereafter for continuous successive periods of twelve months ("renewal periods"). The agreement may be terminated by the customer giving at least three months notice in writing prior to the initial minimum period (stated on contract) or a subsequent renewal period. For the avoidance of doubt, charges are payable for the whole of the initial minimum period regardless of when notice is given and no refund of any charges shall be payable by the lessor to the customer. In addition in the event that a customer terminates this agreement but with less than three months notice in writing, then the agreement shall be terminated forthwith but the customer shall remain liable to the lessor for the whole of the subsequent years charges.
4. Upon termination of this Agreement for any reason the Lessor may take immediate possession of the Equipment. Termination shall not relieve the Customer from any obligation to pay rent or other monies owing to the Lessor. A pick up charge of £42.50 per machine will be added upon return of dispenser. In addition, if the Customer defaults the Lessor shall have all rights and remedies which are available to it under applicable law as well as the right to recover reasonable collecting costs including legal costs from the customer.
5. All Equipment will be rented for the rental charges listed on the contract together with VAT at the applicable rate. All rents are payable in advance. Other goods supplied are due for settlement within 30 days from the date of the Lessors invoice. If any invoice remains outstanding 30 days after the same is due, interest shall become payable in addition calculated on a daily basis from the 30th day to the date of payment at the current Barclays Bank base rate plus 4 percent.
6. The Customer shall take good care of, properly use and keep clean and sanitary at all times the Equipment. When this Agreement terminates the Customer shall return the Equipment in the same condition as it was when originally supplied by the Lessor (ordinary wear and tear excepted).
7. The Customer shall not modify or repair or attempt to repair the Equipment. Water Coolers shall only be used for dispensing water.
8. The Customer shall be responsible for all damage and loss to the Equipment. If the Equipment is lost, damaged or destroyed, the Customer shall pay to the Lessor on demand the replacement cost of any items so lost, damaged, or destroyed, and the Lessor shall be entitled to use any deposits previously paid by the Customer towards the replacement of such items.
9. The Lessor shall not be liable for any damages caused by the Equipment, servicing, or other performance under this Agreement. The sole and exclusive remedy for any breach or condition or warranty express or implied, statutory or otherwise (including liability for negligence on the part of the Lessor) shall be limited to the repair or replacement of any defective equipment or other items supplied, and shall in no event include any liability for incidental or consequence loss or damage. Nothing herein however shall be deemed to restrict or exclude any liability of the Lessor for death or personal injury resulting from the Lessors negligence.
10. The Customer will not lend, let on hire, sell, assign, transfer, charge, dispose of, or part with the possession of the Equipment on this Agreement or any of the rights or obligations hereunder and will not remove the Equipment from the location indicated on the contract without the prior written consent of the Lessor. The Lessor may assign this agreement with the customer to any person or company.
11. The Lessor may at its discretion from time to time withdraw the Equipment from the Customer and substitute it with comparable equipment and the terms and conditions of this Agreement shall continue to apply to such substituted equipment.
12. The Lessor shall have access to the Equipment at all reasonable times and for such purpose may enter on the premises where the Equipment is located for the purpose of carrying out its obligations and exercising its rights hereunder.
13. Unless otherwise provided, the lessor shall deliver equipment and consumables to the customer at the stipulated delivery address and shall be responsible for insurance of such items in transit. Risk of loss or damage to such items shall pass to the customer when they are delivered to the delivery address. The lessor shall use its best endeavours to deliver in accordance with the agreed delivery and sanitisation service cycles, but delivery and service dates are not guaranteed and time is not to be deemed of the essence of the contract and the company shall in no case be liable for any delay in delivery or sanitisation service however caused. For the avoidance of doubt, the sanitisation service includes an initial sanitisation before delivery. The sanitisation service may subsequently be performed either on the customers premises or alternatively and at the lessors option by exchanging the equipment for equipment which has already been sanitised. No refund of the sanitisation service charge can be made for any reason, including the lessors reasonable failure to perform the sanitisation service at the agreed service interval. Delivery notes for deliveries and sanitisation servicing are left at the customers premises on completion. It is the customers responsibility to keep these for their records. Should a copy of the delivery note be required this must be requested within thirty days of the delivery/sanitisation completion. After thirty days any copy delivery/sanitisation notes are chargeable at £15 for each delivery/sanitisation note required. This fee is payable in advance prior to the lessor providing the delivery/sanitisation note.
14. This Agreement shall be governed by and construed in accordance with the laws of England.
15. Whilst the dispenser is on your property you will be responsible for insuring the dispenser against damage, theft and third party liabilities.
16. The Lessor is not responsible for clearing cupboards or moving furniture to facilitate the installation of the equipment.
17. The Customer must ensure that there is sufficient power available 3 pin socket no more than 1 metre away from where the water dispenser is to be located. The customer must take responsibility for any P.A.T. testing whilst the equipment is on their premises.
18. The prices provided are based on the customer's stated usage. The Lessor reserves the right to increase prices should usage decrease significantly. This includes the right of the Lessor to charge rental at the full amount should the conditions not be met.
19. If there is any malfunction with the equipment it is the customer's responsibility to advise the lessor of the malfunction as soon as possible and to isolate any fault immediately. If the lessor arrives to find that there is no fault or that the fault was not caused by the lessor's equipment then a callout charge of £55 is chargeable to the customer.
20. The Customer will carry out the daily maintenance of the Equipment and be responsible for hygiene, including day to day cleaning and bottle changing, emptying drip trays and wiping splash panels and collars at each bottle change. The Lessor may visit the location during office hours to verify that the Customer is complying with its obligations under this clause.
21. The Equipment must be used only to dispense the bottled water supplied by the Lessor and the customer undertakes only to use such water in conjunction with the equipment.
22. Any notices required to be given under the provisions of this agreement will be in writing and will be deemed to have been duly served if hand delivered or sent by first class registered or recorded delivery post correctly addressed to the address of the Lessor and the Customer as set out in this agreement.
23. All prices may be subject to reasonable annual price reviews with prior written notice to the customer.
24. All products and parts from the Lessor have a maximum warrantee of 12 months from date of sale.
25. The Customer confirms that:
  - They have carefully read and understood this agreement.
  - They accept it as a complete expression of the terms agreed with respect to the Equipment and the products.
  - There are no warranties or representations either oral or written with respect to the Equipment and the products which are not contained in this agreement other than those implied by law.
26. The 18.9 litre water prices quoted are for orders of 4 or more bottles per delivery. Orders of 3, 2 or 1 bottle will incur higher prices in line with our low quantity pricing.

