

## **COOL WATER DIRECT LTD – Terms & Conditions**

### **Delivery**

1. The Company shall deliver and install the Equipment at the Customer's address notified to the Company for such purpose.

### **The Equipment**

2. The Customer must not at any time:
  - 2.1 part with possession of the Equipment
  - 2.2 sell the Equipment
  - 2.3 create any lien over the Equipment (or permit such lien to be created)
  - 2.4 mortgage or charge the Equipment
  - 2.5 allow any other person to use the Equipment; or
  - 2.6 allow any other person not approved by the Company to install, disconnect or re-install, or carry out any maintenance or repair or, the Equipment;
  - 2.7 claim Capital Allowances on the Equipment
3. The Customer must:
  - 3.1 (subject to Condition 8.6) at all times keep the Equipment in good condition
  - 3.2 insure the Equipment and keep it insured at all times with a reputable insurer for its full replacement value against loss or damage from all risks
  - 3.3 notify the Company immediately of any loss or damage to the Equipment by telephoning the Company on 0800 195 1710 and then confirm the details in writing within 7 days and
  - 3.4 request the Company to deal with any relocation of the Equipment, whether within the same building or otherwise
4. The Company may at its' discretion from time to time and upon reasonable notice to the Customer replace the Equipment (or any part thereof) and substitute it with comparable equipment.

### **Maintenance**

5. The Company shall on a six monthly basis:
  - 5.1 change the Equipment's internal water treatment systems and
  - 5.2 carry out preventative maintenance on the Equipment
6. Subject to receiving adequate information from the Customer, the Company shall use its reasonable endeavours:
  - 6.1 to attend the Customer's premises and execute all repairs and replacements to the equipment within 24 hours: and
  - 6.2 to attend the Customer's premises and carry out re-locations, disconnections and re-installations of and additions to, the Equipment within 72 hours.
  - 6.3 All such attendances shall be made during Normal Business Hours.
7. The Company shall bear all costs of inspections, repairs and maintenance of the Equipment (including parts and labour) required as a result of fair wear and tear, faulty manufacture or faulty installation by the Company.
8. The Customer shall bear all costs of inspections, repairs and maintenance of the Equipment required as a result of accidental damage, neglect, misuse, false callouts, abnormal electrical or water pressure stress and all costs of transferring or relocating the Equipment. Any such cost will be paid by the Customer within 30 days of the Company's invoice.
9. The Customer shall:
  - 9.1 permit the Company and its agents to have all access to it's premises and to the Equipment and:
  - 9.2 provide without charge the use of facilities such as electricity and water, necessary to enable the Company to fulfil its obligations under this Agreement. If any such access to or facility is not provided by the Customer at the time of the Company's attendance, then the Company shall not be obliged to undertake any inspection, repairs or maintenance and may treat such attendance as a false callout for the Purposes of Condition 14.

### **What the Customer pays and when**

10. The Customer shall pay rentals monthly/quarterly/annually in advance.
11. Payment shall be made by the Customer by standing order on the dates due, or within 30 days of the date of the Company's invoice, or by such other method as the Company and the Customer may agree from time to time.
12. The Customer shall pay the Company Value Added Tax on the Rental and any other amount due to the Company hereunder at the rate chargeable from time to time and shall indemnify the Company against any claim therefore. Without prejudice to the Customer's liability to make any payment at the times specified or to indemnify the Company against VAT hereunder, the Company will supply regular tax invoices if so requested by the Customer.
13. The Customer shall pay interest on any amounts not paid on time at the rate applicable from time to time to unpaid commercial debts by virtue of the *Late Payment of Commercial Debts (Interest) Act 1998* from the due date until the date of actual payment in full (both before and after judgement).

### **Termination**

14. A removal fee equivalent to 12 months rental is payable at the point of removal.

### **Liability**

15. The Customer is liable for (and shall indemnify and hold harmless the Company against);
  - 15.1 all claims for loss, damage or injury caused by the Equipment or the use thereof; and
  - 15.2 any consequential loss or damage arising from the Equipment being out of order for any reason.