

TERMS AND CONDITIONS

1. All equipment including cooler (the "Equipment") is leased, and bottles designed to contain Water for use therewith (the "Bottles") are supplied to the customer by SEATON SPRING Ltd. (the "Lessor") on the terms and conditions described in this agreement. The equipment and the Bottles furnished to the Customer by the Lessor shall remain the property of the Lessor. The Lessor agrees to service the Equipment without additional charge to the Customer within a reasonable time after notice is received.
2. The Lessor shall have access to the Equipment and the Bottles at all reasonable times and for such purposes may enter on the premises where the Equipment and the Bottles may be located for the purpose of carrying out its obligations and exercising its rights hereunder.
3. The Lessor may at its discretion from time to time withdraw the Equipment from the Customer and substitute it with Equipment comparable in performance but not necessarily identical in appearance, and the terms and conditions of this agreements shall continue to apply to such substituted equipment.
4. The Lessor shall not be liable for any damages caused by the Equipment, the Bottles, servicing of the Equipment or other performance under this Agreement. The sole and exclusive remedy for any breach of conditions 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 consequential 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 its negligence.
5. The Lessor may terminate the Agreement if any of the following shall occur:-
 - (a) Non-payment when due of any rent or other monies owing by the customer to the Lessor for invoices unpaid for a period in excess of 60 days. If a Collection Agency is subsequently used, all costs and statutory interest will be the responsibility of the Customer.
 - (b) The customer's abandonment of the Equipment and/or the Bottles.
 - (c) The customer's failure to perform any of the terms and conditions on its part as required by this agreement.
 - (d) The customers 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.
6. The customer shall take good care of, properly use and keep clean and sanitary at all times the Equipment and the bottles. 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 the Equipment and shall not refill or otherwise re-use the Bottles. The equipment shall only be used for the dispensing of the Lessor Bottles of Water. If the Customer does not order any bottled water from the company for a period of three months this agreement may be terminated immediately by the Company.
8. The customer shall be responsible for all damage to, and loss of the Equipment and the Bottles. If the Equipment or the Bottles are 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 utilise any deposits made by the Customer towards the replacement of such items.
9. The Customers will not lend, let, hire, assign, transfer, charge, dispose of, or part with the possession of the Equipment or the Bottles from the location indicated overleaf without the Lessor's previous written consent.
10. All Equipment will be rented for the weekly rent listed overleaf together with value added tax at the applicable rate. The customer must pay all rent and monies, including charges for water & cups delivered by the Lessor, within 30 days of the date of the Lessor's invoice. If any invoice remains outstanding after thirty days, interest shall become payable in addition, calculated on a daily basis from the due date of payment at Bank base rate (on the day of invoicing) plus 8% per annum.. Equipment rentals will be invoiced as stated overleaf, the sanitisation service shall be payable quarterly, and invoicing for all other products and services shall be fortnightly or monthly as stated.
11. This agreement shall be binding for a minimum period of two years from the date of the agreement and shall then continue annually on the same basis thereafter unless either party should wish to terminate the agreement. They shall give the other party three months notice in writing, at the latest three months prior to the annual review date, to the other party's place of business by recorded delivery post of their wish to terminate the agreement.
12. Upon termination of this agreement, a termination charge will be made based on rental due and sanitisation cost, and any balance on the Lessees credit account shall become due for immediate payment. The Lessor may take immediate possession of the Equipment and Bottles whether empty or full. Termination shall not relieve the Customer from any obligation to pay rent or other monies owing to the Lessor & no credit will be given for full or part filled Bottles. 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 collection costs, including reasonable legal costs, from the Customer.
13. If, subsequent to any contract of sale that is subject to these terms and conditions, a contract of sale is made with the same customer without reference to any conditions, such a contract, howsoever made, will be subject to these terms and conditions.
14. On receipt of this agreement (for signature), the Customer shall have a period of 14 days to return it to the Lessor, after which time this agreement shall be deemed to have been accepted and the Lessors services will be provided on this basis.
15. This agreement shall be governed by and construed in accordance with the laws of England.