

Where the Customer is a business, the Customer's attention is particularly drawn to the provisions of clause 22 (Limitation of liability). Where the Customer is a consumer, the Customer's attention is drawn to the Consumer Appendix which amends certain terms in these Conditions.

Please note that the Supplier does not lease or rent equipment to consumers, partnerships or micro businesses.

1 INTERPRETATION

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

Bottle Deposit: the sum specified in the Schedule which is payable on each bottle supplied by the Supplier;

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Conditions: these terms and conditions as amended from time to time in accordance with clause 26.8 and in the case of a consumer including the Consumer Appendix;

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services and/or Rental Equipment in accordance with these Conditions;

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

Customer: the person or firm specified in the Schedule who purchases the Goods and/or Services from the Supplier;

Delivery Location: has the meaning given in clause 8.3;

Environmental Charge: the sum set out in the Schedule, where applicable, which contributes to the costs to be incurred by the Supplier in meeting its obligations under any regulations governing the Goods, including, by way of example only, the Waste Electrical and Electronic Equipment Regulations 2013 chargeable in respect of Rental Equipment which is returned to the Supplier at the end of a Rental Period;

Force Majeure Event: has the meaning given to it in clause 25;

Goods: the goods or products (or any part of them) set out in the Order;

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is set out in, or attached to, the Schedule or otherwise agreed in writing by the Customer and the Supplier;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and

protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Loan Equipment: the equipment specified in the Schedule supplied on free loan to the Customer by the Supplier;

Loan Period: the period for which the Loan Equipment is lent to the Customer;

Order: the Customer's order for the supply of Goods and/or Services, or in the case of a business for the rental of equipment, as set out in the attached Schedule and any subsequent or updated Schedule;

Rental Commencement Date: the date that the Customer takes delivery of the Rental Equipment;

Rental Equipment: the equipment specified in the Schedule supplied on hire to the Customer by the Supplier;

Rental Initial Term: the period specified in the Schedule;

Rental Notice Period: the period specified in the Schedule;

Rental Payments: the payments specified in the Schedule payable by the Customer to the Supplier for the Rental Equipment;

Rental Period: the period for which the Rental Equipment is hired by the Customer;

Services: the services supplied by the Supplier to the Customer as set out in the Service Specification;

Service Specification: the description or specification for the Services by the Supplier to the Customer that is set out in, or attached to, the Schedule or otherwise agreed in writing by the Customer and the Supplier;

Site: the Customer's premises specified in the Schedule;

Site Requirements: the materials, facilities, access and working conditions specified in the Schedule;

Supplier: South Downs Water Limited registered in England and Wales with company number 8545137;

Supplier Materials: has the meaning given in clause 15.1.9;

Uplift Charge: the sum of £25 payable to cover costs of collection and sanitisation of returned equipment;

Warranty Period: in relation to any Goods which are printed with a “Best Before” date, means the period up to that date and in relation to any other Goods the warranty period specified in the Schedule.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 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.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.8 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.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.10 A reference to **writing** or **written** includes fax and email.
- 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.

2 BASIS OF CONTRACT

- 2.1 Each Order constitutes an offer by the Customer to purchase Goods and/or Services or to rent the Rental Equipment, in accordance with these Conditions.
- 2.2 An Order shall only be deemed to be accepted when the Supplier issues an acceptance of the Order at which point and on which date a Contract shall come into existence in relation to that Order.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued

or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

- 2.4 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.
- 2.5 Any quotation or estimate given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 Orders cannot be cancelled or terminated except as set out in clause 23 and the Consumer Appendix.

3 BULK ORDERS

- 3.1 This clause 3 shall apply if the Order is intended to comprise multiple deliveries with quantities to be specified by the Customer from time to time.
- 3.2 If requested by the Supplier at any time, the Customer shall provide, within 7 days, a forecast of its likely orders for Goods or Services for the next three months or such other period as is specified by the Supplier provided that such forecasts shall not operate as Orders and:
 - 3.2.1 the Customer shall not be bound to purchase Goods or Services equal to the forecasts;
 - 3.2.2 the Supplier shall not be bound to ensure that it can supply Goods or Services equal to the forecasts.

4 GOODS

- 4.1 The Goods to be supplied under an Order are described in the Schedule and, where appropriate, in the Goods Specification.
- 4.2 To the extent that any Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 4.2 shall survive termination of the Contract.
- 4.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

5 EQUIPMENT RENTAL

5.1 The Customer shall hire the Rental Equipment from the Supplier subject to the terms and conditions of this agreement.

5.2 The Supplier 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 Rental Equipment.

6 RENTAL PERIOD

6.1 The Rental Period starts on the Rental Commencement Date and shall continue for the Rental Initial Term and shall continue thereafter until either party gives to the other written notice equal to or longer than the Rental Notice Period to terminate the Rental or this agreement is terminated earlier in accordance with its terms.

7 LOAN EQUIPMENT

7.1 If specified in the Schedule, the Supplier will lend the Loan Equipment to the Customer free of charge for the Loan Period.

7.2 Loan Equipment will have no warranty and will be supplied as seen.

7.3 All Loan Equipment must be serviced, maintained and cleaned as specified in the Schedule.

7.4 The Loan Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Loan Equipment (save the right to possession and use of the Loan Equipment subject to the terms and conditions of this agreement). The Supplier may give the Customer notice at any point that it requires the Loan Equipment to be returned.

7.5 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Loan Equipment arising out of or in connection with the Customer's possession or use of the Loan Equipment.

8 DELIVERY OF GOODS

8.1 Where the Supplier requires the Customer to return any packaging material to the Supplier, details will be set out in the Schedule. The Customer shall return all such packaging materials or reimburse the Supplier for the cost of replacing such packaging materials.

8.2 A signed or acknowledged delivery note is evidence that the Goods were duly delivered in good condition except as set out on the delivery note. Where goods are delivered but there is no-one available to sign a delivery note, the Suppliers' representative will complete and return.

8.3 Where the Schedule specifies that the Supplier will deliver the Goods, Loan Equipment or Rental Equipment, the Supplier shall deliver the Goods, Loan Equipment or Rental Equipment to the Site or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods, Loan Equipment or Rental Equipment are ready. The Goods, Loan Equipment or Rental Equipment may be delivered by the Supplier or by a third party. Delivery will be completed when the

Goods, Loan Equipment or Rental Equipment have been unloaded from the vehicle at the Delivery Location.

- 8.4 Where the Schedule specifies that the Customer will collect the Goods, Loan Equipment or Rental Equipment, the Customer will collect the Goods, Loan Equipment or Rental Equipment from the Supplier's premises specified in the Schedule or such other location, and within such hours, as may be agreed with the Customer before delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods, Loan Equipment or Rental Equipment are ready. Delivery will be completed when the Goods, Loan Equipment or Rental Equipment have been placed on the ground by the collection vehicle or, at the discretion of the Supplier loaded into the collection vehicle at the Delivery Location.
- 8.5 Where the Schedule specifies that the Supplier will install the Loan Equipment or Rental Equipment, the Supplier shall at the Customer's expense install the Loan Equipment or Rental Equipment at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Rental Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Loan Equipment or Rental Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 8.6 To facilitate delivery and installation, 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 Site Requirements.
- 8.7 Any dates quoted for delivery of the Goods, Loan Equipment or Rental Equipment are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods, Loan Equipment or Rental Equipment that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, Loan Equipment or Rental Equipment. Consumers may have additional rights set out in the Consumer Appendix.
- 8.8 If the Supplier fails to deliver the Goods, Loan Equipment or Rental Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods, Loan Equipment or Rental Equipment. The Supplier shall have no liability for any failure to deliver the Goods, Loan Equipment or Rental Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for, or take delivery of, the Goods, Loan Equipment or Rental Equipment or any relevant instruction related to the supply of the Goods, Loan Equipment or Rental Equipment.
- 8.9 If the Customer fails to take or accept delivery of the Goods, Loan Equipment or Rental Equipment within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay

is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods, Loan Equipment or Rental Equipment:

- 8.9.1 delivery of the Goods, Loan Equipment or Rental Equipment shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods, Loan Equipment or Rental Equipment were ready; and
- 8.9.2 the Supplier shall store the Goods, Loan Equipment or Rental Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 8.10 If ten Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 8.11 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 8.12 The Supplier may deliver the Goods by instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

9 QUALITY OF GOODS

- 9.1 In relation to water supplied by the Supplier, the Supplier warrants that:
 - 9.1.1 the water is drawn from its source located at Winsor House under abstraction licence number 27/169;
 - 9.1.2 the water is not mixed with tap water or water from other sources;
 - 9.1.3 the water is safe to drink up to the "Best Before" date specified on the bottle or container in which it is delivered;
 - 9.1.4 save as set out in clause 9.2 the bottles which are provided by the Supplier and filled by the Supplier are fit for the purpose of holding water for sale as bottled water or for use with water coolers supplied by the Supplier.
- 9.2 Any bottles or other equipment developed by the Supplier as part of any Services are supplied without any warranty until such time as the Supplier notifies the Customer that the bottles or equipment are fit for the use specified.
- 9.3 Save as set out in clause 9.2, the Supplier warrants that on delivery, and for the Warranty Period, the Goods shall:

- 9.3.1 conform in all material respects with their description and any applicable Goods Specification;
 - 9.3.2 be free from material defects in design, material and workmanship.
- 9.4 Subject to the Consumer Appendix and subject to clause 9.5, and excluding any Goods referred to in clause 9.2, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
 - 9.4.1 the Customer gives notice in writing within a reasonable time of discovery and during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 9.1;
 - 9.4.2 the Supplier is given a reasonable opportunity of examining such Goods and the Goods appear to be defective; and
 - 9.4.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost or, where specified by the Supplier, makes them available for collection by the Supplier.
- 9.5 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 9.3 or for other issues with the Goods if:
 - 9.5.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 9.3;
 - 9.5.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 9.5.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 9.5.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 9.5.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 9.5.6 the Goods differ from their description or, where appropriate, the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 9.6 Except as provided in the Consumer Appendix and this clause 9, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 9.3.
- 9.7 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

10 WARRANTY ON RENTAL EQUIPMENT

- 10.1 The Supplier warrants that the Rental Equipment shall substantially conform to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier. The Supplier shall use its reasonable endeavours to remedy, free of charge, any material defect in the Rental Equipment which manifests itself within twelve (12) months from delivery, provided that:
- 10.1.1 the Customer notifies the Supplier of any defect in writing within ten (10) Business Days of the defect occurring or of becoming aware of the defect;
 - 10.1.2 the Supplier is permitted to make a full examination of the alleged defect;
 - 10.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;
 - 10.1.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
 - 10.1.5 the defect is directly attributable to defective material, workmanship or design.
- 10.2 Insofar as the Rental Equipment comprises or contains Rental Equipment or components which were not manufactured or produced by the Supplier, the Customer shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer.
- 10.3 If the Supplier fails to remedy any material defect in the Rental Equipment in accordance with clause 10.1, the Supplier shall, at the Customer's request, accept the return of part or all of the Rental Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant, return any Rental Deposit (or any part of it).

11 PRODUCT RECALL

- 11.1 The Customer shall maintain such records as are necessary to enable the Customer to assist the Supplier if it is necessary for the Supplier to recall any Goods supplied by the Supplier.
- 11.2 At the request, and cost, of the Supplier, the Customer shall give any assistance that the Supplier shall reasonably require to recall Goods from the retail or wholesale market.

12 TITLE AND RISK TO GOODS – EXCLUDING LOAN EQUIPMENT AND RENTAL EQUIPMENT

- 12.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 12.2 Title to the Goods shall not pass to the Customer until the earlier of:

- 12.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 12.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 12.4.
- 12.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 12.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 12.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 12.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - 12.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 23.5.2 to clause 23.5.4; and
 - 12.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 12.4 Where the Goods are for supplied for resale by the Customer, and subject to clause 12.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 12.4.1 it does so as principal and not as the Supplier's agent; and
 - 12.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 12.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 23.5.2 to clause 23.5.4, then, without limiting any other right or remedy the Supplier may have:
 - 12.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - 12.5.2 the Supplier may at any time:
 - (a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

13 TITLE, RISK AND INSURANCE OF RENTAL EQUIPMENT

- 13.1 The Rental Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Rental Equipment (save the right to possession and use of the Rental Equipment subject to the terms and conditions of this agreement).
- 13.2 The risk of loss, theft, damage or destruction of the Rental Equipment shall pass to the Customer on delivery. The Rental Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Rental Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Rental Equipment is redelivered to the Supplier. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- 13.2.1 insurance of the Rental 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 the Supplier may from time to time nominate in writing;
- 13.2.2 insurance for such amounts as a prudent owner or operator of the Rental Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Rental Equipment; and
- 13.2.3 insurance against such other or further risks relating to the Rental Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer.
- 13.3 All insurance policies procured by the Customer shall be endorsed to provide the Supplier 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 the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Rental Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 13.4 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Rental Equipment arising out of or in connection with the Customer's possession or use of the Rental Equipment.
- 13.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, the Supplier 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.
- 13.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

14 SUPPLY OF SERVICES

- 14.1 The Supplier shall supply the Services to the Customer. Where there is a Service Specification the Services shall be in accordance with the Service Specification in all material respects.
- 14.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Schedule or otherwise agreed in writing by the Supplier, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 14.3 The Supplier reserves the right to amend the Services and the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and, where the changes are material, the Supplier shall notify the Customer in any such event.
- 14.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 14.5 Where the Services comprise servicing of equipment the Supplier shall not be responsible for:
- 14.5.1 portable appliance testing of the Goods;
 - 14.5.2 testing any electrical supply or circuits at the Customer's premises which are used for the equipment or the provision of the Services;
 - 14.5.3 testing any plumbing to which the Goods are to be connected.

15 CUSTOMER'S OBLIGATIONS

- 15.1 The Customer shall:
- 15.1.1 ensure that the terms of the Order and any information it provides in any Service Specification or Goods Specification are complete and accurate;
 - 15.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 15.1.3 where set out in the Services Specification and where the Supplier is to install Loan Equipment or Rental Equipment, provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 15.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 15.1.5 where specified in the Services Specification, prepare the Customer's premises for the supply of the Services;

- 15.1.6 where specified in the Services Specification, obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 15.1.7 comply with all applicable laws, including food, environmental, and health and safety laws;
 - 15.1.8 ensure that any electrical supply and other equipment used by the Customer in connection with any Goods or Services supplied by the Supplier or which require to be used by the Supplier as part of the Services are safe and fit for use;
 - 15.1.9 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 15.1.10 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 15.2 Where the Customer supplies bottles to be filled by the Supplier, the Customer shall be responsible for ensuring that all bottles supplied by the Customer:
- 15.2.1 comply with all health and safety, food and environmental laws;
 - 15.2.2 are suitable and fit to hold bottled water in all conditions and periods in or for which they may be used or stored;
 - 15.2.3 are suitable and fit for use in the bottling equipment used by the Supplier from time to time.
- 15.3 The Customer shall not:
- 15.3.1 refill with water from any other source any bottle supplied by the Supplier which bears the name of the Supplier or any other feature identifying the Supplier;
 - 15.3.2 use for any other purpose any bottle supplied by the Supplier which bears the name of the Supplier or any other feature identifying the Supplier.
- 15.4 If the Supplier's 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**):
- 15.4.1 without limiting or affecting any other right or remedy available to it, the Supplier shall 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 in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- 15.4.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 15.4; and
- 15.4.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 15.5 To the extent that any Goods are supplied into bottles supplied by the Customer or Services are to be supplied using materials specified by, or supplied by, the Customer or in accordance with a Service Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier arising out of or in connection with the Supplier's use of those bottles, materials or Specification. This clause 15.5 shall survive termination of the Contract.

16 CUSTOMER'S RESPONSIBILITIES FOR LOAN EQUIPMENT AND RENTAL EQUIPMENT

- 16.1 The Customer shall during the term of this agreement:
 - 16.1.1 ensure that the Loan Equipment or Rental Equipment is kept and operated in a suitable environment, 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 the Supplier;
 - 16.1.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Loan Equipment or Rental 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;
 - 16.1.3 allow the Supplier access to carry out all regular maintenance, hygiene and cleaning specified in the Schedule;
 - 16.1.4 maintain at its own expense the Loan Equipment or Rental Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted), and including replacement of worn, damaged and lost parts, and shall make good any damage to the Loan Equipment or Rental Equipment;
 - 16.1.5 make no alteration to the Loan Equipment or Rental Equipment and shall not remove any existing component(s) from the Loan Equipment or Rental Equipment without the prior written consent of the Supplier 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 Loan Equipment or Rental Equipment shall vest in the Supplier immediately upon installation;

- 16.1.6 keep the Supplier fully informed of all material matters relating to the Loan Equipment or Rental Equipment;
- 16.1.7 at all times keep the Loan Equipment or Rental Equipment in the possession or control of the Customer and keep the Supplier informed of its location;
- 16.1.8 permit the Supplier or its duly authorised representative to inspect the Loan Equipment or Rental Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Loan Equipment or Rental Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- 16.1.9 not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Loan Equipment or Rental Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 16.1.10 not without the prior written consent of the Supplier, attach the Loan Equipment or Rental Equipment to any land or building so as to cause the Loan Equipment or Rental Equipment to become a permanent or immovable fixture on such land or building. If the Loan Equipment or Rental Equipment does become affixed to any land or building then the Loan Equipment or Rental 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 Loan Equipment or Rental Equipment from any land or building and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;
- 16.1.11 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Loan Equipment or Rental Equipment and, where the Loan Equipment or Rental Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Loan Equipment or Rental Equipment both during the term of this agreement and for a 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 the Supplier of any rights such person may have or acquire in the Loan Equipment or Rental Equipment and a right for the Supplier to enter onto such land or building to remove the Loan Equipment or Rental Equipment;
- 16.1.12 not suffer or permit the Loan Equipment or Rental Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Loan

Equipment or Rental Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Loan Equipment or Rental Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

16.1.13 not use the Loan Equipment or Rental Equipment for any unlawful purpose;

16.1.14 ensure that at all times the Loan Equipment or Rental Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Loan Equipment or Rental Equipment;

16.1.15 deliver up the Loan Equipment or Rental Equipment at the end of the Loan Period or Rental Period or on earlier termination of this agreement at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Loan Equipment or Rental Equipment is located for the purpose of removing the Loan Equipment or Rental Equipment; and

16.1.16 not do or permit to be done anything which could invalidate the insurances referred to in clause 13.

16.2 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Loan Equipment or Rental Equipment arising out of or in connection with any negligence, misuse, mishandling of the Rental Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Supplier on demand against 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.

17 CHARGES AND PAYMENT

17.1 The price for Goods:

17.1.1 shall be the price set out in the Order; and

17.1.2 where specified, the Bottle Deposit in accordance with clause 18; and

17.1.3 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be set out in the Order and invoiced to the Customer.

17.2 Fixed price Services will be set out in the Schedule and will be charged at the rate set out in the Schedule. Clause 17.8 shall apply where stated in the Schedule.

17.3 The price for the Rental Equipment shall be the Rental Payments which shall be paid to the Supplier as set out in the Schedule.

- 17.4 Where a Contract lasts for more than twelve months, the prices for the Goods, Services and Rental Payments shall be increased from time to time after the first anniversary of the date of the Contract to the prices shown in the Company's then current pricelist.
- 17.5 The Environmental Charge shall be payable by the Customer in respect of each item of Rental Equipment that is returned to, or recovered by, the Supplier at the end of a Rental Period.
- 17.6 The Uplift Charge of 25 pounds shall be payable by the Customer in respect of each item of Rental Equipment or Loan Equipment that is returned to, or recovered by, the Supplier at the end of a Rental Period.
- 17.7 The charges for all other Services shall be calculated as set out in the Schedule and, for those parts where no fixed charges are quoted, on a time and materials basis:
- 17.7.1 the charges shall be calculated in accordance with the Supplier's fee rates, as set out in the Schedule;
 - 17.7.2 the Supplier's fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - 17.7.3 the Supplier shall be entitled to charge an overtime rate of 150% of the fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 17.7.2; and
 - 17.7.4 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 17.8 The Supplier reserves the right to:
- 17.8.1 increase the charges for the Services from time to time; and
 - 17.8.2 increase the Rental Payments from time to time; and
 - 17.8.3 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier.
 - 17.8.4 charge a fee of £25 in the event of a failed delivery if this was due to Customer error;
 - 17.8.5 charge a fee of £75 if any Rental Equipment or Loan Equipment is damaged, destroyed, lost or unrecoverable;

- 17.8.6 charge a fee, which will be quoted in advance, where the Customer requests interim deliveries of Goods in advance of the agreed delivery date.
- 17.9 When calculating any increase the Supplier shall be entitled to take into account:
 - 17.9.1 increases in the costs of materials, costs of production and overheads;
 - 17.9.2 increases in the costs of delivery;
 - 17.9.3 the volume of the Goods or Services ordered;
 - 17.9.4 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 17.9.5 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification or Services Specification; or
 - 17.9.6 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 17.10 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier reserves the right to invoice the Customer on completion of the Services or monthly in arrears.
- 17.11 The Customer shall pay each invoice submitted by the Supplier:
 - 17.11.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
 - 17.11.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, andtime for payment shall be of the essence of the Contract.
- 17.12 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 17.13 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 23 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 17.13 will accrue each day at 4% a year

above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 17.14 All amounts due under the Contract 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).

18 BOTTLE DEPOSIT

- 18.1 The Supplier shall be entitled to charge the Bottle Deposit.
- 18.2 The Supplier shall repay the Bottle Deposit to the Customer for each bottle supplied by the Supplier that is returned to the Supplier undamaged within such period as is specified in the Schedule and if no period is specified within 24 months of the date that it was supplied to the Customer.
- 18.3 Unless otherwise agreed by the Supplier, repayment of the Bottle Deposit shall be made by credit against the next invoice issued to the Customer within 30 days of return of the bottles to the Supplier.

19 RENTAL DEPOSIT

- 19.1 The Rental Deposit is a Rental Deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Rental Equipment. Where specified in the Schedule the Customer shall, on the date of this agreement, pay the Rental Deposit to the Supplier. If the Customer fails to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Rental Equipment (in whole or in part), the Supplier shall be entitled to apply the Rental Deposit against such default, loss or damage. The Customer shall pay to the Supplier any sums deducted from the Rental Deposit within ten (10) Business Days of a demand for the same. The Rental Deposit (or balance thereof) shall be refundable within ten (10) Business Days of the end of the Rental Period.

20 INTELLECTUAL PROPERTY RIGHTS

- 20.1 Unless otherwise specified in a Goods Specification or Service Specification, Intellectual Property Rights shall be owned as follows:
- 20.1.1 Intellectual Property Rights in any materials provided by the Customer to the Supplier shall be owned by the Customer or any person licensing them to the Customer;
- 20.1.2 Intellectual Property Rights created in or arising out of or in connection with the Goods or Services by the Supplier shall be owned by the Supplier, or, where they are licensed to the Supplier, by the licensor of those Intellectual Property Rights.
- 20.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to use any Intellectual Property Rights which are developed by the Supplier in the course of the Services to the extent necessary for the Customer to use the Services as envisaged by the parties.

20.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 20.2.

20.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Goods and Services to the Customer.

21 CONFIDENTIALITY

21.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, 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:

21.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 21; and

21.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

21.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

22 LIMITATION OF LIABILITY FOR BUSINESS CUSTOMERS: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

22.1 This clause 22 does not apply to Orders with consumers. For Consumer Orders see the Consumer Appendix.

22.2 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

22.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

22.2.2 fraud or fraudulent misrepresentation;

22.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

22.2.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

22.2.5 defective products under the Consumer Protection Act 1987.

22.3 The Supplier shall not be liable for any defects in, caused by, or arising from, any bottles or other materials or goods supplied by a Customer to be filled or used by the Supplier in the delivery of the Goods or Services.

- 22.4 Subject to the Consumer Appendix and clause 22.2, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 22.4.1 loss of profits;
 - 22.4.2 loss of sales or business;
 - 22.4.3 loss of agreements or contracts;
 - 22.4.4 loss of anticipated savings;
 - 22.4.5 loss of use or corruption of software, data or information;
 - 22.4.6 loss of or damage to goodwill; and
 - 22.4.7 any indirect or consequential loss.
- 22.5 Subject to clause 22.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to the sums recoverable under the insurances held by the Supplier and if any such insurance fails to accept a claim to the sum of £50,000.
- 22.6 Subject to the Consumer Appendix, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 22.7 This clause 22 shall survive termination of the Contract.

23 CANCELLATION AND TERMINATION

- 23.1 The Consumer Appendix sets out the rights of a Customer who is a consumer to cancel an Order.
- 23.2 A Customer may not cancel an Order except as set out in the Schedule or with the written consent of the Supplier.
- 23.3 Where an Order is for Services, and the Supplier believes that it has completed the Services, or that it will not be reasonably practicable to complete the Services, the Supplier may cancel the Order for the balance of the Services.
- 23.4 The Supplier may cancel or reduce deliveries under an Order for Goods where it is restricted from abstracting sufficient water from its source to fulfil the Order.
- 23.5 Without affecting any other right or remedy available to it, either party may terminate a Contract with immediate effect by giving written notice to the other party if:
- 23.5.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that

breach within 30 days after receipt of notice in writing to do so or commits repeated breaches of its obligations;

- 23.5.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 23.5.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 23.5.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

Where there is more than one Contract or more than one Schedule to a Contract the notice of termination shall specify which Contract is being terminated.

- 23.6 Without affecting any other right or remedy available to it, the Supplier may terminate a Contract with immediate effect by giving written notice to the Customer specifying the Contract being terminated if:
 - 23.6.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 23.6.2 there is a change of control of the Customer.
- 23.7 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 23.5.2 to clause 23.5.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 23.8 This agreement shall automatically terminate if the Rental Equipment is, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

24 CONSEQUENCES OF TERMINATION

- 24.1 On termination of a Contract:
 - 24.1.1 the Supplier will notify the Customer whether it will deliver or cancel any Orders that have been placed by the Customer prior to termination and which have not been delivered at the date of termination;

- 24.1.2 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 24.1.3 the Customer shall return all of the Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 24.1.4 the Supplier's consent to the Customer's possession of the Rental Equipment shall terminate and the Supplier may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Rental Equipment and for this purpose may enter the Site or any premises at which the Rental Equipment is located; and
- 24.1.5 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to the Supplier on demand:
- (a) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 17.13;
 - (b) any costs and expenses incurred by the Supplier in recovering the Rental Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 24.2 Upon termination of this agreement by the Supplier pursuant to clause 23.5, any other repudiation of this agreement by the Customer which is accepted by the Supplier or pursuant to clause 23.8, without prejudice to any other rights or remedies of the Supplier, the Customer shall pay to the Supplier 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.
- 24.3 The sums payable pursuant to clause 24.2 shall be agreed compensation for the Supplier's loss and shall be payable in addition to the sums payable pursuant to clause 24.1.5. Such sums may be partly or wholly recovered from any Rental Deposit.
- 24.4 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and 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 Contract which existed at or before the date of termination or expiry.
- 24.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

25 **FORCE MAJEURE**

- 25.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

26 **GENERAL**

26.1 **Assignment and other dealings**

26.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

26.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

26.2 **Notices.**

26.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by fax to its main fax number or sent by email to the address specified in the Schedule.

26.2.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 12 noon on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 12 noon on the next Business Day after transmission.

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

26.3 **Severance.** If any provision or part-provision of the Contract 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 the Contract.

26.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial

exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 26.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 26.6 **Entire agreement.**
- 26.6.1 The Contract 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.
- 26.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 26.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 26.7 **Third parties rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 26.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 26.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 26.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

CONSUMER APPENDIX

1 YOUR RIGHTS TO END THE CONTRACT

1.1 **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:

1.1.1 **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), **see** clause 3 of this Consumer Appendix;

1.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 1.2 of this Consumer Appendix;

1.1.3 **If you have just changed your mind about the product, see** clause 1.3 of this Consumer Appendix. 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 goods.

1.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clauses 1.2.1 to 1.2.5 of this Consumer Appendix 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:

1.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to;

1.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

1.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

1.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or

1.2.5 you have a legal right to end the contract because of something we have done wrong.

1.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought over the telephone or by mail order 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 set out in more detail in these terms.

1.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- 1.4.1 bottles of water once those bottles have been opened or damaged in any way;
 - 1.4.2 services, once these have been completed, even if the cancellation period is still running;
 - 1.4.3 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - 1.4.4 any products which become mixed inseparably with other items after their delivery.
- 1.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- 1.5.1 **Have you bought services (for example, cooler servicing)?** If so, you have 14 days after the day we email you to confirm we accept your order. 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.
 - 1.5.2 **Have you bought goods (for example, bottled water)?** If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**
 - (a) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
 - (b) **Your goods are for regular delivery over a set period (for example a regular monthly order).** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

2 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

- 2.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 2.1.1 **Phone or email.** Call customer services on 01243 376156 or email us at office@southdownswater.co.uk. Please provide details of what you bought, when you ordered or received it and your name and address. You can complete and attach the Cancellation Form set out at the end of this Appendix if that assists.
 - 2.1.2 **By post.** Complete the form set out at the end of this Appendix and post it to us at the address on the form. Or simply write to us at Southdowns Water Co. Ltd, Windsor House, Clovelly Road, Southbourne, Hampshire PO10 8PF including details of what you bought, when you ordered or received it and your name and address.

2.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Southdowns Water Co. Ltd, Windsor House, Clovelly Road, Southbourne, Hampshire PO10 8PF or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01243 376156 or email us at office@southdownswater.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

2.3 **When we will pay the costs of return.** We will pay the costs of return:

2.3.1 if the products are faulty or misdescribed;

2.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

2.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

2.5 **How we will refund you.** We will refund you the price you paid for the products including delivery costs. However, we may make deductions from the price, as described below.

2.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

2.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

2.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

2.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

2.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

2.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 2.2.

2.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

3 **IF THERE IS A PROBLEM WITH THE PRODUCT**

3.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 01243 376156 or write to us at office@southdownswater.co.uk or Southdowns Water Co. Ltd, Windsor House, Clovelly Road, Southbourne, Hampshire PO10 8PF.

3.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.

3.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01243 376156 or write to us at office@southdownswater.co.uk or Southdowns Water Co. Ltd, Windsor House, Clovelly Road, Southbourne, Hampshire PO10 8PF for a return label or to arrange collection.

4 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

4.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

4.2 **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

- 4.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 4.4 **We are not liable for business losses.** Where you purchase as a consumer we only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose this Consumer Appendix will not apply and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5 HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 5.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 5.1.1 to supply the products to you;
- 5.1.2 to process your payment for the products; and
- 5.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 5.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 5.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Southdowns Water Co. Ltd, Windsor House, Clovelly Road, Southbourne, Hampshire PO10 8PF. office@southdownswater.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate