

BWT UK Limited
Terms & Conditions

1. All equipment including coolers (the "Equipment") and the Bottles supplied for use therewith are supplied to the Customer by BWT UK Limited (the "Company") on the terms and conditions contained in this agreement. Unless the Equipment is specifically stated as being sold to the Customer in the Supply Agreement the Equipment and Bottles shall remain the property of the Company. The Company may assign its rights herein without requiring the Customer's consent.
2. This Agreement contains the entire agreement between the parties and supersedes and shall take precedence over any other agreements, contracts or understandings whether written or oral relating to the Equipment, Bottles and related services which the Customer may attempt to impose. Any variation must be in writing by an authorised signatory of the Company.
3. The Company shall be entitled to terminate this Agreement forthwith by notice in writing to the Customer at any time in the event that the Customer shall:
 - a. not pay when due any monies under this Agreement; or
 - b. abandon the rental Equipment or Bottles; or
 - c. fail to perform any of the Terms and Conditions on its part as required by this Agreement; or
 - d. become bankrupt or insolvent or being a company make an assignment for the benefit of its creditors or cease to do business as a going concern or enter into liquidation whether compulsory or voluntary or have a receiver appointed or take or suffer any similar action in consequence of debt.
4. The Agreement shall commence from the start date specified on the Supply Agreement and continue for the period specified on the Supply Agreement. The Customer may terminate the agreement by giving the Company a minimum of one month's notice, in writing, prior to the renewal date. Failing such notice, the agreement shall renew for a further year and then subsequent years thereafter. If the Customer terminates this agreement then the Company reserves the right to charge a reasonable fee to cover the costs of administration and collection. For the avoidance of doubt, in the event that the Client terminates this Agreement less than one month before any anniversary of this Agreement, this Agreement shall be terminated forthwith but the Client shall remain liable to the Company for the whole of the subsequent year's charges relating to the Equipment. No refund of the Rental shall be payable by the Company to the Client upon termination of this Agreement.
5. Upon termination of the Agreement for any reason, the Company may enter the Customer's premises and take immediate possession of any Bottles and rented Equipment. Termination shall not relieve the Customer from any obligation to pay rent or other monies owing to the Company and the Company reserves the right to recover reasonable collections and administration costs, including reasonable legal costs, from the customer. In addition if the Customer defaults, the Company shall have all rights and remedies which are available to it under applicable law.
6. The Customer will pay a bottle deposit at the prevailing rate on each Bottle supplied under the Agreement. The Company will refund the bottle deposit on each Bottle returned to the Company which is (in the opinion of the Company) in a condition suitable for their re-use as the Company's bottled water containers.
7. All charges for Equipment, water and services supplied by the Company and charges for bottle deposits must be paid by the Customer within 30 days of the date of invoice (the "Due Date"). If any sum remains outstanding after the Due Date the Company shall be entitled to suspend further deliveries, and interest shall become payable on the outstanding balance calculated on a daily basis from the Due Date to the date of payment at a rate of 1.5% per month on the sum outstanding.
8. The Company shall be entitled to increase the rental charge or other charges from time to time by a reasonable amount by giving written notice to the Customer and has the right to charge an environmental levy to fully comply with the EU Waste Electrical and Electronic equipment directive.
9. The Company shall reserve the right to charge an excess delivery fee in the event that it is necessary to deliver water or the Equipment as part of a non-scheduled delivery.
10. The Customer shall be responsible for all damage to and loss or destruction of the Bottles and the rented Equipment and shall pay the Company on demand the replacement, refurbishment or repair costs of any items or Equipment and the Company shall be entitled to utilise any deposits paid by the Customer towards the cost of such.
11. The Company may at its discretion from time to time replace the Equipment with comparable units whereupon such comparable units shall become the Equipment for all the purposes of this Agreement.
12. During the continuance of this Agreement the Customer shall:
 - a. Not make any modifications to the rented Equipment.
 - b. Not to move the rented Equipment from the place where installed by the Company without prior consent.
 - c. Operate the rented Equipment in accordance with the instructions supplied by the Company.
 - d. Comply with the terms of the Electricity at Work Regulations 1989.
 - e. Ensure that the Equipment is kept in sanitary condition.
 - f. Be responsible for the bottle changing and the safe storage of bottles.
 - g. At all reasonable times, allow Company personnel to visit the premises to inspect the Equipment and provide safe access to the Equipment and ensure the health and safety of the Company's personnel whilst on the premises.
 - h. Promptly notify the Company if the Equipment is not operating correctly.
 - i. Only dispense water supplied by the Company and not refill the Bottles.
 - j. Not lend, let on hire, sell, assign transfer, charge, dispose of or part possession of the Bottles, the rented Equipment or this Agreement or any of the rights or obligations hereunder without the Company's previous written consent.
13. The Company shall not be liable for any damage 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 condition or warranty express or implied statutory or otherwise including liability for negligence on the part of the Company 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 any liability of the Company for death or personal injury resulting from its negligence.
14. This Agreement shall be governed by and construed in accordance with the laws of England.