

**AGREEMENT COVERING:
R-RENTAL**



CUSTOMER DETAILS

Please use Black Ball point pen to fill out the form

Account Numbers									
Delivery Account Number					Invoice Account Number				
Delivery Details					Invoice/Account Details				
Company Name		Company Type			Company Name		Company Type		
Contact Name					Contact Name				
Delivery Addr. 1					Invoice Addr. 1				
Delivery Addr. 2					Invoice Addr. 2				
Delivery Addr. 3				Postcode	Invoice Addr. 3				Postcode
Contact Email					Invoice Email				E-Bill
Tel		Mobile			Tel		Mobile		
Access Times		From	To		PO#		PO Length	Invoice Freq.	
Days Closed		<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	Environmental Charges	Key Account	Account Group

EQUIPMENT DETAILS

Contract Type:		R - Rental			WHA recommends sanitisation is completed as follows: 26 weeks POU coolers & 52 weeks Boilers / hot units				
Business Type:		NAB- New or Additional Business			Rental Frequency:		PA - Annual, PQ- Quarterly, PM- Monthly, PW- Weekly		
Contract Type	Business Type	Product Description				Qty	Rental Frequency	Price Per Unit	Contract Term

WATER/CONSUMABLES/ACCESSORIES

Description	Cost (Each)	Deposit (Each)	Initial Delivery Volume	Delivery Frequency
Water				
Bottle Rack				
Cups				N/A
Other				

INSTALL & DELIVERY OF EQUIPMENT

Description of Charge	Cost Per Unit	Quantity	Total Cost	Additional Info

SPECIAL INSTRUCTIONS

AGREEMENT

I agree to take the services products as listed above, on Waterlogic's terms and conditions (Ref:3/2020) specified on this document and I confirm that I am fully authorised to sign for and on behalf of the above customer for all expenditure as detailed in this agreement.

Commencement Date: (Date of Install)		(Standard Payment terms = 30 Days, Prices exclusive of VAT)	
Signed on behalf of the customer:		Agreed on behalf of Waterlogic GB Limited	
Name (Print)		Name (Print)	
Name (Sign)		Name (Sign)	
Job Title		Job Title	
Date		Date	

For Office Use Only	Sales lead Ref:	Depot/Route:	Additional Info:
Sani Consumables:	Site Survey Required:	Utility Points Available:	Credit Control Notice:

Waterlogic GB Terms and Conditions

Rental Agreement

1 Interpretation

1.1 DEFINITIONS

Business Day a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Commencement Date the date at which units are installed

Conditions the terms and conditions set out in this document, as amended from time to time in accordance with Condition 11.6.

Contract the contract between the Supplier and the Customer for the Rental of the Units consisting of the Schedule and the Conditions.

Customer the, company or other organisation named in the Contract

Extension Period the extended period of Rental as defined in Condition 3.

Initial Period the Contract Term specified in the Schedule..

Maintenance Fees the fees for the Supplier's services under sections 3.4 and 3.5 below.

Payments the payments specified in the Schedule which include the Rental Payments and the Maintenance Fees.

Rental the rental of units in accordance with section 3.

Rental Payments the part of the Payments payable by the Customer in respect of the Rental of the Units.

Schedule the commercial terms contained in the schedule overleaf signed by the Customer and Supplier

Specification any specification for the Units, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Standard Payment Terms 30 days from invoice date unless otherwise stated.

Supplementary Charges the charges set out in Conditions 5.3 to 5.6.

Supplier Waterlogic GB Ltd (registered in England and Wales with company number 02418453).

Units any water cooler machines and associated goods and equipment (or any substitute for such items) to which this Contract applies.

1.2 Interpretation

- 1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 any phrase introduced by the terms **including**, **include**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.3 unless the context requires otherwise, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.2.4 a reference to **writing** or **written** includes emails.

2 Basis of contract

- 2.1 The terms of Contract shall consist of the Schedule overleaf and these Conditions 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. Neither these Conditions nor the Schedule shall be modified without the written agreement of the Supplier.

3 Rental of Units

- 3.1 The Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with Condition 8, shall continue for the Initial Period and then shall automatically extend for consecutive 12 month periods unless the contract is terminated in accordance with the conditions set out in Clause 8.3.
- 3.2 The Supplier shall rent the Units to the Customer (**Rental**) subject to the Contract.
- 3.3 The Supplier shall perform its obligations with reasonable care and skill.
- 3.4 The Supplier shall carry out routine periodic servicing of the Rental Units as set out in the Schedule which shall include:
- 3.4.1 replenishment of any consumables and bottles;
- 3.4.2 exchange of any Rental Units if applicable but for the avoidance of doubt the Supplier shall not be obliged to exchange the Units where, in the Supplier's reasonable opinion, malicious damage has occurred; and
- 3.4.3 non-routine maintenance or repairs shall be carried out in accordance with Condition 6 below.
- 3.5 For the period of any Rental, the Customer shall:
- 3.5.1 ensure the Units remain readily identifiable as the Supplier's property;
- 3.5.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Units;
- 3.5.3 maintain the Units in satisfactory condition and keep them insured with an insurance company authorised by the

- 3.5.4 Financial Conduct Authority against all risks for their full value from the date of delivery;
- 3.5.5 notify the Supplier immediately if it becomes subject to any of the events listed in Condition 10.1;
- 3.5.6 give the Supplier such information relating to the Units as the Supplier may require from time to time; and indemnify the Supplier against all claims, damage, loss, costs and expenses (including legal costs on a full indemnity basis) arising out of the Customer's possession, operation, control or use of the Units, other than death or personal injury resulting from our negligence..
- 3.6 The Supplier may replace the Rental Units from time to time with substitute goods of a substantially similar standard and specification to the Units.

4 Non-routine repair and maintenance

- 4.1 Upon any fault occurring with the Units or if the Units become a health and safety hazard:
- 4.1.1 the Customer shall notify the Supplier as soon as possible and take such steps as are reasonably necessary to mitigate the effect of such fault or hazard; and
- 4.1.2 subject to Condition 5.2, the Supplier shall, as soon as reasonably practicable, take all proper steps to correct the fault at its own cost by repairing or replacing all or part of the Units.
- 4.2 The Payments include the provision of non-routine repairs required as a result of a malfunction or component failure but do not include the repair of any faults in the Units arising from or in connection with:
- 4.2.1 misuse, vandalism, incorrect environmental conditions (including, without limitation, incorrect temperature levels), mains electrical surges or failures; or
- 4.2.2 any other accidental, negligent or wilful damage for which Supplementary Charges will be payable.

5 Payments, supplementary charges and other charges

- 5.1 The Customer shall pay the Rental Payments and Maintenance Fees without deduction, counterclaim or set-off.
- 5.2 The Supplier may vary the Prices as follows:
- 5.2.1 at any time where performance of its obligations under the Contract become more difficult and/or costly as a result of new laws or regulations or a change in existing laws or regulations, including those which result in increases in National Insurance contributions and other staff costs;
- 5.2.2 to take account of an increase in the Supplier's operating costs including (without limitation) increases in fuel prices.

Supplementary charges

- 5.3 The Supplier reserves the right to recharge to the customer, any unforeseen costs incurred by the Supplier, beyond the Suppliers control.
- 5.4 Supplementary Charges and other charges referred to in this Condition 5 are payable at the rates current at the time that the relevant services are provided, or costs incurred and Standard Payment Terms shall apply.
- 5.5 All Payments are subject to the addition of VAT at the prevailing rate which shall be additionally payable by the Customer in full.

6 Customer's obligations

- 6.1 The Customer shall notify the Supplier of any material changes to their details including, a change in the person or persons controlling the company, its address and invoicing details.
- 6.2 The Customer agrees and covenants with the Supplier as follows:
- 6.2.1 to allow the Supplier and its agents full, convenient and safe access to the Units during such hours as may be necessary to perform its obligations under the Contract;
- 6.2.2 not to interfere with the Units (including but not limited to attempting to repair, adjust or modify the Units);
- 6.2.3 to care for and operate the Units in accordance with all relevant instructions;
- 6.2.4 not to connect the Units (other than with the Supplier's prior written consent) to any other equipment;
- 6.2.5 where the type of Unit supplied allows the Customer to fill containers with water supplied by the Customer, the Customer shall be wholly responsible for the quality of the water and the cleanliness of the containers used.
- 6.2.6 to promptly carry out such action to the Units as may be advised by the Supplier from time to time;
- 6.2.7 to take all reasonable steps to eliminate any cause of a fault as set out in Condition 6.2; and
- 6.2.8 to notify the Supplier immediately of any loss or damage to the Units and/or the bottles.

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- 6.3 Where the Units supplied under the Contract are manufactured or customised to the Customer's own specifications or requirements, the Customer acknowledges that:
- 6.3.1 the Units are required for the purposes of a business carried on by the Customer;
- 6.3.2 the Units were selected by the Customer and acquired at its request by the Supplier from its supplier for the purposes of the Contract; and
- 6.3.3 the Supplier's supplier is not the agent of the Supplier unless this is required by law.
- 7 Data**
- 7.1 For the purposes of this Condition 7, the following terms shall have the meaning defined in the Data Protection Legislation: **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures.**
- 7.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Condition 8, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 7.3 Without prejudice to the generality of Condition 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.
- 7.4 Without prejudice to the generality of Condition 7.2, the Supplier shall, to the extent that the Supplier acts as the Processor in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 7.4.1 process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 7.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 7.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 7.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 7.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 7.4.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 7.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 7.4.8 maintain complete and accurate records and information to demonstrate its compliance with Condition 7.
- 7.5 The Customer agrees that the Supplier has general authorisation to appoint sub-processors under this Maintenance Agreement. The Supplier shall notify the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object to such changes. The Supplier shall ensure that any sub-processor that is engaged to process personal data on its behalf is subject to data protection obligations that are similar to those applicable to the Supplier under this Maintenance Agreement and will remain liable for the acts and omissions of the relevant sub-processor.
- 7.6 Either party may, at any time on not less than 30 days' notice, revise this Condition 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 8 Termination**
- 8.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice:
- 8.1.1 if the Customer breaches any condition of the Contract;
- 8.1.2 if the Customer fails to pay any amount due under the Contract on the due date for payment;
- 8.1.3 in the event of the Customer's abandonment of the Units or Bottles;
- 8.1.4 in the event of the Customer becoming bankrupt or insolvent or, being a company, making an assignment for the benefit of its 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 consequences of debt;
- 8.1.5 in the event that the person or persons in control of the Customer at the date hereof cease to be in control; or
- 8.1.6 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in Conditions 8 to 8.1.6, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 The Maintenance of the Units pursuant to this Contract will start on the date of the Contract and shall continue for the Initial Period. The Customer may terminate the Contract by giving a minimum of 80 days' notice prior to the expiry of the Initial Period or subsequent Extension Period. Failure to give such notice in accordance with this Condition 8.3 shall mean the Contract shall be renewed for a further 12 months.
- 8.4 On termination of the Contract for any reason:
- 8.4.1 the Customer shall, without prejudice to the Supplier's other rights and remedies, pay to the Supplier on demand any and all Rental Payments, Maintenance Fees and other sums payable under the Contract up to the date of termination;
- 8.4.2 pay to the Supplier as agreed compensation for the Supplier's loss of profit, a sum equal to the aggregate of all Rental Payments which, but for termination, would have fallen due during the remainder of the Initial Period less a discount for early receipt of the Rental Payments of 2% (two percent.) per annum;
- 8.4.3 the rental of units shall cease and the Customer shall immediately make the Units available for collection by the Supplier in good working order and condition (fair wear and tear excepted), in default of which the Supplier shall be entitled to charge Payments from the date of termination to the date on which Units are collected.
- 8.5 In the event that:

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- 8.5.1 the Customer seeks to terminate the Maintenance of one or more of the Units or the Contract in its entirety, otherwise than in accordance with the notice requirements in Condition 8.3; or
- 8.5.2 any of the circumstances in Condition 8.1 occur and as a result the Supplier elects to terminate the Contract, the Customer shall pay to the Supplier, in addition to the sums payable under Condition 8.4, the following sums by way of liquidated damages:
- (a) the charges which would have become payable if the notice requirements in Condition 8.3 were complied with; and
 - (b) a fee up to £175.00 per Unit at the Supplier's reasonable discretion to cover the costs of administration and collection of the Units and bottles.
- 8.6 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 8.7 The Supplier will retain the title of the Units and, upon termination, will retain the right to enter Customer premises and remove the units.
- 8.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 9 Limitation of liability**
- 9.1 Subject to Condition 9.2, all conditions, warranties and representations, whether express or implied and whether arising by reason of statute, common law or otherwise relating to the quality of the Units, their suitability or fitness for purpose and their conformity with description or sample are expressly excluded from the Contract to the fullest extent permitted by law. In particular, any published pictures or descriptions of the Units are for indication purposes only and actual products supplied may differ from such pictures or descriptions.
- 9.2 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 9.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.2.2 fraud or fraudulent misrepresentation;
 - 9.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 9.2.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.3 Subject to Condition 9.1:
- 9.3.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, consequential or special loss or damage arising under or in connection with the Contract;
 - 9.3.2 the Supplier's liability for loss or damage to property including fixtures and fittings caused by an act or omission of the Supplier or its agents, employees or sub-contractors shall not exceed £1,000,000 per incident; and
 - 9.3.3 the Supplier's total liability to the Customer in any 12-month period caused by an act or omission of the Supplier or its agents, employees or sub-contractors in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total payments paid to the Supplier in such 12-month period;
- 9.4 The Customer shall indemnify the Supplier against any or all of the following:
- 9.4.1 any loss or damage to the Units, howsoever arising
 - 9.4.2 any and all damage, loss, liability or expenses which the Supplier may suffer or incur as a result of a claim by a third party; and
 - 9.4.3 all costs and expenses (including without limitation enquiry agents, debt collection agents and legal costs on a full indemnity basis) incurred or sustained by the Supplier in enforcing any of the terms of this Contract.
- 10 Notices**
- 10.1 Any notice required or permitted to be given under the Contract shall be deemed to have been validly given if served personally upon that party or if sent by first class pre-paid post or other next working day delivery service or sent by email to the address of that party as stated in the Contract, its last known address or its registered office.
- 10.2 A notice or other information sent by first class pre-paid post shall be deemed to have been received by the other party within 48 hours after the date of posting. Any notice or other information sent by email shall be deemed to have been received by the other party at the time that it was transmitted.
- 11 General**
- 11.1 If the Customer's own systems require it, the Customer shall provide a correct purchase order number at the time of signing the Contract.
- 11.2 The Supplier (but not the Customer) may at any time assign, novate, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract (in whole or in part) to any other party without the consent of the Customer.
- 11.3 The person or persons who sign the Contract on behalf of the Customer warrant that they have the appropriate and necessary authority to do so and to bind the Customer to the terms set out herein. Where two or more persons are stated to be the Customer, each of those persons shall be jointly and severally liable for performance of the Customer's obligations under the Contract.
- 11.4 Where the Contract has been signed by the Customer electronically, the Customer confirms that the electronic signature which it has used to enter into this Contract is valid and binding on it.
- 11.5 This Contract constitutes the entire agreement between the parties and may only be modified by agreement in writing, such variation to be signed by the parties (or their authorised representatives). If any part of it shall, for any reason, be found or held illegal, invalid or unenforceable, this shall not affect the remainder of its terms which shall survive and be construed as if the illegal, invalid or unenforceable part had not been contained in the Contract.
- 11.6 No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 11.7 No failure or delay by the Supplier to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.8 The parties agree that it is not practical to obtain signatures for all services performed and so the Customer accepts that the Supplier's computerised records of the services provided under the Contract will be adequate proof of the fact that those services have been delivered.
- 11.9 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. 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 this Contract or its subject matter or formation.
- 11.10 If at any point the Supplier undergoes a change of legal entity, this contract and all conditions within, will transfer to the new legal entity.