

TERMS AND CONDITIONS OF BUSINESS

1. All equipment including water coolers (the "Equipment") is leased and bottles designed and containing Spring Water for use therewith (the "Bottles") are supplied to the Customer by CRYSTAL CLEAR PRODUCTS (2000) Ltd (the "Lessor") on the terms and conditions described in this Agreement. The Equipment and the Bottles supplied to the Customer by the Lessor shall remain the property of the Lessor at all times. The Lessor agrees to service and make good and return to working order in a good and workmanlike manner the Equipment without additional charge to the Customer and within 7 days after notice of defects is received by the Lessor.
2. The Lessor shall have access to the Equipment and the Bottles at all reasonable times giving no less than 3 days written notice to the Customer and for each purpose may enter on the premises where the Equipment and the Bottles may be located for the purpose of carrying out its obligations and exercising its rights hereunder.
3. The Lessor may at its discretion from time to time withdraw the Equipment from the Customer and substitute it with Equipment comparable in performance but not necessarily identical in appearance and at no extra cost to the Customer and the terms and conditions of this Agreement shall continue to apply to such substituted Equipment.
4. The Lessor shall not be liable for any damages caused by the Equipment, the Bottles servicing the Equipment or other performance under this Agreement unless caused by the Lessor's negligence. 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 Lessor shall be limited to the repair or replacement of any defective Equipment or other items supplied and shall in no event include any liability for incidental or consequential loss or damage. Nothing herein however shall be deemed to restrict or exclude any liability of the Lessor for **death or personal injury resulting from its negligence**.
5. The Lessor may terminate the Agreement if any of the following shall happen:
 - a) non-payment when due of any rent or other monies owing by the Customer to the Lessor for invoices unpaid for a period in excess of 60 days; or
 - b) the Customer's abandonment of the Equipment or the Bottles; or
 - c) the Customer's failure to perform any of the terms and conditions on its part contained in this Agreement; or
 - d) the Customer becoming bankrupt or insolvent, or being a company making an assignment for the benefit of creditors or ceasing to do business as a going concern or entering into liquidation whether compulsory or voluntary or having a receiver appointed or taking or suffering any similar action in consequence of debt save for the purposes of amalgamation or reconstruction;
6. The Customer shall use the Equipment solely for the purpose as a watercooler and dispenser of the Lessor's water as supplied to the Customer. On termination, the Customer shall return the Equipment in the same condition as it was when originally supplied by the Lessor (ordinary wear and tear excepted).
7. The Customer shall not modify or repair the Equipment and shall not refill or otherwise reuse the bottles. The Equipment shall be used only for the dispensing of the Lessor's Bottles of Spring Water except with the Lessor's previous written consent. If the Customer does not order any bottled water from the Lessor for a period of six months this Agreement may be terminated immediately by the Lessor.
8. The Customer shall be responsible for all damage and loss to the Equipment and to the Bottles. If the Equipment or Bottles are lost, damaged or destroyed, the Customer shall pay to the Lessor on demand the replacement cost of any items so lost, damaged or destroyed and the Lessor shall be entitled to utilise any deposits made by the Customer towards the replacement of such items whilst on the Customer's premises, save that the Customer will not be responsible for any damage caused by the Lessor during any periodic cleansing or on-site maintenance.
9. The Customer will not lend, let, hire, assign, transfer, charge, dispose of or part with possession of the Equipment or the Bottles from the location indicated overleaf without the Lessor's previous written consent.
10. The Customer agrees to pay a deposit at the prevailing rate for each Bottle delivered to the Customer by the Lessor. For each Bottle returned to the Lessor in the condition it was delivered the Lessor agrees to offset such deposit against each invoice delivered at month end or within 30 days whichever is the sooner.
11. All Equipment will be rented at the rate listed overleaf together with value added tax at the applicable rate. All rent and monies, including charges for the sanitisation service and water delivered by the Lessor, must be paid within 14 days of the date of the Lessor's invoice. If any invoice remains outstanding after 30 days interest shall accrue calculated on a daily basis from the due date of payment at a rate of 2.5% monthly. Equipment rentals will be yearly as specified overleaf payable in advance. Invoicing for all other products and services shall be monthly.
12. This Agreement shall be binding for the period covered by the initial payment and shall continue thereafter as set out in the particulars overleaf unless either party terminates the Agreement. Termination shall be by the giving to the other party one month's notice in writing to be sent to the other party's usual place of business by recorded delivery post or by email or by fax.
13. Upon termination of this Agreement, the Lessor may take immediate possession of the Equipment and Bottles. Termination shall not relieve the Customer from any obligation to pay rent or other monies owing to the Lessor up to the termination date. The Lessor will at the date of termination refund any deposits paid for returned Bottles whether empty or unused together with pro rated rent for Equipment.
14. If the Customer does not perform any of its obligations contained herein the Lessor shall have all rights and remedies which are available to it under applicable law as well as the right to recover reasonable and proper collection costs, including legal fees from the Customer.
15. The Lessor will periodically at 3 monthly intervals throughout the contract term cleanse and keep sanitised the Equipment.
16. If the Lessor breaches any of its terms and conditions the Customer has the right to immediately terminate this Contact.
17. The Lessor will deliver to the Customer water bottles refills as set out in the delivery schedule every 2 weeks or as agreed or varied from time to time between the Customer and the Lessor.
18. This Agreement shall be governed by and construed in accordance with the Laws of England.