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SERVICE AGREEMENT

Service Agreement regulated by the Consumer Credit Act 1974

Representative: Lead from: Representative Website Advertising Recommendation

Hire Agreement between Waterstation Limited
of: 3rd Floor, The Pinnacle, Central Court, Station Way
Crawley, RH10 1JH
ENGLAND

Telephone No.: 01293 763032
Fax No.: 0870 010 7166
Agreement No.:

and the Customer:

'The Customer'		_____	
Contact Details		Installation Address	
Address:	_____	Address:	_____
	_____		_____
	_____ Postcode: _____		_____ Postcode: _____
Contact Name:	_____	Contact Name:	_____
Telephone No.:	_____	Telephone No.:	_____
Email:	_____	Email:	_____

Water Cooler details:

Model Name	Quantity	Colour	Serial No.	Location

Terms:

It is hereby agreed that the service charges and initial agreement period shall be as follows:

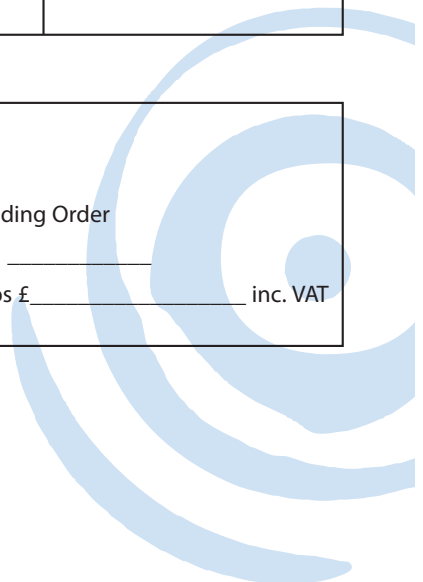
The primary period 3 years 5 years 7 years

Rental £ _____ + VAT @20% Total _____ Payable by Standing Order

Cups No. of cups _____ Cost £ _____ + VAT @20% Total _____

Payable Monthly Quarterly Annually First payment in advance including any cups £ _____ inc. VAT

WaterStation Ltd, 3rd Floor, The Pinnacle, Central Court, Station Way, Crawley, RH10 1JH



SERVICE AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

'Owner'	Waterstation Limited. Registered in England no. 4845580
'Equipment'	The equipment described in the Schedule overleaf. Any additions, replacements, renewals or accessions made to it by the Owner or an insurance company. References to 'goods' will be deemed to refer to the 'equipment'.
'Customer'	The person, partnership, corporate body or company named overleaf.
'Net Loss'	The present value of all unpaid rentals (applying the interest rate defined in section D (ii)), for the initial contract period plus legal, administrative and transportation costs, of recovering the equipment, less the sale of proceeds of the equipment.
'Normal working hours'	9.00am to 5.30pm.

A PERIOD OF HIRE

A1 The period of hire will commence on the day the equipment is delivered. The agreement will remain in operation until the agreement is terminated by either party in the manner prescribed in section H.

B OBLIGATIONS OF THE CUSTOMER

- B1 The equipment is insured to the standard defined in section F.
- B2 Selecting the equipment and ensuring that it is suitable for the intended use.
- B3 Services necessary for the operation of the equipment are of the correct voltages and capacities as specified by the manufacturer and are placed within a 3m radius of the base of the machine.
- B4 Installation of the equipment according to the manufacturer's specifications.
- B5 To take general care of the equipment and use only according to the manufacturer's instructions.
- B6 To use the equipment only for purpose(s) indicated by the manufacturer.
- B7 To provide access to the equipment for maintenance, inspection and removal as required by the Owner.
- B8 To pay all hire charges to the Owner on the date they fall due by the means stipulated overleaf.
- B9 To keep the equipment at the location detailed overleaf, subject to written permission of the Owner to relocate the equipment to an alternative location.
- B10 To permit only the Owner's engineers, or the engineers of his appointed agent to repair or maintain the equipment.
- B11 Not to alter or modify the equipment, or attach it to land or buildings other than by fixings required for safe operation.
- B12 Not to attempt to mortgage, sell, use the equipment as security or attempt any other action which may prejudice the Owner's title to the equipment.

C OBLIGATIONS OF THE OWNER

- C1 To supply the equipment detailed in the contract to the premises indicated by the Owner.
- C2 To maintain the equipment in working order throughout the life of the contract.
- C3 To replace the equipment should it become uneconomic or impossible to repair. Replacement equipment will be of at least similar age and capability. The Owner may replace the equipment with newer or higher capability equipment, if in his opinion, this is necessary.
- C4 To provide all parts necessary for the operation of the equipment.

D ADDITIONAL CHARGES

- D1 The Owner may at his discretion make additional charges to the Customer in the following circumstances.
 - (i) Administration and legal costs incurred in recovering a loss resulting from the Customer's default where the equipment has not been removed.
 - (ii) Interest on rentals received after the due date at 4% above the base lending rate of Barclays Bank PLC.
 - (iii) Losses incurred through damage to the equipment caused by:
 - (a) Misuse.
 - (b) Vandalism or wilful neglect.
 - (c) Failure to operate the equipment in accordance with the manufacturer's instructions.
 - (d) Use of the equipment for a purpose other than that for which it was designed.
 - (e) Accidental damage to the equipment by the customer.
 - (f) Installation not in accordance with the manufacturer's specification.
- D2 Where the Owner is called to repair a defect in the equipment and none is found or the fault results from a failure in the services connected to the equipment, a charge may be made. Charges are at the Owner's discretion and will only be made where an engineer is repeatedly called out without cause or where it should have been clear prior to the call being placed the equipment was not at fault.
- D3 Where the Owner at his discretion relaxes his rights under sections D1 and D2 this will not affect the Owner's rights under section D for any or all other situations where a charge may be made.
- D4 Charges made under D1 and D2 are payable on demand but without prejudice to any other right or remedy which the Owner may have under this agreement.

E MAINTENANCE OF THE EQUIPMENT

- E1 The Owner will maintain the equipment in working order throughout the life of the agreement. Maintenance will be provided at the premises of the Customer during normal working hours Monday to Friday (excluding Bank Holidays). The Owner will make his best endeavours to respond to a maintenance call within 72hrs of a call being reported.
- E2 In the event that the Owner fails to rectify a fault within five working days of a call for maintenance being placed, the Customer may claim the rentals payable for the period for which the machine is out of operation. A claim for a rebate of rentals should be made by writing to the company stating the serial number of the specific item of equipment and the dates for which it was out of operation. This clause is conditioned upon the fault not being the result of circumstances detailed in D1(iii) or D2. Subject to clause J6, the Owner will not be liable for any loss or consequential loss however caused.
- E4 Maintenance cover may be withdrawn by the Owner without penalty where the Customer is in default of this agreement.

F INSURANCE

F1 It is the obligation of the Customer to insure the equipment. The policy must be comprehensive, placed with a reputable insurance company and cover the full current replacement cost of the equipment. The policy should contain the following points and be available for inspection by the Owner's officers.

- (i) The Owner's title to the equipment.
- (ii) Name the Owner as loss payee.
- (iii) State that the policy may only be terminated with the written consent of the Owner.

G FORCE MAJEURE

G1 The Owner will not be liable for any losses incurred by the Customer from a breach of this contract where the breach is the direct or indirect result of the circumstances detailed in sections G1(i) to G1(iv).

- (i) Any act of God.
- (ii) Any consequences of war, invasion, hostilities (whether declared or not), civil war, rebellion, insurrection or military operation whether directly affecting the United Kingdom or not.
- (iii) Confiscation or requisition of property by the Government of the United Kingdom or other Foreign power, whether direct or indirect.
- (iv) Riots, civil commotion, strikes, work to rule, general or partial stoppage or restraint of labour, whatever the cause, or any other factor which constitutes in essence Force Majeure.

G2 The Owner shall have the option to terminate the contract without notice or penalty in the event of one of the circumstances described in sections G(i) to G(iv) occurring.

H AGREEMENT TERMINATION

H1 The agreement may be terminated by either party after completion of the primary hire period (J4). Termination is to be made in writing to the other party, giving three months notice. Notice of termination may be given by either party to the agreement. Termination may be effected immediately by Owner in the event of a default (as defined in section I) by the Customer.

I DEFAULT

I1 In the following circumstances the Customer will be considered by the Owner to be in default.

- (i) The Customer commits a breach of this Agreement.
- (ii) The Customer commits an act of bankruptcy (or in Scotland is sequestrated), or has a receiving order made against him, or makes a formal composition with or calls a meeting with his creditors.
- (iii) Execution (in Scotland poinding or arrestment), is levied or attempted against any of the Customer's assets or income.
- (iv) The landlord of the premises where the equipment is kept threatens or takes any steps to distrain the equipment (in Scotland to exercise his right of hypothecation over the equipment).
- (v) The Customer being a partnership is dissolved or being a limited company has a petition to initiate formal winding up proceedings presented, a receiver, administrative receiver or manager appointed.
- (vi) The Customer suffers any event in foreign law similar in effect to the above events.

I2 In the event of one of I1(i) to I1(vi) occurring, the Owner will be entitled, by giving notice in writing, to terminate the contract with immediate effect, remove the equipment from the Customer's premises and recover from the Customer the net loss incurred under the contract as a result of early termination.

J WARRANTIES, INDEMNITIES AND CONSEQUENTIAL LOSS

J1 Subject to clause J6, the Owner will not be liable for indirect or consequential losses incurred by the Customer, irrespective of how the losses arose.

J2 The Customer will indemnify the Owner against all claims for damages, losses, costs and expenses (including legal costs on a full indemnity basis), which arise from his possession or use of the equipment.

J3 All warranties, conditions or other such terms implied by statute or common law are excluded to the fullest extent permitted by law.

J4 The Owner's liability for any breach committed by it shall be limited to 50% of the total rentals for the primary period.

J5 No warranty, condition, description or representation on the part of the Owner is given or implied by these terms.

J6 Nothing in these conditions shall exclude the Owner's liability for loss, injury or death caused by the Owner's negligence or affect the statutory rights of the Customer where the Customer is a consumer as defined in Section 12 of the Unfair Contract Terms Act 1977.

K TITLE TO THE EQUIPMENT

K1 The equipment will at all times remain the property of the Owner.

L GENERAL

L1 The Customer agrees to lodge a copy of this Agreement with the documents of title to the premises which contain the equipment.

L2 Where two or more persons are named as the Customer, their liability shall be joint and several.

L3 This Agreement shall be construed in all respects with English Law. The parties agree to submit to the non-exclusive jurisdiction of the English Courts.

L4 Payment of VAT must accompany all payments of rentals due under this contract at the rate prevailing for the tax point of each payment.

L5 The Customer's rights under this Agreement may not be transferred without the prior written agreement of the Owner.

L6 The Owner reserves the right to subcontract his performance of this Agreement in whole or in part.

L7 The Owner reserves the right to assign his rights arising under this Agreement in whole or in part, without the agreement of the Customer.

M CONTRACT ACCEPTANCE

M1 The Agreement may be terminated by the Owner without penalty to either party if in the judgement of the Owner the Customer's credit rating is insufficient to allow the contract to continue.