

Just Water UK Terms and Conditions

I (A) Bottles are bottles designated by the company or its agents to contain the Company's goods

(B) The Company means Just Water (UK) Limited (Company no. 04233283) whose registered office is at Victoria House, 250 Cowbridge Road East, Canton, Cardiff, CF5 1GZ or any of its designated or authorised agents.

(C) Customer means the person, persons, firm or Company (in the case of a Company including and holding, parent, subsidiary or associated Company) entering into a Contract with the Company and specified overleaf

(D) Delivery Address means the address specified overleaf to which the Equipment Goods or Bottles are to be delivered.

(E) Equipment means any item rented by the Company to the Customer

(F) Goods means any goods or products of whatever nature that are the subject of a contract entered into by the Customer and the Company.

(G) Insurance Value means the value specified in the Agreement of the Equipment and the Bottles

(H) Minimum Hire Period means the period so specified in the Agreement

2. These terms and conditions which may be varied by the Company from time to time and at its discretion upon notice given to the Customer in accordance with paragraph 12 hereof shall govern any contract for the supply of Goods and rental of Equipment and Bottles by the Company to the exclusion of any other terms and no employee or agent of the Company has authority to bind the Company to any verbal agreement which does not comply either with these terms and conditions or any subsequent variations thereto. Any variations of these terms and conditions shall only bind the Company if agreed to in writing by a director of the Company or some other person authorised in writing by a director of the Company.

3. All equipment rented to the Customer by the Company shall remain the property of the Company and title shall not pass to the Customer and all Bottles (if any) shall remain the property of the Company.

4. In accordance with the provisions of the Agreement set out on the reverse hereof the rental of the Equipment will commence on the date of the Agreement and will continue for the Minimum Hire Period and thereafter until terminated by not less than 3 months notice in writing given by one party to the other to expire at the end of a calendar month. In the event that the Customer shall give notice before the expiry of the Minimum Hire Period then the Company will require rental to be paid for the remaining portion of the Minimum Hire Period together with the rental (if any) covering the three months notice period and the Customer shall pay such sums [Upon expiry of the minimum period the Agreement shall continue for either 12, 25, or 35 months (as provided overleaf) until terminated by 3 months notice in writing given by either party to the other.

5. The rental payment for the Equipment will be made by the Customer to the Company or to whom the Company may direct together with the Value Added Tax at the applicable rate for the time being annually in advance and the annual rental may be varied by the Company from time to time by notice in writing to the Customer. Payment for Goods and Bottles shall become due and payable not later than 28 days after the date of the invoice. The company reserves the right to vary the price payable for Goods and Bottles from time to time and at its absolute discretion without prior notice to the Customer. Should the customer fail to make a payment in respect of any invoice then all other unpaid invoices shall become due and payable immediately. In this event the Company shall have the right to withdraw from any further delivery obligations without giving notice to the Customer and the Company may claim compensation for any and all damages caused to it arising from such withdrawal. If the payment of any sum due under these Terms is not made on or before its due date, the Company shall be entitled to charge interest on any overdue sum at a rate of 2 per centum per annum over the base rate of Barclays Bank PLC in force from time to time and be compounded quarterly on the 25th March, 24th June, 25th September and 25th December in each year until the date of payment. Such interest being deemed to accrue from day to day and become payable notwithstanding the fact that a portion of the account may be subject to any dispute or query. The Company shall have the right to recover from the Customer the sum of £15.00 to cover bank charges incurred by the Company on each occasion the Customer dishonours any cheque or direct debit.

6. Unless otherwise provided the Company shall deliver Equipment, the Bottles and the Goods to the Customer at the Delivery Address and shall be responsible for insurance of such items in transit. Risk of loss or damage to such items shall pass to the customer when they are delivered to the Delivery

Address. Delivery dates are not guaranteed and time is not to be deemed of the essence of the Contract and the Company shall in no case be liable for any delay in delivery however caused.

7. If the Customer shall make any default in or commit any breach of any of its obligations in the Agreement or in payment of any sums due to the Company or if the Customer shall abandon the Equipment of the Bottles or if any distress. Execution or other legal process shall be levied upon the Customer's property or assets or if the Customer shall make or offer any arrangement or composition with its creditors or is unable to pay its debts pursuant to the provisions of Sections 268 of the Insolvency Act 1986 or if in any Bankruptcy Petition or Order shall be presented or made against the Customer or the Customer becomes the subject or applies to the Court for an Individual Voluntary Arrangement or if the Customer is a company any resolution or Petition to wind it up shall be passed or presented or if an Administrative Receiver of all or any of its assets shall be appointed, or if the Company applies to or becomes subject to an Administration Order or Voluntary Agreement, or if the Customer is deemed unable to pay its debts pursuant to the provisions of section 123 of the insolvency act 1986, then in each and every case the company shall have the right forthwith or at any time thereafter to determine the agreement or any contract for the supply of goods and to cancel any outstanding delivery or deliveries and to stop any products in transit and notwithstanding any other provision hereof payment in respect of any supply of Goods and Bottles already made shall be immediate due buy without prejudice to any remedy or right which the Company may have against the Customer.

8. Upon termination of the agreement the Company may enter upon the customer's premises for the purpose of repossessing the equipment and the bottles and any unused goods.

9. That during the currency of the Agreement or any extension thereof the Customer undertakes (a) to keep clean and sanitary and properly use at all times the Equipment and the Bottles in accordance with the obligations for sanitation laid down by the Bottled Water Cooler Association for the United Kingdom (b) to use the Equipment and the Bottles solely for dispensing products sold by the Company to the Customer (c) to insure and keep insured to the Insurance Value of the Equipment and Bottles against fire theft and malicious damage with a reputable Insurance company and to produce on demand receipts for premiums paid and in the event that the Customer shall make a claim for damage caused by fire or theft or malicious damage to the Equipment and Bottles and shall receive payment from its insurer in respect thereof such payment shall immediately following upon receipt by paid to the Company (d) not to modify or attempt to repair the Equipment and not to refill or otherwise re-use the Bottles (e) not to loan let on hire sell assign transfer charge dispose of or part with possession of the Equipment and the Bottles and not to remove the Equipment and the Bottles from the Delivery Address without the previous written consent of the Company.

10. The Customer shall be liable to the Company for all damage to and loss of the Equipment and the Bottles and shall pay to the Company on demand the cost of replacement of any items so or damaged and the Company shall be entitled to utilise any deposits held by them on behalf of the Customer towards the replacement of such items

11. In the event of any breakdown in, malfunction or damage (caused otherwise than by an insured risk referred to in clause 9(c) above) to and loss of the Equipment and the Bottles the Customer shall immediately notify the Company. In case of breakdown or malfunction of the Equipment or the Bottles the Company will repair the same without charge and in the case of damage replace the Equipment or Bottles. The Company may at its discretion during the course of the agreement replace the equipment or Bottles. The Company may at its discretion during the course of the agreement replace the equipment and substitute comparable equipment and these terms and conditions shall apply to such substituted equipment.

12. Any notice hereunder shall be in permanent readable form and shall be deemed properly served if addressed to the party concerned at its principal place of business or last known address or in the case of service on the Customer at the Delivery Address and shall be deemed to have been served either forty eight hours after the same is posted by first class prepaid post or upon delivery to the relevant address.

13. The Agreement and these terms and conditions shall be construed and governed in all respects by the Law of England and Wales and all disputes arising under or relating thereto shall be the subject of the jurisdiction of the Courts of England and Wales to which the Company and Customer hereby submit.

14. If any one of the terms and conditions or any sub-paragraph is rendered void or unenforceable at Law then that part shall be severable from these terms and conditions and they shall otherwise remain in full force and effect.