

'Logger for Life' Agreement

This agreement is made on (Date) between Van Walt Ltd, (hereinafter Van Walt), Grayswood, Haslemere, GU27 2DU, United Kingdom and (Name) of (Company) (Address) (hereinafter The Customer)

- The equipment: (List equipment)
- The Project is as specified at the end of this agreement.
- Billing: The customer is billed monthly for 'Logger for Life' items from the date of supply.
- Payment terms are 30 days from date of invoice.
- The equipment remains the property of Van Walt
- The rental period terminates at the agreed project period end date and after all the equipment has been returned to Van Walt in good condition.
- Should the project terminate earlier than the agreed Project End Date, the total cost of the equipment remains as the Total Fee/Amount agreed at the outset.
- If items are not returned at the agreed project end date, monthly invoicing will continue until the items are received by Van Walt.
- During the period of the rental the customer shall at NO time repair any equipment without the consent of Van Walt. Any costs resulting from damage to items, negligence on the part of the user, or any other situation not related to normal wear and tear of items will be charged to the customer, in addition to monthly fees.
- As part of the long term rental agreement customers will be expected to regularly return items, on receipt of a replacement item, for verification; service/battery change; cleaning and calibration checks.
- The user will be responsible for the cost of returning the item(s), Van Walt Ltd will cover the cost of sending the replacement item.
- Van Walt will send a reminder one month in advance of an item being exchanged and we will ask the customer to acknowledge receipt.
- The agreed periods of return and exchange is agreed as follows: (List equipment and exchange frequency)
- Should the project require that an item is returned sooner than the timings recommended above, the same transportation costings apply.
- Any equipment that is not returned within 7 days of receipt of the replacement equipment being received the customer will be charged at the monthly rate for all equipment onsite.
- All 'Logger for Life' fees cover normal wear and tear of our equipment if you want Van Walt to maintain the equipment a separate agreement will be made.
- All 'Logger for Life' equipment should be properly maintained throughout the duration of the project. You will receive maintenance instructions (List)
- As part of the 'Logger for Life' agreement Van Walt must be notified within 48 hours from the time of an equipment malfunction, missing or defective in anyway. For those customers using vanwaltCONNECT notification by Van Walt to the customer of any issue, will be made within 12 hours.
- Once we have been notified of an equipment problem we will prioritise our response aiming to meet the following criteria which will have been discussed with you at the outset of the agreement. All times are within UK standard working days and between the hours of 08:30 and 17:00. Cover outside these hours can be set by separate agreement.



Priority 1	
Definition:	Site critical which results in danger to life; damage to property or significant loss of income
Van Walt response:	Within 30 minutes of receipt
Closure target:	6 working hours

Priority 2	
Definition:	A problem that means loss of data the impact of which might potential lead to, over a period of time: property damage; contamination; unrealistic data for evaluation
Van Walt response:	Within 1 hour of receipt
Closure target:	8 working hours

Priority 3	
Definition:	A non-critical system failure like battery loss
Van Walt response:	Within 2 hours of receipt
Closure target:	24 working hours

- We will notify you by email of a target response time to resolve an issue and should this change once your case has been reviewed, we will keep you informed.
- If an item stops working Van Walt will priority replace the equipment should remote troubleshooting procedures fail to correct an issue.
- Should we need to go onsite to reset or install a replacement unit we will charge agreed travel expenses. (List)
- All equipment must be returned in the original bag or hard case if one was provided.
- Van Walt will not be liable for any consequential, incidental or exemplary damages, including, but not limited to, any loss of profit or revenues, loss of use of any equipment, damage to other equipment, cost of substitute equipment, or downtime costs. Van Walt cannot be held responsible for loss or damage to a customer's business, property, or injury or death to persons. The Customer shall indemnify Van Walt and hold it harmless from any claims for any of the foregoing, including associated legal fees and expenses. This does not affect your statutory rights.
- This agreement will be filed and is part of the 'Logger for Life' agreement applicable for a single project.
- Van Walt will maintain auditable records for:
 - Equipment maintenance
 - Annual service
 - Parts & repairs
 - Any renewal costs

These will be available to the customer at any time.

- Van Walt has the right to change our terms and conditions at any time - if this occurs a new agreement will need to be signed to continue the 'Logger for Life' agreement.
- This agreement falls under the jurisdiction of the courts of England and Wales.

Please read this agreement carefully. If you agree, please sign and return to Van Walt Ltd. We will keep this signed agreement as your consent to abide by the conditions outlined above. We kindly advise you to keep a copy for your records.

Company Name:			
Address:			
Phone:			
Customer Name:			
Project:			
Site Address:			
Project Start Date:		Project End Date:	
Agreed Monthly Fee		Total Project Fee	
Signature:		Date:	