

Norfolk Water Ltd Equipment Rental - Terms and conditions

1. All equipment including coolers (the "Equipment") is leased and bottles designed to contain Drinking Water for use therewith (the "Bottles") are supplied to the customer by Norfolk Water Ltd (the "Lessor") on the terms and conditions described in this Agreement. The Equipment and the Bottles furnished to the Customer by the Lessor shall remain the property of the Lessor. The lessor agrees to service the Equipment without additional charge to the customer within a reasonable time after notice of defects is received.
2. The lessor shall have access to the Equipment and the Bottles at all reasonable times and for such 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 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 of the Equipment or other performance under this agreement. 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 and 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.
 - b. The Customer's abandonment of the Equipment or Bottles
 - c. The Customer's failure to perform any of the terms and conditions on its part as required by 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 or debt.
6. The Customer shall take good care of, properly use and keep clean and sanitary at all times the Equipment and the Bottles. When this agreement terminates, the Customer shall return the equipment in the same condition as it was originally supplied by the Lessor (ordinary wear and tear accepted).
7. The Customer shall not modify or repair the equipment and shall not refill or otherwise re-use the Bottles. The Equipment shall be used only as intended and for the dispensing of the Lessor's Bottles of water except with the Lessor's previous written consent.
8. The Customer shall be responsible for all damages and loss to the Equipment and Bottles. If the Equipment or Bottles are lost or 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 held towards the replacement of such items.
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. The Lessor may, at its sole discretion, assign this agreement and its obligations hereunder to a third party.
10. The Lessor agrees to refund any deposits paid to the Lessor when the Equipment or Bottles are returned in good condition.
11. All Equipment will be rented at the rate listed overleaf plus VAT at the applicable rate. All rent and monies, including charges for sanitisation service and water, delivered by the Lessor, must be paid within 30 days of the date of the Lessor's invoice. If any invoice remains outstanding after 30 days interest shall become payable in addition, calculated on a daily basis from the due date of payment at the rate of 1.5% monthly. Additionally, the Lessor may use all rights and remedies available under current law to recover any additional costs incurred in the collection of the outstanding debt.
12. This agreement shall be binding for the initial term stated and shall continue thereafter unless either party should wish to terminate the agreement. They shall give the other party notice in writing at least 1 month prior to the next rental payment becoming due of their wish to terminate the agreement. Notice is to be given to the other party's place of business by post, email or fax.
13. Upon termination of this agreement, for any reason, 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. In addition, if the Customer defaults, the Lessor shall have all rights and remedies which are available to it under applicable law as well as the right to recover reasonable collection costs, including reasonable legal costs, from the Customer.
14. The Lessor may from time to time amend these terms and conditions and a current copy will be posted at www.norfolkwater.co.uk
15. This agreement shall be governed by and construed in accordance with the laws of England.