

## DRINKWORKS – TERMS AND CONDITIONS

1. All equipment including coolers (the "Equipment") is supplied on rental and bottles designed to contain Pure Natural Spring Water for the use therewith (the "Bottles") are supplied to the customer by **drinkworks** on the terms and conditions described in this Agreement. The Equipment and the Bottles furnished to the Customer by **drinkworks** shall remain the property of the same. **drinkworks** agrees to service the Equipment without additional charge to the Customer within a reasonable time after notice of defects is received.
  1. **drinkworks** will charge machine rentals on a quarterly in advance basis. Charges for water, accessories, sanitation or other items will be monthly in the period of delivery.
2. **drinkworks** may terminate this Agreement immediately if any of the following should occur:-
  1. non-payment when due, of any rent or other monies owing by the Customer to **drinkworks**.
  2. the Customers abandonment of the Equipment or the Bottles.
  3. the Customers failure to perform any of the terms and conditions on its part as required by this Agreement.
  4. the Customer becoming bankrupt or insolvent.
3. This Agreement shall be binding for the minimum period stated overleaf ("Term of Contract") and shall continue there after unless either party should wish to terminate the Agreement. They shall give the other party notice in writing thirty days prior to the annual review date of their wish to terminate the Agreement.
4. Upon termination of this Agreement for any reason, **drinkworks** may take immediate possession of the Equipment and the Bottles. Termination shall not relieve the Customer from any obligation to pay rent or other monies owing to **drinkworks**
5. All equipment will be rented for the rental charges listed overleaf together with value added tax at the applicable rate. All rent and other monies, including charges for water and accessories, delivered by **drinkworks** must be paid by the Customer within 30 days of receiving invoice.
6. The Customer shall take good care of, properly use and keep clean and sanitary at all times the Equipment and Bottles. When this Agreement terminates, the Customer shall return the Equipment in the same condition as it was originally supplied by **drinkworks** (ordinary wear & tear excepted)
7. The Customer shall not modify or repair or attempt to repair the Equipment and shall not refill or otherwise re-use the Bottles. The Equipment shall be used only for the dispensing of the **drinkworks** bottles of Mineral Water.
8. The Customer shall be responsible for all damage and loss to the Equipment and the Bottles. If the Equipment or the Bottles are lost, damaged or destroyed, the customer shall pay to **drinkworks** on demand the replacement cost of any items so lost, damaged or destroyed. **drinkworks** shall be entitled to utilise any deposits made by the customer towards the replacement of such items.
9. **drinkworks** shall not be liable for any damages caused by the Equipment, the Bottles, servicing of the Equipment or any 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 **drinkworks** 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 **drinkworks** for death or personal injury resulting from its negligence.
10. The customer shall be responsible for the annual testing of the Equipment. Also maintenance of full written records in accordance with The Electricity Work Regulations 1989.
11. The Customer will not lend, let on hire, sell assign transfer, charge, dispose of or part with possession of the Equipment, the Bottles or this Agreement or any of the rights or obligations hereunder and will not remove the Equipment or the Bottles from the location indicated overleaf without **drinkworks** prior written consent.
12. **drinkworks** may at its discretion from time to time withdraw the Equipment from the Customer and substitute it with comparable equipment and the terms and conditions of this Agreement shall continue to apply to such substituted equipment.
13. **drinkworks** shall have access to the Equipment and the Bottles at all reasonable times and for such 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.
14. **drinkworks** shall have the right at any time after the expiry of the agreement period of 12 months to terminate this agreement on 30 days notice in writing to the Customer.
15. This agreement shall be governed by and constructed in accordance with laws of England.
16. Should the customer be unhappy with the service provided by **drinkworks** they should give written details of the issues which are causing concern. If the problem is not rectified within 30 days, the customer has the right to withdraw from this agreement and will be refunded any outstanding rentals or deposits.



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## Rental Services and Maintenance Agreement

**Customer Invoice Address:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

**Delivery Address (if different):**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

**Equipment:**

Machine Type and Model	Qty	Serial No.	Rental
_____	_____	_____	per _____
_____	_____	_____	per _____
_____	_____	_____	per _____
_____	_____	_____	per _____

**Supply of Water and Accessories:**

Product	Qty/Size	Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sanitation Quarterly Charge £ \_\_\_\_\_

Term of Agreement \_\_\_\_\_ Years

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_