

Woosh Washrooms - TERMS & CONDITIONS

These terms and conditions together with the Fixed Price Service Plan Agreement on Page 1, to which they apply, comprise the 'Agreement'.

DEFINITIONS:

The 'Service Provider' means, Woosh Washrooms,,Unit 33 - Hopkinson Way - West Portway Industrial Estate - Andover - SP10 3ZE. The 'Customer' means the customer named in the Agreement and where the Customer is more than one person (e.g. a partnership) all obligations under this contract are joint and several.

The 'Service Provision' shall mean the number of units and the frequency provided by the Service Provider

The 'Units' mean any console, bins, mats and dispensers or any other items provided by the service provider to the customer in accordance with the service provision set out in Page 1

The 'Agreement Period' is the chargeable time period, specified on Page 1, over which Units are hired or supplied.

The 'Service Payments' in these terms and conditions refer to the Service supply Payments outlined on Page 1 inclusive of VAT.

IT IS HEREBY AGREED as follows:

1. The Service Provider shall supply to the Customer the Service set out on Page 1 of the Agreement and the Customer shall meet the Service Payments for the duration of the Agreement Period (unless terminated in accordance with Clause 15 or 30) and at the intervals stipulated under 'Frequency of Payments' on Page 1 of the Agreement.

AGREEMENT PERIOD

2. The Agreement Period shall begin on the 'Commencement Date' set out in the Agreement. Upon reaching the end of the Agreement Period, the Agreement will automatically renew, indefinitely, until the Customer gives the Service Provider 3 months prior notice in writing to terminate the Agreement on an anniversary of the commencement date. N.B. Where a signed copy of this document is not returned to the Provider but invoices have been settled, the terms and conditions as herein will be deemed to have been accepted.. INVOICING/PRICE INCREASE

3. Service Payments will become due within 14 days of the date of the Service Provider's invoice.

4. The Service Payments will be fixed for 12 months from the Commencement Date. The Service Provider will notify the Customer of any planned price increases at least 1 month before the end of the Agreement Period.

5. The Service Provider is, however, entitled to increase its charges at any time to reflect any unplanned but reasonable increases in costs that it incurs, such as increases in waste disposal or fuel costs or increases in vehicle excise duty. In the event of such a price increase, the Customer shall be entitled to terminate the Agreement upon 3 months written notice to the Service Provider, such notice is to be received by the Service Provider within 5 working days of the date of notification of the price increase.

6. The Customer agrees that the Service Provider will throughout the Agreement be the sole contractor for performing any services specified in the Agreement.

TERMINATION

7 In the event that the Agreement is terminated otherwise than in accordance with Clauses 15 or 30 hereof, the Customer agrees to make payment to the Service Provider of 75% of the Service Payments due to the Service Provider until expiry of the Agreement plus any installation charges incurred by the Service Provider.

8. The Customer during the continuance of the Agreement shall not sell or offer for sale, lend, assign, pledge, underlet or otherwise deal with or part with possession of the Units and shall not remove the Units from the Customer's premises without obtaining the Service Provider's prior written consent.

9. In the event of the removal of the Units from the Customer's premises (other than in respect of theft – see Clause 20), the Customer shall be responsible for all cost, claims and demands in respect of the reinstatement of the Units to the premises.

10. The Units shall remain the property of the Service Provider at all times and the Customer shall have no right to the Units other than as user and shall be responsible for maintaining their clean and safe condition.

11. The Customer shall provide and maintain a safe means of access and egress for the Service Provider at the Customer's premises at times mutually acceptable to the Service Provider and the Customer.

12. All Units used by the Customer shall be returned to the Service Provider in good condition upon termination of this Agreement, or sooner at a mutually convenient date. The Service Provider reserves the right to charge the Customer replacement costs for any Units not returned or returned damaged.

13. The termination of this Agreement shall not affect any right of the Service Provider or liabilities of the Customer subsisting at the date of termination.

14. The Service Provider reserves the right to terminate this Agreement, at any time, by notice in writing to the Customer. Upon termination of this Agreement for any reason, the Customer shall no longer be in possession of the Units with the Service Provider's consent. The Service Provider or its authorised representatives may, at a mutually convenient date after such termination, retake possession of the Units and for such purpose enter upon any premise belonging to or in the occupation or control of the Customer. Where the proposed collection date of the Units falls part way through a contract cycle for which the Customer has pre-paid, the Service Provider will consider a repayment of balance of charges, or extending the collection date of the Units until such time as the contract payment has expired.

terminate this Agreement by notice in writing to the Customer for all purposes forthwith.

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15. If the Customer shall fail to pay the Service Payments payable under this Agreement on the due date (whether demanded or not) the Service Provider may charge interest on the Service Payments at the rate of 2% per month. Such interest will run from the date due until payment is received whether before or after judgment or if the Customer shall commit a breach of any other terms and conditions whether express or implied of the Agreement or shall do or allow to be done any act or thing which in the opinion of the Service Provider may jeopardise the Service Provider's rights in the Units, then in each and every case the Customer shall be deemed to have repudiated the Agreement and the Service Provider may thereupon or at any time thereafter

16. The Service Provider reserves the right to charge the Customer an annual Waste Transfer Note Fee to assist with the administration, storage and upkeep of records.

REPAIR AND MAINTENANCE

17. Upon any fault occurring to the Units or if for any reason the Units become a health or safety hazard, the Customer shall immediately inform the Service Provider who shall without delay, repair or replace the Units free of charge as soon as reasonably practicable PROVIDED THAT the Customer shall keep the Service Provider indemnified against any loss suffered as a result of the damage caused to the Units from the date that the damage is reported to the Service Provider.

18. The Customer shall permit the Service Provider, its employees and representatives, at all reasonable times to have access to the Units for the purposes of inspection, repair or maintenance.

INSURANCE

19. The Customer shall during the continuance of this Agreement keep the Units insured with an insurance company of good repute or with Lloyds Underwriters against loss or damage from all risks (including fire, theft and vandalism). The Customer shall notify its insurers that the Units are on hire/use from the Service Provider and request the Insurers to endorse a note of such interest on the Policy of Insurance naming the Service Provider as loss payee. The Customer shall indemnify the Service Provider against any loss or damage to the Units not recoverable under the Policy of Insurance.

20. The Customer shall be solely responsible for and hold the Service Provider fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Service Provider as a result of any act or omission involving the Units (other than death or personal injury resulting from the negligence of the Customer's employees or agents).

WARRANTIES

21. The Service Provider hires/supplies the Units to the Customer with an express warranty that the Units at the time of supply are fit for the purpose for which they were intended. Any damage or fault to the Units should be reported immediately to the Service Provider (as per Clause 18). Failure to comply with Clause 18 will result in the Service Provider not being responsible for any liability, claim, loss, damage or expenses of any kind caused directly or indirectly by the Units or their use.

22. Although the Service Provider will use all reasonable endeavours to discharge its obligations under this Agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay howsoever caused, and reserves the right to reschedule its obligations without prior notice to the Customer. However where on two or more occasions there is a total failure to provide/deliver the service for which the Service Provider has been engaged and paid for without prior notification and agreement with the Customer OR without prior agreement with the Customer to reschedule the service OR without a retrospective explanation which is acceptable to the Customer, the Customer holds the right to terminate this Agreement with immediate effect, without any encumbrance, clause or impediment in law.

23. The Service Provider shall be free to assign the benefit of this Agreement to any person, firm or company.

24. If the Service Provider is to also provide any services in respect of the Units, such services are covered by these same terms and conditions.

25. These conditions, the details set out overleaf and the details of the services referred to in the previous clause form the entire agreement between parties

26. No forbearance, indulgence or relaxation on the part of the Service Provider shown or granted to the Customer in respect of any provisions of this Agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of the Service Provider under this Agreement or operate as or be deemed a waiver of any breach by the Customer of the terms and conditions of this Agreement.

27. Other than as a result of Clause 15, the Customer hereby waives all future claims and rights setoff against any installment of Service Payments due hereunder or otherwise and agrees to pay the Service Payments and any other amounts hereunder or otherwise regardless of any equity, set-off or cross claim on the part of the Customer against the Service Provider.

28. Any notice hereunder shall be in writing and may be served by either party sending it by letter post or delivery to the address stated on Page 1 or 2 herein, and in any other case the last known address of the addressee.

29. Whereby any dispute regarding service, payment or any other breach of the terms or conditions of this Agreement arises, it shall first be escalated to the director(s) of each party contracted within this Agreement. Where a mutually satisfactory and effective dispute resolution cannot be reached, either party has the right to terminate this Agreement with immediate effect, without any encumbrance, clause of impediment in law. In such a situation and where the Service Provider is the terminating party, the conditions of Clause 15 shall be invoked.

30. This Agreement shall be governed by and construed in accordance with the laws of England.