1. DEFINITIONS
1.1. "IWS" means Integrated Water Services Limited, company number 1393318, registered office 42 Wellsalt Road, SUTTON STUDY, SM3 9TW.
1.2. "Conditions" means these terms and conditions and includes any special terms and conditions agreed in Writing between the Customer and IWS.
1.3. "Contract" means any contract between IWS and the Customer for the sale of Goods and/or Services incorporating these Conditions and the Specification.
1.4. "Customer" means a customer of IWS.
1.5. "Deliverables" means all documents in Writing, any drawings, plans, design, schematics, reports, risk assessments, quality plans, site audits, or any other information required to be provided to the Customer.
1.6. "Force Majeure Event" means an event or occurrence which could not be prevented or foreseen and which is beyond the reasonable control of IWS including all types of industrial action or trade disputes (whether involving IWS’s employees or those of a third party), difficulties in obtaining Goods, labour, fuel, transport or defaults of suppliers to IWS.
1.7. "Goods" means the goods, equipment and chemicals, together with any other item, matter or service specified in the Quotation.
1.8. "IWS Intellectual Property" means all intellectual and industrial property and all rights thereof in any part of the world, including without limitation all patents, know-how, trade mark, service mark, application to register any of the aforesaid mentioned rights, trade secret, trade name, know-how, copyright, unregistered design right, technical information or drawing, rights in computer software, database rights, rights in the Deliverables and topography rights.
1.9. "Order" means the Customer’s order for the supply of Goods and/or Rental Equipment and/or Services, set out in the Customer's purchase order form, or written acceptance of IWS’s Quotation (if any).
1.10. "Quotation" means IWS’s proposal in Writing setting out the Goods and/or Rental Equipment and/or Services to be supplied in the event of an Order being placed.
1.11. "Realty Equipment" means the equipment to be hired, rented or leased to the Customer by IWS, as more specifically identified as such in the Quotation.
1.12. "Replacement Value" means the full cost of replacing the Rental Equipment at the time the loss is sustained.
1.13. "Services" means the services to be provided by IWS, including the Deliverables and as specified in the Quotation.
1.14. "Specification" means, in relation to the Goods and/or Rental Equipment and/or Services to be provided by IWS to the Customer, the technical specifications, scope of works, drawings or designs, referred to or described in the Quotation (if any).
1.15. "System" means, the Customer’s equipment apparatus and equipment.
1.16. "Writing" means in Writing including email, telex, cable, facsimile transmission, electronic transmission and comparable means of communication.

2. APPLICATION OF TERMS
2.1. Any Quotations and these Conditions, constitute the entire agreement between the Customer and IWS and shall govern the Contract to the exclusion of any other terms and conditions, including without limitation any proposed by the Customer, implied by custom and practice or in the course of dealing between the parties.
2.2. No Order shall be subject to these Conditions.
2.3. No variation to any Contract shall be binding unless agreed in Writing between the authorised representatives of the Customer and IWS.
2.4. Any typographical, clerical or other error or omission in any sales literature, order form, price list, quotation, invoice or other document or information issued by IWS shall be subject to correction without any liability on the part of IWS.
2.5. Quotations given by IWS in Writing shall constitute an offer, Acceptance may take place by whichever is the earlier of delivery of the Goods and/or Rental Equipment and/or Services, or performance of the Services or the placing of an Order.

3. CONDITIONS AND SPECIFICATION
3.1. The quantity, quality and description of the Goods and/or Rental Equipment and/or Services and any Specification shall be those set out in the Quotation, and any acting reasonably shall make any change to the same before delivery of the Goods and/or Rental Equipment and/or performance of the Services.
3.2. All prices quoted by the Customer proposes to use the Goods and/or Rental Equipment and/or Services shall be deemed not to be known by or have been made known to IWS unless specifically recorded in a schedule signed by one of IWS’s directors or other authorised representatives.
3.3. Goods and/or Rental Equipment ordered to the Customer’s specification may not conform to normal trade tolerances and IWS shall not be liable for any such variation.
3.4. Samples of the Goods are provided to enable the Customer to Inspect the quality of the Goods and shall not constitute a sale by sample.

4. PRICE AND PAYMENT
4.1. Prices are exclusive of Value Added Tax which, if applicable shall be added at the time of Invoicing, at the rate in force at that time.
4.2. Prices shall be invalid 30 days after the date of the Quotation.
4.3. IWS reserves the right, acting reasonably, by giving prior notice to the Customer to increase the prices before delivery of the Goods and/or Rental Equipment and/or performance of the Services Thereafter, IWS shall be entitled to increase the prices at any time by giving the Customer 28 days written notice.
4.4. Payment is due 30 days from the date of invoice or as specified in the Quotation.
4.5. Returned Goods and/or Rental Equipment not supplied incorrectly shall be subject to a handling charge of 10% of its list price, plus carriage and any other costs.
4.6. The Customer fails to make any payment by the due date, then in addition to any other rights it may have IWS shall be entitled to charge the Customer interest (both before and after judgment) at a rate equal to the amount unpaid, at the rate of eight (8) per cent per annum above HSBC Bank plc base rate from time to time until payment is made in full.
4.7. Where payments are outstanding IWS may appropriate any payment received from the Customer to any goods and/or services under this or any other Contract.
4.8. The Customer shall not be entitled to set off against or deduct from sums due to IWS under any Contract any amount that the Customer claims from any other party, whether under another Contract or otherwise.
4.9. Each Contract shall be subject to IWS being satisfied at all times as to the Customer’s credit status.

5. QUOTATION AND TERMINATION
5.1. IWS’s obligation to provide Goods and/or Rental Equipment and/or Services shall start on the date specified in the Quotation or as otherwise agreed by IWS in Writing, and IWS shall continue to perform and survey the Quotation until completion of the Specification; or (ii) as otherwise agreed by IWS in Writing; or (iii) where no period is specified until terminated by either party giving three months’ notice in advance of the Minimum Term ("Minimum Term") or (iv) earlier termination by IWS of any Contract as specified for in this condition.
5.2. IWS shall be entitled to terminate or suspend the Contract without Liability to the Customer by giving notice to the Customer at any time if one or more of the following conditions shall be breached:
5.2.1. the Customer fails to remedy or persists in any breach of any of its obligations under the Contract after having been notified in Writing of such breach within a period of 14 days;
5.2.2. the Customer undergoes a change of "Control" which has the meaning specified in Section 416 of the Income and Corporation Taxes Act 1988; or
5.2.3. the Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (whether otherwise than for the purpose of amalgamation or reconstruction); or
5.2.4. an insolvency takes possession, or a receiver is appointed, over any of the Customer’s assets or over any of the Customer’s businesses;
5.2.5. the Customer ceases, or threatens to cease, to carry on business;
5.2.6. inclusive above is to occur in relation to the Customer.
5.3. Notwithstanding any such termination or suspension and subject to condition 5.4, the Customer shall pay for all Goods and/or Rental Equipment delivered up to and including the date of suspension or termination, and termination of any Contract for whatever reason shall not affect the accrued rights or remedies of either party.
5.4. In relation to the Rental Equipment, if the Customer terminates or purports to terminate any Contract before the end of the Minimum Term or any expiry of the anniversary of the Minimum Term ("Minimum Period") the Customer shall pay the rental payments which would have been payable, whether due or not, for the remainder of the Minimum Period.

6. DELIVERY AND PERFORMANCE
6.1. IWS shall use reasonable endeavours to deliver the Goods and/or Rental Equipment and/or perform the Services (as the case may be) within the time agreed in the Quotation and, if no time is agreed, then within a reasonable time. Time of delivery of the Goods and/or Rental Equipment and/or performance of the Services shall not be of the essence.
6.2. If IWS is unable for any reason to fulfil any delivery of the Goods and/or Rental Equipment and/or performance of the Services on the specified date, IWS shall be deemed not to be in breach of any Contract, nor shall IWS have any liability to the Customer except as set out in this condition.
6.3. Any delay in delivery of the Goods and/or Rental Equipment and/or performance of the Services will not entitle the Customer to cancel the Contract until the Customer has given IWS 60 days notice of the delay. If IWS is not notified of the delay in the Contract and the Customer will be under no liability to make any further payments in respect of the Goods and/or Rental Equipment under the Contract.
6.4. If the Customer fails to perform its obligations in performance of any of its obligations under the Contract the Goods and/or Rental Equipment and/or Services will be deemed to have been delivered or performed on the due date.
6.5. Delivery of the Goods and/or Rental Equipment shall take place (i) if IWS is to deliver the Goods and/or Rental Equipment when the Goods and/or Rental Equipment leave IWS’s possession; (ii) where the Customer is to collect the Goods and/or Rental Equipment, when the Goods and/or Rental Equipment pass into the possession of the Customer’s agent or (iii) when the Goods and/or Rental Equipment are installed at the Customer’s premises.
6.6. Where delivery of the Goods is to be made by IWS in bulk, IWS reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered in the Quotation, and the quantity so delivered shall be deemed to be the quantity ordered.
6.7. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract. Any delay in delivery of the Goods in an installation shall not entitle the Customer to cancel the Contract.
6.8. If the Customer fails to take delivery or fails to give IWS adequate delivery instructions in relation to the Goods and/or Rental Equipment then, without limiting any other right or remedy available to IWS, IWS may (i) store the Goods and/or Rental Equipment until actual delivery and charge the Customer for any cost of storage; or (ii) sell the Goods and (after deducting all reasonable storage and selling expenses) account to the Customer for the proceeds of sale in excess of the price of the Goods or charge the Customer for any shortfall below the price of the Goods; or (iii) in relation to the Rental Equipment charge the Customer for the full rental payments which would have been payable under the Contract, whether due or not for payment.

7. CUSTOMERS OBLIGATIONS
7.1. The Customer shall not make any judgement or decision in relation to the Goods and/or Rental Equipment and/or Services: 7.1.1. co-operate with IWS in all matters;
7.1.2. provide in a timely manner and at no charge and at all reasonable hours, access to the Customer's premises, car parking spaces, computer resources, other facilities, any (ensuring it is accurate in all material respects) a suitable location for installing the Goods together with a fused electrical connection (if required) and a safe working environment and in accordance with all applicable laws;

7.1.3. inform IWS of all health and safety rules and regulations, any hazardous or any regulatory requirements that apply at any of the Customer's premises;

7.1.4. ensure that all the Customer's equipment and the Systems are in good order, suitable for the purposes for which they are used and conform to all relevant United Kingdom standards or recommendations;

7.1.5. obtain and maintain all necessary licences and consents, including security, access, hot works and works permits and comply with all relevant legislation in all cases before the date on which the Services are to start;

7.1.6. ensure that water discharged from tanks can be drained away;

7.1.7. notify IWS immediately if by the Customer becomes aware of any operational changes which would require IWS to change any of the Goods and/or Rental Equipment and/or Services provided by IWS.

7.2. If IWS's performance of its obligations under any Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, IWS shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

7.3. The Customer shall be liable to pay to IWS, on demand, all reasonable costs, charges or losses sustained or incurred by IWS (including any direct, indirect, consequential loss and expenses, profit and loss, reputation, loss or damage to property and arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) or otherwise directly or indirectly resulting from the Customer's negligence, failure to perform or delay in the performance of any of its obligations under any Contract.

9. LIEN

9.1. IWS retains a general lien on any of the Goods and/or Rental Equipment or property in its possession for any unpaid balance the Customer may owe to IWS. IWS shall be entitled to sell such Goods and/or Rental Equipment at public auction without notice and all sums realised shall be applied in the manner specified in section 4 of the Liens Act 1982 and the said proceeds or any surplus shall be paid to the Customer.

10. RENTAL EQUIPMENT

10.1. IWS shall carry out minor repairs necessitated by fair wear and tear as are necessary to keep the Rental Equipment in good working order provided that:

10.1.1. the Customer is not in default of any of its obligations under the Contract and;

10.1.2. such repairs have not been necessitated by the Customer, its employees, or other third parties willful or careless damage, acts, omissions or neglect of the Customer, its employees, or other third parties, willful or careless damage, acts, omissions or neglect of the Customer, its employees, or other third parties, willful or careless damage, acts, omissions or neglect of the Customer, its employees, or other third parties.

10.2. Other than as provided for in condition 10.1 the Customer shall pay for all repairs to the Rental Equipment and any other costs associated with the Rental Equipment.

10.3. The Customer shall:

10.3.1. insure the Rental Equipment in the joint names of IWS and the Customer for its Replacement Value against all risks of loss or damage however caused;

10.3.2. ensure the Customer's premises are clear of all security features and any record keeping claiming possession of the Rental Equipment that it belongs to IWS;

10.3.3. comply with all statutory and safety requirements relating to the Rental Equipment;

10.3.4. notify IWS immediately of any damage, destruction or loss to the Rental Equipment;

10.3.5. not at any time permit the Rental Equipment to be removed, repaired or maintained other than by IWS or its authorised representative; and

10.3.6. not remove any labels or signs indicating that the Rental Equipment belongs to IWS.

10.4. The Customer shall also ensure that IWS is authorised by the Customer premises to inspect the Rental Equipment and to remove the Rental Equipment (but IWS shall not be required to remove the Customer's premises to its original state) on termination of any Contract hereunder arising.

10.5. If upon termination IWS is unable for any reason to recover the Rental Equipment (other than where the Customer is in liquidation or is in receivership) the Customer shall be liable for the Replacement Value of the Rental Equipment, such charges being payable immediately upon invoice.

11. WARRANTY

11.1. IWS warrants that the Goods and/or Rental Equipment are of satisfactory quality and that the Services are carried out to the standard expected of a reasonably competent water treatment specialist.

11.2. IWS warrants that the Goods and/or Rental Equipment are of satisfactory quality and that the Services are carried out to the standard expected of a reasonably competent water treatment specialist.

11.3. IWS gives no warranty as to the condition of the System or any other equipment, apparatus, or pipework after the use of the Goods and/or Rental Equipment and for the replacement of the Services and IWS shall have no liability whatsoever in respect of damage to the System or any part thereof.

11.4. The Customer acknowledges that it is relying on its own expertise and knowledge and not that of IWS in entering into any Contract and in specifying the Goods and/or Rental Equipment and/or Services to be supplied.

11.5. The Customer will indemnify and hold IWS harmless in respect of claims, damages, losses, costs, demands, losses of profit and loss of reputation, loss or damage to property and arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere or otherwise directly or indirectly resulting from the Customer's negligence, failure to perform or delay in the performance of any of its obligations under any Contract.

11.6. IWS does not warrant or accept any liability for or owe a duty of care to the Customer in relation to any of the information contained in the aboveable.

12. IWS'S LIABILITY

12.1. IWS shall in no circumstances be liable to the Customer, its employees, subcontractors or consultants or for or in respect of the liability for any person or party, third party, in respect of any losses, damages, claims, expenses, awards, damages, property, property or injury or death, of the Customer or any other party, to the extent that such losses, damages, claims, expenses, awards, damages, property, property or injury or death are consequences of the breach of statutory duty, in tort (including but not limited to negligence, negligent misrepresentation and/or misstatement) or otherwise of the Customer.

12.2. In any event, IWS's aggregate liability under each Contract will be limited to an amount equal to the value of the Goods and/or Rental Equipment and/or Services paid for by the Customer under that Contract.

12.3. Nothing in these Conditions shall exclude or restrict IWS's Liability in respect of death or personal injury, if caused by its negligence, or any other liability which may not be lawfully limited or excluded by law.

13. FORCE MAJEURE

13.1. IWS shall not be liable to the Customer or be deemed to be in breach of the Contract for any delay or failure to perform its obligations which is due to a Force Majeure Event.

13.2. IWS shall at its option either cancel any Contract or extend the time or times for delivery of the Goods and/or Rental Equipment or performance of the Services.

13.3. The delay or failure lasts more than 60 days the Customer may terminate the Contract without liability to IWS.

14. GENERAL

14.1. The Customer shall keep and procure to be kept secret and confidential the Contract and all information that a reasonable person would consider to be confidential in connection with the Contract and the Customer agrees that the Customer shall not disclose or use the information disclosed by the Customer in relation to the Contract to any third party other than its employees or in breach of the Contract and shall not use or disclose any of the information disclosed by the Customer in relation to the Contract to any third party other than its employees or for any other purpose.

14.2. IWS shall own all IWS Intellectual Property Rights and all other rights in or arising out of or in connection with the Goods and/or Services.

14.3. The Customer shall not assign, transfer or sub-contract any of its obligations under the Contract. IWS shall be freely entitled to assign the Contract or part thereof to and to sub-contract any of its obligations under the Contract.

14.4. A person who is not a party to this Contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

14.5. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.6. No waiver by IWS of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.7. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

14.8. The Contract shall be governed and be construed in accordance with English law and the parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts.

15. CORRUPT PRACTICES

The Customer represents and warrants that it understands the provisions of any relevant laws relating to the prevention of corruption and agrees to comply with them to the extent that they apply.