



TERMS AND CONDITIONS FOR THE HIRING OF STANDPIPES

The Owner shall hire the Equipment to the User subject to the terms and conditions of this Agreement.

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Delivery: the transfer of physical possession of the Equipment to the User.

Equipment: the 15mm or 64mm metered standpipes and any associated accessories or ancillaries supplied by the Owner to the User.

Hire Charges: the Owner's standard rates as amended from time to time. The Hire Charges for the Equipment consist of a deposit (which subject to these terms and conditions is refundable), a unit charge, and a charge in respect of water used as measured by the meter.

Instructions for Use: Guidance issued by the Owner and updated from time to time on the safe installation and operation of the Equipment,

Owner: Bristol Water, part of South West Water Ltd, company number 02366665, whose registered office is at Peninsula House, Rydon Lane, Exeter, Devon, EX2 7HR.

User: the Customer as stated in the on-hire form, being the business, person, or legal entity taking the Owner's Equipment on hire and includes any successors or personal representatives.

2. Owner Obligations

2.1 The Owner warrants that the Equipment shall be of satisfactory quality and fit for any purpose held out by the Owner. The Owner shall remedy any material defect in the Equipment which manifests itself within 3 months from Delivery, provided that:

- (a) the User notifies the Owner of any defect within ten Business Days of the defect occurring;
- (b) the Owner is permitted to make a full examination of the alleged defect; and
- (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Owner's authorised personnel.

2.2 The Owner may arrange for the accuracy of the meter on the Equipment to be tested upon the request of the User. A charge may be applied where the test demonstrates the meter is operating correctly.



3. User Obligations

3.1 The User shall during the term of this Agreement:

- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with the Instructions for Use;
- (b) not use the Equipment to draw water for food preparation or drinking water unless it has been chlorinated according to Instructions for Use;
- (c) only use the Equipment in a manner which does not cause damage to the Equipment, infrastructure, and property of the Owner or any third party. The User indemnifies the Owner against any damage to the property of the Owner, any third-party, or the environment arising from the User's use of the Equipment;
- (d) not use the Equipment in tandem with any suction device, booster pump, or any auxiliary device that may cause a pressure drop in the mains or damage the mains or the Equipment;
- (e) not use the Equipment in such a manner as to waste water. Where the User is unable to remove the Equipment from a hydrant or is unable to stop the flow of water from the Equipment, the Owner must be notified immediately;
- (f) shall provide meter readings to the Owner at the beginning and end of the hire period and at monthly intervals. If the User fails to provide accurate meter readings, the Owner shall be entitled to estimate the number of units of water used and charge the User accordingly;
- (g) make no repair or alteration to the Equipment and shall not remove any existing component (including the water meter) from the Equipment;
- (h) keep the Owner fully informed of all material matters relating to the Equipment, including theft or damage;
- (i) permit the Owner to inspect the Equipment at all reasonable times and for such purpose to enter any premises at which the Equipment may be located;
- (j) not part with control, sell, underlet or lend the Equipment;
- (k) not attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the User shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Owner against all losses, costs or expenses incurred as a result of such affixation or removal;



- (l) immediately notify the Owner if the Equipment is involved in any accident resulting in injury to persons, damage to property, damage to the environment, or contamination of water supply or water courses;
 - (m) comply with all relevant laws in the installation, use, operation, and remove of the Equipment and not use the Equipment for any unlawful purpose;
 - (n) deliver up the Equipment at the end of the hire period at such address as the Owner requires, or if necessary allow the Owner or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment. When the Owner is required to collect the Equipment then a charge may be incurred; and
 - (o) obtain all prudent insurance cover, including third party liability and cover against loss or damage to the Equipment. The risk of loss, theft, damage or destruction of the Equipment shall pass to the User on Delivery.
- 3.2 If the User is in breach of the Agreement, the Owner may arrange for the removal and return of the Equipment and charge the User for its reasonable expenses for doing so and the User consents to any such removals.

4. Delivery

- 4.1 Delivery may be at the Owner's premises or the User may request delivery of the Equipment at an address nominated by the User at an additional cost. Charges for delivery to the User's nominated address include 30 minutes attendance by the Owner, further time will incur an additional charge. The Owner is not obliged to offer Delivery at an address nominated by the User.
- 4.2 The User shall procure that a duly authorised representative of the User shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the User has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Owner, the User's duly authorised representative shall sign a receipt confirming such acceptance.

5. Charges and Payment

- 5.1 The User agrees to pay the Hire Charges which will commence from the time and at the rate(s) shown upon the standpipe pro forma invoice and continue until the Equipment is returned to the owner and an off-hire receipt is issued by the Owner. The Owner is entitled to offset any deposit against any fees due to the Owner by the User.
- 5.2 Users shall pay the Owner's invoices within 30 days of receipt without set-off or counterclaim. The Owner shall be entitled to require payment in advance in relation to any Hire Charges.



- 5.3 The Owner shall be entitled to charge interest at the rate of 4% above the Bank of England base rate per month on all late payments from the date due to the date of settlement (except where there is bona fide dispute about the invoice).

6. Termination

- 6.1 The Owner may terminate the Agreement if the User:
- (a) breaches any of these terms and conditions of the Agreement and fails to remedy the breach within 10 days of being requested to do so by the Owner;
 - (b) defaults in any of its payment obligations; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), becomes insolvent, or is subject to an order for its liquidation, administration, winding-up or dissolution, or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 6.2 The User may terminate this Agreement if the User returns the Equipment to the Owner, settles all Hire Charges and any other charges and the parties sign an off-hire form.
- 6.3 In the event that the parties have agreed a pre-payment of Hire Charges at a reduced annual rate, the User may terminate the Agreement prior to the expiry of the fixed term provided it returns the Equipment to the Owner. If the User terminates the Agreement within the first 6 months, the User shall be liable for the full value of the Hire Charges at the Owner's then current rates for the hire period. Any refund due to the User of the unused portion of its pre-payment shall be after all due charges and fees are deducted.

7. Liability

- 7.1 The User acknowledges that the Owner shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the User, and the User shall indemnify the Owner in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Owner arising out of, or in connection with any failure by the User to comply with the terms of this Agreement.
- 7.2 The Owner's maximum aggregate liability for breach of the Agreement, whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the aggregate Hire Charges paid by the User to the Owner under the Agreement.
- 7.3 Nothing in the Agreement shall exclude or in any way limit:



- (a) either party's liability for death or personal injury caused by its own negligence.
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

8. General

- 8.1 The Equipment shall at all times remain the property of the Owner, and the User shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement).
- 8.2 No variation of the Agreement will be effective unless agreed in writing (including email) by the Owner's Logistics Manager. All terms other than those expressly set out in the Agreement are hereby excluded.
- 8.3 The Agreement shall be governed by and construed according to the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of the Agreement.
- 8.4 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. Assignment and other dealings
- 8.5 This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 8.6 This Agreement constitutes the entire Agreement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 8.7 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement
- 8.8 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.