HIRE AGREEMENT – TERMS AND CONDITIONS

Culligan UK Limited ("Culligan", "we" or "us"), would ask that you take the time to read the coversheet and these Terms and Conditions ("Terms") carefully. These Terms apply to the hire of a water system from Culligan to small business customers deemed to be 'Consumers' under the Consumer Credit Act. If you have any queries regarding your order or the Agreement, please contact us using the contact details set out in clause 18. These Terms together with the coversheet Hire Agreement constitute a legally binding agreement between you and Culligan.

Please note the limits on our liability set out in clause 13.
Nothing in these Terms affects your legal rights as a consumer.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Terms:

Agreement: the coversheet and these Terms for the hire of the Water System which together form a hire agreement which is regulated by the Consumer Credit Act 1974. Whenever we refer to a "subscription agreement" or "subscription" on the Website or in any of our communications with you, we are referring to this Agreement as defined and the hire of the Water System;
Agreement Start Date: the date of signature of the Agreement by you and us;
Consumables: any consumables ordered by you for the use with the Water System (including but not limited to water bottles, cups, drip mats etc.). This is paid for and supplied by us separately and not included in the hire payments.
Consumer: A private individual or small business classified as a consumer by the Consumer Credit Act 1974;
Culligan/we/our: Culligan UK Limited is a company registered in England and Wales under Company number 02418453 and having its registered address at One Forbury Square, The Forbury, Reading, Berkshire, United Kingdom, RG1 3BB. Culligan UK Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register no. 711989);
Delivery: the transfer of physical possession of the Water System to you at the Delivery Address;
Delivery Address: the address set out in the Agreement where the Water System will be delivered and installed by us;
Deposit: A deposit charged for each bottle purchased, refunded when returned undamaged. Some bottled products in our range are not subject to deposits, such as non-return bottles;
Hire Payments: the monthly subscription (hire) payments to be paid by or on behalf of you to us for the hire of the Water System as set out in the coversheet and as may be altered in accordance with clause 6.7;
Installation: the date of completion of the installation of the Water System at the Delivery Address by us;
Installation Date: the date for installation of the Water System selected by you and confirmed by us;
Installation Fee: the installation fee set out in the Agreement and payable by you for installation of the Water System at the Delivery Address;

Instructions: any manuals and operating, safety and usage instructions for use of the Water System provided by us, including the ownership and care guide provided by us on installation of the Water System or any additional or replacement guides that we may tell you about, copies of which are available for download from the Website;
Minimum Hire Period: the fixed minimum hire period set out in the coversheet and which commences on Installation;
Order Confirmation: the order confirmation emailed (or otherwise provided) to you by us confirming the details of your order;
Services: the maintenance and support services as set out in clause 12;
Terms: these Terms and Conditions, as amended from time to time;
Water System: the water equipment detailed in the Agreement (and all additions, replacements, renewals or substitutions of the same and all related accessories) to be hired by you from us;
Website: the website located at https://www.culligan.co.uk/
You/your: the customer identified in the Agreement.

1.1 Clause and paragraph headings shall not affect the interpretation of this Agreement.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression are illustrative only and shall not limit the sense of the words preceding those terms.

2. Changes to these terms

2.1 We may change these Terms from time to time as required to meet our changing business needs or to comply with any changes in relevant laws and/or regulatory requirements. Any changes to these Terms will be posted on the Website.

2.2 If we change these Terms to your disadvantage and you do not want to accept the changes, you can choose to terminate the Agreement subject to clauses 11.8 and 11.9.

2.3 These Terms apply in addition to our Website Terms of Use and other terms and conditions, notices, policies or Instructions which we make available on the Website or provide to you which are incorporated by reference into these Terms.

3. WATER SYSTEM HIRE

3.1 This Agreement is made between us and you, whereby we agree to hire to you, and you agree to take on the hire of, the Water System subject to the terms and conditions of the Agreement.

3.2 The Agreement will commence on the Agreement Start Date and will continue in force unless and until terminated in accordance with the terms of the Agreement.

3.3 The Agreement sets out your legal rights and responsibilities, our legal rights and responsibilities and certain key information required by law.

3.4 Any references to a subscription agreement on the Website and in communications from us is a reference to the Agreement which is a hire agreement regulated by the Consumer Credit Act 1974.

4. ORDER CRITERIA AND DESCRIPTIONS

4.1 Before you place an order for a Water System consisting of a bottle-free cooler water system, you should check that the proposed Delivery Address has an accessible mains water supply within 15 metres of where you wish the Water System to be located at the Delivery Address. We will not be able to install the Water System unless this condition is met. If we attend the property at the Delivery Address to install the Water System but our engineer discovers that they cannot install the Water System because this condition is not met, we may terminate the Agreement and no refund of the Installation Fee will be made.

4.2 By submitting an order, you confirm that:

4.2.1 either i) you own the property at the Delivery Address or ii) you have the permission of the owner of the property at the Delivery Address to have the Water System installed. We will not be responsible for any damage to the property caused by us in the course of installing the Water System if either of these conditions is not met;

4.2.2 the Delivery Address is in mainland England, Scotland and Wales only which excludes any of the islands. We will only install the Water System to an address in mainland England, Scotland and Wales;

4.2.3 you are over 18 years of age;

4.2.4 you will provide us with your contact details and will update us when these change, including any changes to email addresses and payment method details. This information will be held and processed by us in accordance with our Privacy Policy https://www.culligan.co.uk/privacy-policy/

4.3 The images of the Water Systems on the Website and in any brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the display of the colours or the printed pictures accurately reflect the colour of the Water Systems and the colours may vary depending on what device you are using and your settings. Descriptions of the Water Systems are set out on the Website. Please read these carefully.

5. ACCEPTANCE OF ORDERS

5.1 All orders shall be placed via the Website, by phone or other channels that we may offer. A binding contract between us and you shall be formed on our acceptance of the order which will be when we send an Order Confirmation.

5.2 All orders are subject to availability and we reserve the right not to accept any order placed by you. If we are unable to accept your order, we will inform you of this in writing or by phone and will not charge you. This might be because the Water System is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements (where relevant), because we have identified an error in the price or description of the Water System or subscription package or because we are unable to meet a delivery or installation deadline you have specified. If your order is not accepted by us, we will contact you to arrange repayment of any sums already paid by you under the Agreement (including the Installation Fee but excluding any Installation Fee that we are not liable to refund to you in the circumstances set out in clauses 7.5 or 7.6) and we will cancel the Agreement.

6. INSTALLATION FEE AND HIRE PAYMENTS

6.1 Upon execution of the Agreement, you shall pay an Installation Fee. The Installation Fee will be charged on the first invoice issued to you following the execution of the Agreement, which will also include the Hire Payments.

6.2 You shall pay the Hire Payments as set out in the Agreement by direct debit. You are required to complete a direct debit mandate as part of the sales process. You confirm that you are authorised to sign the direct debit mandate, that payment of the Hire Payments will not be declined and that we, or our third party payment processor, may implement the direct debit mandate. You undertake not to cancel or alter the direct debit mandate during the term of the Agreement.

6.3 The initial Hire Payment shall be taken on the date, or within the timescale, set out in the coversheet.

6.4 The Hire Payments are inclusive of VAT.

6.5 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.6 You are required to pay the Hire Payments set out in the Agreement for the Minimum Hire Period and to continue to pay the Hire Payments for the duration of the Agreement.

6.7 In addition to any increases due to changes in the rate of VAT, the Hire Payments may be increased at the end of the first 12 months from the Agreement Start Date and then once in every 12 month-period after that. Any increase will be limited to no more than 5% above the Consumer Price Index. We will give you at least 30 days written notice before applying any increase.

6.8 Missing hire payments could have severe consequences and may make obtaining credit more difficult. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank plc from time to time. We also reserve the right to charge an administrative fee of £20 for every late payment. We reserve the right to alter the

Hire Payments to account for any interest and administrative fees payable under this clause 6.8.

6.9 Overdue payments may be escalated through outsourced credit control partners. Where outstanding amounts remain unpaid, they may be escalated through our debt collection partners and, where necessary, legal channels.

7. DELIVERY AND INSTALLATION

7.1 Delivery and installation of the Water System shall be made by us at the Delivery Address. After entering into the Agreement, we will inform you of the delivery date. The Water System will be brought to the Delivery Address by our engineer on the Installation Date. There might be circumstances where, due to your location or some other reason, we will send the Water System to you in advance, but this will only be where we notify you. If the Water System is delivered to you in advance, you must not unpack, install or attempt to install it by yourself.

7.2 We shall use reasonable endeavours to install the Water System without undue delay on the Installation Date, however, the Installation Date is not guaranteed and sometimes we may not be able to deliver and/or install the Water System due to something beyond our reasonable control which affects delivery and/or installation.

7.3 You shall make sure that an authorised person over the age of 18 who has your authority to grant us access and allow the installation shall be present at the Delivery Address on the Installation Date and you shall prepare (at your own cost) the Delivery Address for installation of the Water System.

7.4 Acceptance of installation by such authorised person referred to in clause 7.3 shall constitute conclusive evidence that you have examined the Water System and found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by us, your duly authorised person shall sign a receipt confirming such acceptance. Nothing in this clause affects your legal rights or your other rights set out in the Agreement.

7.5 If there will be no one at the Delivery Address on the Installation Date meeting the requirements of clause 7.3, you must notify us (by phone or chat on the Website) by midday on the last working day before the Installation Date so that an alternative date can be arranged. For example, if the Installation Date is booked for a Monday, you must let us know by midday on Friday if no one will be available to be there to accept delivery and installation. If you fail to notify us within the required timescale, you will be charged a further Installation Fee if installation is re-arranged, and there will be no refund of the Installation Fee already paid by you, irrespective of whether or not you re-arrange installation.

7.6 If there is no one at the Delivery Address who is competent to accept delivery and installation of the Water System when we arrive on the Installation Date (including as required under clause 7.3) or we are otherwise unable to install the Water System (other than in the circumstances set out in clause 7.7 below), you will need to contact us to arrange an alternative date for installation. You will be charged a further Installation Fee if installation is re-arranged, and there will be no refund of the Installation Fee already paid by you.

7.7 If we are unable to install the Water System due to a water pressure or engineer fault, we will refund the Installation Fee in full excluding any Installation Fee that we are not liable to refund to you in the circumstances set out in clauses 7.5 or 7.6.

7.8 **Premises Moves:** If you wish to move the Water System to an alternative address following initial Installation, re-installation at an alternative address can be provided at our then current installation fee as notified to you on request. Please note that you will be responsible for disconnecting the Water System and for transporting the Water System to the new address whilst at all times ensuring that the terms of this Agreement (including Your Responsibilities set out in clause 9) are complied with. We shall not be liable for any damage caused to the Water System during disconnection, transit or installation (if not carried out by us) and you remain liable to pay the Hire Payments in accordance with the Agreement. The Agreement will continue in force notwithstanding any change in the location of the Water System.

7.9 Deposit Charges

7.9.1 A refundable deposit is charged for each returnable bottle supplied under this Agreement. The deposit amount is specified in the Order Confirmation and will be refunded when the bottle is returned in an acceptable condition, as outlined below.

7.9.2 Conditions for Refund

A bottle is eligible for a refund if:

- It is returned undamaged and in a reusable condition (fair wear and tear excepted).
- It is free from cracks, excessive scratches, contamination, or structural damage that would prevent reuse.
- It is returned within the contract period or upon termination of this Agreement.

Refunds will be rejected for bottles that:

- Are damaged beyond reuse, including cracks, breaks, or contamination.
- Show excessive wear that prevents safe reuse.
- Are returned without required components (such as caps or handles, where applicable).

7.9.3 Refunds, Lost Bottles & Charges

Refunds for returned bottles will be issued as a credit to the Customer's account and may be applied to future invoices or deducted from the final balance upon termination. If the Customer has outstanding balances, the deposit credit will be automatically applied to reduce the amount owed.
If bottles are not returned at the end of the Rental Period, or are damaged beyond reuse, the deposit will not be refunded, and the Supplier will charge a lost bottle fee equal to the deposit amount per bottle. Any unreturned or damaged bottle charges will be included in the Customer's final invoice without further notice

7.9.4 Customer Responsibilities

The Customer must:

- Store bottles safely and in a condition suitable for return.
- Return bottles promptly to avoid additional charges.
- Ensure bottles are used only for storing and dispensing Culligan water.
- Not modify or alter bottles in a way that renders them unsuitable for reuse.

8. TITLE AND RISK

8.1 The Water System shall at all times remain our property, and you shall have no right, title or interest in or to the Water System save the right to possession and use of the Water System subject to the terms and conditions of the Agreement.

8.2 The risk of loss, theft, damage or destruction of the Water System shall pass to you on Installation at the Delivery Address or on Delivery (if this is earlier). You will be solely responsible for the Water System and ensuring that it is not damaged for the longer of: (i) the duration of the Agreement; and (ii) the period that the Water System is in your possession, custody or control and until such time as the Water System is repossessed by us. The risk of loss, theft, damage or destruction of any Consumables shall pass to you on delivery.

8.3 You shall immediately notify us in writing in the event of any loss, accident or damage to the Water System during the term of the Agreement and otherwise whilst the Water System is in your possession, custody or control.

8.4 You may not use Hire Payments as equity towards purchasing and owning the Water System.

9. YOUR RESPONSIBILITIES

9.1 You acknowledge that we shall not be responsible for any loss of, or damage to, the Water System arising out of or in connection with any negligence, misuse, mishandling of the Water System or otherwise caused by you.

9.2 You shall, during the term of the Agreement and for as long as you have possession, custody or control of the Water System:

9.2.1 keep and operate the Water System in a suitable environment, use it only for the purposes for which it is designed and in accordance with the Instructions;

9.2.2 only use with the Water System with the Consumables supplied by us and do not refill the water bottles;

9.2.3 not alter, adapt or connect any other device to the connecting pipe work installed by us;

9.2.4 not alter or adapt the Water System and not remove any existing component(s) from the Water System;

9.2.5 not attempt to install or modify the Water System in any way;

9.2.6 Keep topped up with Consumables as required in the user manual. ;

9.2.7 inform us of any changes to your personal contact details;

9.2.8 inform us as soon as is reasonably practical of any faults with the Water System;

9.2.9 allow us all necessary access to the Water System for the purpose of repairing the Water System and ensure that an authorised person over the age of 18 who has your authority to grant us access is present at the time arranged for us to carry out the repair. Please note that if we are unable to access the Water System to carry out the repair at the stipulated time as a result of your failure to comply with this requirement, we will charge you for any subsequent visit by our engineer to carry out the repair at our then standard rates. Any such subsequent visits will not be included within the Hire Payments;

9.2.10 ensure that the Water System remains identifiable at all times as being our property;

9.2.11 take such steps (including compliance with all Instructions) as may be necessary to ensure, so far as is reasonably practicable, that the Water System is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

9.2.12 keep us fully informed of all material matters relating to the Water System;

9.2.13 not to move or attempt to move the Water System from the Delivery Address without notifying us. If you wish to move the Water System to a new location, you shall notify us and follow the process set out in clause 7.8; and

9.2.14 deliver up the Water System at the end of the Agreement and allow us or our representatives access to the Delivery Address or the premises where the Water System is located for the purpose of removing and taking possession of the Water System. Please see clause 15.1.1 which sets out the consequences if you fail to deliver up the Water System to us.

10. ASBESTOS

10.1 You shall be responsible for ensuring that the location where the Water System is to be installed is safe and free from asbestos content and other hazardous or toxic substances. We reserve the right to refuse to install the Water System at any location that we determine to be unsafe.

10.2 If a new Installation Date needs to be arranged due to the location being unsafe, as determined by us at our sole discretion, you will be charged a further Installation Fee for the new Installation Date, and there will be no refund of the Installation Fee already paid by you.

11. YOUR RIGHT TO CANCEL OR TERMINATE

11.1 The Agreement shall continue in force during the Minimum Hire Period and shall continue after the Minimum Hire Period unless and until cancelled in accordance with the terms of the Agreement. **Please note that the Minimum Hire Period is a fixed term. Subject to your rights in clause 2.2 and clauses 11.2 and 11.3 below, if you terminate the Agreement or return the Water System to us after the 14 day cooling-off period has elapsed from installation but prior to the end of the Minimum Hire Period, you will need to pay the Hire Payments for the remainder of the Minimum Hire Period (together with any other amounts due under the Agreement) as an early termination fee. You will also need to comply with your obligations on termination including your obligation to return the Water System.**

11.2 You have the right to cancel this Agreement under the Consumer Contracts Regulations 2013 at any time before the end of 14 days after the Agreement Start Date and obtain a refund of all amounts paid by you under the Agreement (including the Installation Fee and any Hire Payments but excluding any Installation Fee that we are not liable to refund to you in the circumstances set out in clauses 7.5 or 7.6) subject to clauses 11.8 and 11.9 below. This is known as the 'Cooling Off Period'. For more information, visit www.citizensadvice.org.uk .

11.3 We provide you with a 14 day satisfaction guarantee and, notwithstanding your legal cancellation rights referred to in clause 11.2, you may terminate the Agreement for any reason within the 14 day period from Installation and obtain a refund of all amounts paid by you under the Agreement (including the Installation Fee and any Hire Payments but excluding any Installation Fee that we are not liable to refund to you in the circumstances set out in clauses 7.5 or 7.6) subject to clauses 11.8 and 11.9 below.

11.4 We may contact you prior to the end of the Minimum Hire Period and inform you of your available options which may include continuing the original Agreement or terminating the original Agreement and entering into a new Agreement.

11.5 If you do not wish to renew at the end of the Minimum Hire Period, you must notify us by the date stated in our renewal reminder. If you fail to notify us that you wish to terminate the Agreement, the Agreement shall automatically renew to a rolling monthly contract at the price stated in the Agreement subject to any price increases we notify you of in accordance with clause 6.7.

11.6 At the end of the Minimum Hire Period, you may terminate the Agreement at any time on 30 days' notice. Termination is subject to:

11.6.1 payment of all Hire Payments due up to the date of termination of the Agreement. There will be no refunds or credits for partially used periods; and

11.6.2 return of the Water System in accordance with clauses 11.8 and 11.9.

11.7 If you wish to exercise your right to cancel or terminate this Agreement in accordance with this clause 11 or otherwise as provided in the Agreement, you must

notify us within the relevant time period by telephone using the contact details set out in clause 18.

11.8 Upon receipt of your notice to cancel or terminate the Agreement, we will contact you to arrange collection of the Water System at the end of the Agreement. We will notify you of the available slots for collection and agree a mutually available time with you for collection unless we agree an alternative method for return with you. Final cancellation or termination of the Agreement is subject to you providing us with full access to allow us to uninstall and remove the Water System within 30 working days from date of receipt of your notice to cancel or terminate or you otherwise returning the Water System to us where this has been agreed by us and you complying with our instructions for return. If you do not comply with the provisions of this clause, you may not be entitled to receive a refund of any sums paid by you (where due under clauses 11.2 or 11.3) and we may charge you for the Water System in accordance with clause 15.1.1 below. We will make any refunds to you (where due) as soon as possible and within 14 days from the day on which we take back possession of the Water System. All refunds will be issued to the same payment method you used to pay.

11.9 The Water System must be returned to us in a re-useable condition. You shall not have the right to cancel or terminate this Agreement or to any refund of amounts paid for the Water System (where a refund is due under the Terms) if there is any defect in the Water System arising from wear and tear (fair wear and tear excepted), wilful damage, accident, negligence by you or any third party, use of the Water System otherwise than as recommended by us, failure to follow the Instructions, or any alteration or repair carried out by you or use of the Water System with Consumables not provided by us.

11.10 When uninstalling the Water System, our responsibility is limited to ensuring that any hole is plugged. The non-return valve that we fit to your mains water supply when we install the Water System will be put in the ‘off’ position. Subject to clause 13, we will not be responsible for any loss or damage you may suffer after we have installed the Water System.

12. SERVICES

12.1 Subject to the terms of the Agreement, provision of the Services by us shall commence on Installation and will continue until termination of the Agreement.

12.2. We shall use reasonable commercial endeavours to carry out the servicing of the Water System and the replenishment of the Consumables as further set out in this clause 12.

12.3 The Hire Payments do not include provision of any Consumables that we shall provide to you at a separate price. The Consumables will be sent to you by post.

12.4 The Water System is provided with a repair and replacement service as detailed in this clause. During the term of the Agreement, we will, at our option repair the Water System using new or previously used parts or replace any faulty Water System or parts with a new and/or previously used or reconditioned Water System or parts, unless a fault is as a result of misuse or mistreatment of the Water System or other damage caused to the Water System by you or damage to internal or external parts

caused by insects or the Water System is infested by insects or a fault arises as a result of a failure by you to comply with your obligations set out in this Agreement (including in clause 9). If we choose to replace the Water System (at our sole election), we may replace the Water System with the closest available product which may be a reconditioned (not new) Water System. The repair and replacement service does not extend to replacing external plastics parts of the Water System or its casing that may require to be changed for aesthetic reasons.

12.5 The repair and replacement of the Water System (or any parts) must occur to and from the Delivery Address unless you have organised a property relocation with us in accordance with these Terms.

12.6 We may suspend one or more of the Services with immediate effect if you do not pay us any sums which you owe us on the due date for payment, until such time as we have received payment of the outstanding sums from you but without affecting our right to terminate the Agreement in accordance with these Terms. You will still be liable for all Hire Payments due during any period of suspension under this clause.

12.7 The Services are in addition to your legal rights as a consumer in relation to the Water System if it is faulty or not as described.

12.8 The repair and replacement service does not cover any defect in the Water System arising as a result of, due to, or from, including:

12.8.1 purchases of products from unauthorized dealers or re-seller / auction sites such as eBay;

12.8.2 careless operation or handling, misuse, abuse and/or lack of maintenance;

12.8.3 use of Consumables, parts and accessories other than those produced or recommended by us;

12.8.4 failure to change all Consumables or carry out recommended maintenance (e.g. descaling) at the recommended periods;

12.8.5 external sources such as weather;

12.8.6 repairs, installations, re-locations, re-installs or alterations carried out other than by us or our authorised representatives;

12.8.7 normal wear and tear (e.g. fuse etc.);

12.8.8 cosmetic damage, including but not limited to scratches, dents and broken plastic;

12.8.9 deliberate damage, accident or neglect by you or any third party;

12.8.10 the unblocking of drainage channels or similar related to your property's plumbing;

12.8.11 use other than as recommended by us;

12.8.12 failure to follow the Instructions;

12.8.13 infestation of insects or bugs. Please note that in the case of infestation, we will not remove the Water System due to the risk of infestation spreading and you will have to make arrangements for, and pay the costs of, disposal. We will also charge you for the cost of the Water System in accordance with clause 15.1.1.

12.9 If any fault to the Water System is outside the scope of the repair and replacement service or is otherwise caused by your fault or negligence, we shall notify you and shall be entitled to charge you for any engineer call out and for replacement parts at our then standard charges. We also reserve the right to charge for the expense of an engineer call out where no fault has been found on inspection of the Water System.

12.10 If there is a fault with the Water System, please contact us by email at customerservice.cuk@culligan.co.uk or telephone our Customer Service team on 0333 600 1845. We will require you to run a series of checks on the Water System and we shall attempt to rectify the fault over the phone. If following these checks, it is not possible to rectify the fault over the phone, we shall arrange for one of our engineers to visit and repair the Water System. If during such a visit, the engineer finds no fault with the Water System, you shall be obliged to pay for the cost of the engineer's visit.

12.11 This clause 12 sets out the extent of our liability for any fault in the Water System.

13. LIABILITY – PLEASE READ CAREFULLY

13.1 We do not exclude or limit in any way our liability:

13.1.1 for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

13.1.2 for fraud or misrepresentation;

13.1.3 for breach of the terms implied by section 31 (goods) and section 57 (services) of the Consumer Rights Act 2015;

13.1.4 for defective products under the Consumer Protection Act 1987; and/or

13.1.5 where the liability cannot be excluded or restricted by law,

and the remainder of this clause and this Agreement is subject to this clause 13.1.

13.2 If we fail to comply with the terms of the Agreement, we are responsible for loss or damage that you suffer that is a foreseeable result of our breaking the Agreement or failing to use reasonable skill or care but under no circumstances will we be liable for any loss or damage that is not foreseeable or that is not caused by any breach or negligence on our part. This means we will be responsible for any loss or damage if it was an obvious consequence or non-consequence of our non-compliance or if we knew that such loss or damage may result from our non-compliance at the time of entering the Agreement.

13.3 The Water System is provided for domestic use only and we will not be liable for any losses relating to any business of yours, for example, lost revenue, income or profits or any interruption to your business.

13.4 We will not be liable for any loss or damage suffered by any person who does not operate the Water System in accordance with the Instructions or for other matters that we state we are not liable for in the Agreement.

13.5 You have legal rights if the Water System is faulty, or if it is not as we have described, or if the Services were not carried out with reasonable skill and care. Further information and advice about these legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

13.6 When we install the Water System you agree that we will carry out the necessary work as part of the normal installation procedure. We will make good any damage to your property caused by us in the course of installing the Water System and/or providing the Services. This does not include work that alters any part of your property as part of the normal installation procedure (e.g. if we need to drill a hole in a worktop to install the Water System). We shall not be responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance of the Services.

13.7 We guarantee that the valves and pipework we install connecting your mains water supply to the Water System will be free from defects in workmanship and for a period of 12 months from Installation. We will not be liable for any loss or damage suffered by any person with respect to faulty valves, pipework, or workmanship if:

13.7.1 a period of 12 months has passed from Installation; or

13.7.2 a period of 1 month has passed from removal of the Water System;

13.7.3 a fault arises due to wilful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of you or a third party.

13.8 Our maximum aggregate liability to you under or in connection with this Agreement, covering any loss of or damage to the site where the Water System is delivered and installed (including its fixtures and fittings) caused by an act or omission on our part, shall in no circumstances exceed the 120% of the total amount paid by you to us under the Agreement in the preceding 12 months.

13.9 Nothing in these Terms will affect your legal rights.

14. OUR RIGHTS TO TERMINATE

14.1 We may terminate the Agreement at any time on or after expiry of the Minimum Hire Period by giving you not less than 30 days' notice.

14.2 Without affecting any other right or remedy available to us, we may terminate the Agreement with immediate effect by giving notice to you if:

14.2.1 we are unable to install the Water System at the Delivery Address within 6 weeks of the Agreement Start Date for any reason;

14.2.2 you fail to pay the Installation Fee or any Hire Payment or other amount due under this Agreement (including fees for an alternative Installation Date) by the due date for payment and you remain in default for more than 10 calendar days of us asking you in writing to pay;

14.2.3 you fail to keep the Water System in a good condition as required under this Agreement including clause 9.2;

14.2.4 you commit a material breach of any other term of this Agreement and you do not correct or fix the breach within 30 calendar days of us asking you to in writing; or

14.2.5 you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

15. CONSEQUENCES OF CANCELLATION OR TERMINATION

15.1 Upon cancellation or termination of the Agreement by you or us and however caused:

15.1.1 our consent to your possession of the Water System shall terminate and you shall, at a time of our choosing, within 30 days of cancellation or termination allow us or our representatives access to the premises where the Water System is located for the purpose of removing the Water System unless we otherwise agree alternative arrangements with you for the return of the Water System. The Water System must be returned to us in good condition (fair wear and tear excepted) and as required under clauses 11.8 and 11.9. If you fail to allow us to collect the Water System or you fail to return the Water System to us (where this has been agreed with us) within the required time period and/or the Water System is not returned in good condition as required under clauses 11.8 and 11.9, we shall ask you to pay the cost of a replacement.

15.1.2 without prejudice to any rights or remedies you may have at law or under the Agreement and unless you are exercising your right to cancel under clauses 11.2 and 11.3, you shall pay to us the Installation Fee and all Hire Payments and other sums due but unpaid at the date of termination including all Hire Payments due for the remainder of the Minimum Hire Period (if any), together with any interest accrued and administrative charge due for late payment pursuant to clause 6.8; and

15.1.3 you shall pay to us any costs and expenses incurred by us in recovering the Water System and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

15.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

16. THINGS BEYOND OUR REASONABLE CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by an event beyond our reasonable control (such as strikes, lock-outs or other industrial action by third parties, civil disorder, acts of terrorism, war, epidemics, exceptionally severe weather, fire, explosions or acts or omissions of others for whom we are not responsible).

16.2 If an event beyond our reasonable control takes place that affects the performance of our obligations under the Agreement we will contact you as soon as reasonably possible. The performance of our obligations will be suspended during the duration of the event and we shall either redeliver or re-start the performance of our obligations as soon as is reasonably possible after the event is over. You are not required to pay any sums which fall due during any period of suspension but this does not affect payment of sums which fell due prior to this date which you must still pay us. You are still responsible for payments during any period of suspension if the suspension was due to non-payment of sums due by yourself.

16.3 You may have the right to terminate the Agreement if an event beyond our reasonable control takes place and we are unable to provide you with the Services under the Agreement or they will be significantly delayed. If you do, we will refund you any Hire Payments you may have paid in advance for the period in which we are unable to provide you with the Services and you may also be entitled to compensation.

16.4 We may have to terminate the Agreement before the installation of the Water System due to an event beyond our reasonable control or the unavailability of the Water System, or engineers to install the Water System. We will let you know as soon as possible if this happens. If we terminate the Agreement under this clause 16.4, we will refund to you any payments you have made in advance excluding any Installation Fee that we are not liable to refund to you in the circumstances set out in clauses 7.5 or 7.6.

17. DATA PROTECTION

17.1 Unless otherwise agreed in writing, we will only use the personal data you provide to us as required for fulfilment of the Agreement. Please see our Privacy Policy for more information regarding our use of your personal data.

17.2 We may notify you of products and offers that we consider may be of interest to you from time to time, but you may opt out of such communications at any time by notice in writing to us.

18. COMPLAINTS

18.1 If you wish to make a complaint about our hire services you can contact us using the below details:

Customer Relations Team
Culligan UK Limited
4th Floor
Abbey House

Abbey Street
Reading
Berkshire
RG1 3BD

Telephone: 0333 600 1845 or
E-mail: customerservice.cuk@culligan.co.uk

Our operating hours are 9am – 5.30pm

If we cannot resolve your complaint to your satisfaction you may be entitled to refer it to the Financial Ombudsman Service (FOS). You can contact them using the following details:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

19. GENERAL

19.1 We may at any time transfer all or any of our rights or obligations under the Agreement, but this will not affect your rights or our obligations under the Agreement. We will always tell you in writing if this happens, and we will ensure that the transfer will not affect your rights under this Agreement. You may not transfer to another person any or all of your rights or obligations under the Agreement without our prior written consent.

19.2 The Agreement constitutes the entire agreement between us and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter.

19.3 Except as otherwise stated in clause 2, no variation of the Agreement shall be effective unless it is in writing and signed by both of us.

19.4 The Agreement is between us and you. No one other than a party to this Agreement shall have any right to enforce any of its terms save for any party we transfer our rights and obligations to as referred to in clause 19.1.

19.5 If either we choose not to, or delay in, exercising or enforcing any right or remedy under the Agreement or by law, this will not prevent or restrict us from exercising that or any other right or remedy. For example, if we allow you to retain the Water System without payment, we can still require you to make payment at a later date.

19.6 If a court or relevant authority decides that any provision or part provision of the Agreement is or becomes invalid, illegal or unenforceable, that provision or part

provision shall be deemed deleted but the remaining provisions of the Agreement will remain in full force and effect.

19.7 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. GOVERNING LAW AND JURISDICTION

20.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

20.2 We both agree to the non-exclusive jurisdiction of the courts of England and Wales. If you live in Scotland, you can bring legal proceedings in respect of the Agreement in either the Scottish or the English courts.