

Terms and conditions for the supply of goods and services

1. INTERPRETATION
1.1 Definitions. In these Conditions, the following definitions apply:
Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Conditions: these terms and conditions and if ordered placed via our website any terms written on the website including but not limited and called Website Terms of Use or any promotional terms issued by the supplier as amended from time to time in accordance with clause 22.7.
The precedence of terms if a conflict arises will be variations of terms signed of by the Supplier in pursuant of clause 22.7 these Terms and conditions then precede all other terms on the Website.
Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
Customer: the person or firm who purchases the Goods and/or Services from the Supplier.
Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.
Customer's Representative: the Customer's representative for the Services appointed under clause 10.
Goods: the goods (or any part of them) set out in the Order.
Goods Specification: any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier.
Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, databases rights, rights to use, and protect the confidentiality of confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Supplier's quotation or Supplier's Proposal.
Services: the services to be supplied by the Supplier to the Customer as set out in the Supplier's Proposal.
Supplier's Proposal: the Supplier's proposal for the supply of Goods and/or Services.
Supplier: means WWS (UK) LIMITED (TVA Veolia Water Technologies), a company registered in England with number 00327847 whose registered office is at Windsor Court, Kingsmead Business Park, Buckinghamshire, HP11 1JU.
Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.
Supplier's Representative: the Supplier's representative for the Services appointed under clause 9.3.
VAT: value added tax chargeable under the Value Added Tax Act 1994.
Works: means installation and commissioning works to be carried out by the Supplier in respect of the Goods, details of which can be found at http://uk.shop.veoliawater technologies.com/installation-commissioning
Year: means, (in respect of the Services only) each consecutive period of twelve (12) months starting on the Commencement Date of the Contract and each anniversary thereof.

(b) co-operate with the Supplier in all matters relating to the Services and appoint the Customer's Representative in relation to the Services, which shall have the authority contractually to bind the Customer on matters relating to the Services.
(c) provide, for the Supplier, its employees, subcontractors and employees, in a timely manner and at no charge, access to the Customer's premises (including free access to all utilities), office accommodation, data and other facilities as reasonably required by the Supplier;
(e) provide, in a timely manner, any information as the Supplier may reasonably require, and ensure that it is accurate in all material respects;
(f) ensure that the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
(g) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;
(h) obtain and maintain necessary insurances, licences and consents and comply with all relevant legislation in relation to the Services and/or Works, the installation of the Supplier's Equipment, and the use of the Customer's Equipment in relation to the Supplier's Equipment insofar as such insurance, licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services and/or Works are to start;
(i) keep, maintain and insure the Supplier's Equipment in accordance with the Supplier's instructions as notified by the Supplier's Representative from time to time and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and
(j) any other obligations as set out in the Supplier's Proposal or the Order.
10.2 If the Supplier's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier 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.
11.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other party in writing (Change Request).
11.2 Unless both parties consent to a Change Request, there shall be no change to the Services and any other terms of this Contract. If both parties consent to a Change Request, it shall be signed by the authorised representatives of both parties, upon which the Change Request becomes a Change Order.
12. CHARGES AND PAYMENT
12.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the Order. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
12.2 The Supplier shall invoice the Customer for the Goods on or at any time after completion of delivery.
12.3 All amounts payable by the Customer for the Goods and Services are exclusive of amounts in respect of value added tax chargeable from the Customer, which shall be payable by the Customer.
12.4 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in the Supplier's Proposal. The Supplier's Proposal shall specify whether the charges shall be on a time and materials basis, a fixed price basis or a combination of both.
12.5 The Customer shall pay the total price to the Supplier (without deduction or set-off) as set out in the Supplier's Proposal. At the end of a period specified in the Supplier's Proposal, the Supplier shall invoice the Customer for the charges that are then payable, together with expenses, the costs of materials (and VAT, where appropriate).
12.6 The parties agree that the Supplier may review and increase the charges set out in the Supplier's Proposal provided that such charges cannot be increased more than once in any 12 month period. The Supplier shall give the Customer written notice of any such increase, if such increase is not acceptable to the Customer, it may, within 30 days of such notice being received or deemed to have been received in accordance with clause 22.2, terminate the Contract by giving 1 month's written notice to the Supplier.
12.7 The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of the invoice in full and in cleared funds to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.
12.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, then the Customer shall pay interest on the overdue amount in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and 2013.
12.9 The Supplier may suspend the Contract until payment of the sums referred to in clause 12.8 has been made in full.
12.10 All sums payable to the Supplier under this Contract shall become due immediately on its termination, despite any other provision. This clause 12.10 is without prejudice to any right to claim for interest under the law, or any such right under this Contract.
12.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
13. As between the Customer and the Supplier, all Intellectual Property Rights shall be owned by the Supplier. The Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services. If this Contract expires or is terminated in accordance with clause 16, this licence will automatically terminate.
14. CONFIDENTIALITY
A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by any governmental or regulatory authority or by a court of competent jurisdiction. This clause 14 shall survive termination of the Contract.
15. LIMITATION OF LIABILITY
Nothing in these Conditions shall limit or exclude the Supplier's liability for:
(a) death or personal injury caused by the negligence of its employees, agents or subcontractors; or
(b) fraud or fraudulent misrepresentation.
15.2 Subject to clause 15.1:
(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of contract or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount of the net invoice for the Goods (or a Contract for Services), in no circumstances exceeding the amount of the net invoice for the Goods (or a Contract for Services), in any year which a claim arises be limited to the charges paid by the Customer in that Year.
15.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
15.4 This clause 15 shall survive termination of the Contract.
16. TERMINATION
16.1 In respect of Services only, (and without limiting its other rights or remedies) either party may terminate the Contract by giving the other party no less than 3 months' written notice.
16.2 On terminating its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
(a) the other party commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
(b) the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986 or any renactment or modification of it), or being an individual or firm, becomes bankrupt or, being a company, becomes subject to an administration order or goes into liquidation, otherwise than for the purpose of solvent amalgamation or reconstruction; or
(c) any event occurs or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(b);
16.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment, is in breach of either clause 10, 14 or 15, or there is a change of Control to the Customer.
16.4 The Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 16.2(b) and 16.2(c), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
16.5 On termination of the Contract for any reason:
(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
(b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
(c) the accrued rights and remedies of the parties at a termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or after the date of termination;
(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
17. CUSTOMER INDEMNITIES
17.1 The Customer agrees to indemnify the Supplier, against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including without limitation the Supplier's fees and all consequential and economic loss (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings)) whether direct or indirect made against or incurred or suffered by any of them directly or indirectly and whether wholly or in part resulting from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:
(a) the manufacture and sale of the Goods by the Company in accordance with the Goods Specification or other data or information furnished or instructions given by the Customer;
(b) the cancellation of any order by the Customer after its acceptance by the Company in accordance with Clause 3.4; and
(c) any breach by the Customer of its obligations under the Contract or any other act or omission (including, without limitation, negligence) of the Customer, its employees and agents.
18. PRIVACY NOTICE
The Supplier uses the information received from the Customer, together with information it has obtained in the course of its relationship with the Supplier (including in relation to Goods and Services it provides to the Customer, and/or the Customers' use of those Goods), to provide Goods and Services that the Customer requests, to communicate with the Customer, to personalise information sent to the Customer and for other purposes specified in the Supplier's Privacy Policy, which can be viewed here: http://uk.shop.veoliawater technologies.com/privacy-policy
19. COMPLIANCE WITH LAWS AND POLICES
19.1 In compliance with its obligations under this Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force including, without limitation, the Bribery Act 2010.
20. FORCE MAJEURE
20.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
20.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
21. DISPUTE RESOLUTION PROCEDURE
21.1 If the Customer has a complaint in relation to the Goods, the Customer should write to the Customer Services Manager of the Supplier at its registered address. Any complaint shall be dealt with in accordance with the Supplier's complaints procedure, a copy of which is available on written request.
21.2 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it as it pertains to Service (Dispute) then the parties shall follow the procedure set out in clauses 21.3 and 21.4.
21.3 If the Dispute is in relation to Services, then:
(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Customer Representative and Supplier Representative shall attempt in good faith to resolve the Dispute.
(b) if the Customer Representative and Supplier Representative are for any reason unable to resolve the Dispute within 45 days of service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. To initiate the mediation, a party must submit notice in writing (ADR Notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start no later than 30 days after the date of the ADR Notice. No party may commence any court proceedings in relation to the whole or a part of the Dispute until 60 days after service of the ADR Notice, provided that the right to issue proceedings is not prejudiced by a delay.
22. ASSIGNMENT AND OTHER DEALINGS
22.1

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 22.2 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 22.3 **Severance.**
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 22.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy.
- 22.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 22.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 22.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 22.8 **Governing law.** This 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 law of England and Wales.
- 22.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).