

Terms and Conditions

1. In this Agreement:
 - 1.1 "The End User" means the person indicated overleaf.
 - 1.2 "The Owner" means Wightman & Parrish Ltd or Manufacturer
 - 1.3 "The Premises" means the premises of the End User indicated overleaf at which the dispensers are to be installed.
 - 1.4 "The Dispensers" means the item of equipment stated overleaf.
 - 1.5 "The Effective Date" means the date upon which this Agreement is to commence as indicated overleaf.
 - 1.6 "The Sub-contractor" means any person to whom the Owner sub-contracts any of its rights or obligations hereunder.
2. This Agreement shall commence upon the Effective Date and shall continue for the contractual term indicated overleaf. Thereafter, it shall, subject to the provisions of clause 12, continue for subsequent periods of months.
3. The Dispensers will be delivered by Wightman & Parrish Ltd to the end user premises. The Dispensers will not be installed by the Owner unless agreed beforehand in writing between the parties, in which these terms and conditions shall apply to any such installation.
4. The Owner may at any time substitute alternative dispensers for The Dispensers providing they are suitable to meet the End User's requirements.
5. Title in The Dispensers shall at all times remain with the Owner.
6. The Dispensers are supplied on loan by the Owner solely for the purpose of dispensing the paper disposable products manufactured by the relevant Owner. Should the End User dispense any products other than those manufactured by the Owner, the Owner will be entitled to terminate this Agreement forthwith.
7. The End User will not sell or otherwise part with possession of The Dispensers or allow them to be removed from the premises by any person other than those acting upon written instruction of the Owner.
8. The End User shall take all steps necessary to ensure that The Dispensers remain free from defects and in a good state of repair prior to their return to the Owner (fair wear and tear excepted).
9. Subject to the prior written agreement of the Owner, the End User may install and repair The Dispensers but the End User shall not permit any other person other than itself (as subject to the above), the Owner or a Sub-Contractor to repair or maintain The Dispensers.
10. The Owner agrees to replace or repair free of charge any dispensers which shall in the reasonable opinion of the Owner be defective due to faulty workmanship, design or by fair wear and tear (This excludes replacing of batteries).
11. The End User hereby grants the Owner the right to enter any Premises at which the Dispensers are located during normal business hours (without having to give notice) for the purpose of:
 - 11.1 examining the condition of any of the Dispensers and compliance with the terms of this Agreement by the END-USER; and / or
 - 11.2 removing any or all of the Dispensers where the Agreement has been terminated, howsoever arising.
12. This Agreement may be terminated by the Owner:
 - 12.1 at any time during or following the expiration of the contractual period of the Agreement as set out in Clause 2 upon giving to the End User no less than [one (1) / two (2) month[s] prior notice];
 - 12.2 should the End User commit any breach of the terms of this Agreement;
 - 12.3 should the End User fail to pay any monies due to the Owner or to any authorised supplier of the Owner in respect of products supplied by the Owner for use in conjunction with The Dispensers, when these monies fall due for payment;
 - 12.4 should a Winding-Up Petition or bankruptcy petition be presented against the End User or should any doubts arise as to the solvency of the End User;
 - 12.5 in accordance with clause 6 of this Agreement.
13. Where this Agreement expires or is terminated in accordance with Clause 13 the Owner shall be entitled at its discretion to require the End User to purchase The Dispensers at the Resale Price shown overleaf or return the same at cost of the End User to a reasonable location specified by the Owner.
14. Upon the expiry or termination of this Agreement the End User shall, where it is breach of its obligation to purchase or return The Dispensers pursuant to Clause 14, permit the Owner to have access to the Premises to exercise the right to re-take possession of The Dispensers; this action being without prejudice to any other rights of the Owner.
15. Save in respect of death or personal injury caused by the negligence of the Owner or any direct loss caused to the property of the End User through any negligent act of the Owner, the obligation upon the Owner to repair or replace The Dispensers as set out in Clause 11 shall be the full extent of the liability of the Owner in relation to the supply and installation of the Dispensers. For the avoidance of doubt the Owner shall not be liable for or be under any obligation to make good any damage to the End Users property which was reasonably necessary to enable any Dispenser to be affixed to any part of such property and which was in accordance with any reasonable instruction of the End User.
16. Notwithstanding any provision to the contrary in this Agreement, neither party, save in respect of death or personal injury caused by Negligence, shall be liable to the other, or to any third party, in respect of any incident or consequential losses including, without limitation, loss of goodwill, loss of profit, loss of contract or any other form of indirect or consequential loss.
17. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and the Owner shall have no liability to the End User other than expressly set out in this Agreement or as required by law.
18. This Agreement shall be governed by English law and the English Courts shall have non-exclusive jurisdiction in respect of this.
19. The Owner shall be entitled to perform any of its obligations hereunder and to exercise any of its rights hereunder through any third party.