

### Company Information

Company Name	<input type="text"/>		
Invoice Address	<input type="text"/>		
Town/City	<input type="text"/>		
County	<input type="text"/>	Postcode	<input type="text"/>
Telephone Number	<input type="text"/>		
Installation Address <small>(if different from above)</small>	<input type="text"/>		
Town/City	<input type="text"/>		
County	<input type="text"/>	Postcode	<input type="text"/>
Telephone Number	<input type="text"/>		
Customer Purchase / Order Number	<input type="text"/>	Date of Order	<input type="text"/>

### Equipment and Service Provision

- 1) Supply and installation of monitoring equipment together with SIM card for on-going transmission
- 2) Supply of text message and or Data Transmission package for on-going data transmission
- 3) Continuous access to Utilities Manager system via login password to website
- 4) The provision of training and support to staff on installation, additional training provided at a charge
- 5) Site and remote maintenance to ensure continued transmission
- 6) Implementing operational alarms notifying of adverse conditions
- 7) Application of notification to Local Water Authority submitted by Smarta on customers behalf and payment of charge levied by Local Water Authority for inspection and installation of pulse output cable

### Fees Due Per Meter and Contract Length

Period of Agreement	24 Months	36 Months	48 Months	Other
Monthly Charge	£ per month	£ per month	£ per month	£ per month
No of Meters Supplied				
Total Monthly Charge	£	£	£	£

### One Off Fee Per Meter due to Local Water Authority for Permission to Connect onto their Water Meter

Local Water Authority Name	<input type="text"/>		
Charge from Authority	£	<input type="text"/>	per connection
Total Amount to be paid	£	<input type="text"/>	Including VAT

Customer's Name	Customer's Signature	Customer's Position
<input type="text"/>	<input type="text"/>	<input type="text"/>

Accepted for and on behalf of Smarta Environment Ltd

The signing of this form is a confirmation of your decision to order the system and service from our company. You agree to rent the system on a minimum term rental agreement basis.


Signature of this form indicates the acceptance of the Terms and Conditions detailed overleaf.

All prices are subject to VAT at the prevailing rate.

Smarta Environment Ltd, North House, Fountain St, Churwell, Leeds, LS27 7QZ  
 T: 0844 880 6966 F: 0845 072 9998 www.smartaenvironment.com  
 Registered in England No: 06470845

### DIRECT DEBIT MANDATE

#### Instruction to your bank or building society to pay direct debit

Please complete with your Bank or Building Society account details to instruct your Bank or Building Society to make payments directly from your account											
Originator Name		Smarta Environment Ltd, North House, Fountain St, Churwell, Leeds, LS27 7QZ									
Name(s) of Account Holder(s)							Originator's Identification Number			<b>692577</b>	
Bank/Building Society Account Number										Originator's Reference Number <small>(for office use only)</small>	
Branch Sort Code										Please pay Smarta Environment Ltd Direct Debits from the accounts detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Smarta Environment Ltd and, if so, details will be passed electronically to my Bank/Building Society.	
Name and Full Postal Address of your Bank or Building Society											
To: The Manager of _____ Bank Building Society											
Address _____											
_____ Post Code _____										1st Signature _____	
										2nd Signature _____	
										Date _____	

Please note some Banks and Building Societies may not accept instructions to pay Direct Debits from your account

### The Direct Debit Guarantee

This Guarantee should be detached and retained by the Payer

- This guarantee is offered by all banks and Building Societies that take part in the Direct Debit Scheme.
- The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Smarta Environment Ltd will notify you ten working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Smarta Environment Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society.



## SUPPLY, MAINTENANCE and or MONITORING AGREEMENT DEFINITIONS OF AGREEMENT Part 1

(a) This contract is between Smarta Environment Ltd (SEL) and the Customer named overleaf (the Customer)

(b) In these Conditions:

**Contract:** the contract for the provision of the Services in accordance with these Conditions.

**Contract Start Date:** the day on which the provision of the Services by SEL commenced.

**Customer Equipment:** any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

**Deliverables:** all documents, products and materials developed by SEL or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications.

**In-put Material:** all documents, information and materials provided by the Customer relating to the Services including (without limitation), computer programs, data, reports and specifications.

**Intellectual Property Rights:** all patents, copyright and related rights, trade marks and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Pre-existing Materials:** all documents, information and materials provided by SEL relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications.

**Services:** the internet based water consumption monitoring services to be provided by SEL to enable the Customer to monitor and manage the water consumption of their premises.

**Software:** means the software programmes in object code the licence for which forms part of the Services, including any new release made or issued.

**SEL Equipment;** Any equipment provided by SEL or it's 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.

(c) If the Customer chooses to order the system detailed overleaf, credit is afforded to the Customer by SEL for the duration of the contract and the Customer commits to settle all/any outstanding accounts by direct debit on the allotted time and date.

(d) This contract is initially for the period of months indicated overleaf and is calculated from the Contract Start Date.

(e) Thereafter the Services shall continue for successive periods of one whole calendar year, until the Contract is terminated by one of the parties giving to the other not less than 3 months' prior written notice ending on an anniversary of the Contract Start Date or in accordance with Part 10.

### CUSTOMER OBLIGATION Part 2. the Customer:

(a) Shall co-operate with SEL in all matters relating to the Service.

(b) Shall provide SEL, in a timely manner, such In-Put Material and other information SEL may reasonably require and ensure it is accurate in all material respects;

(c) Shall obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;

(d) Shall ensure all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services;

(e) If SEL's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, SEL shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay;

(f) Shall pay all invoices when they fall due and by Direct Debit, unless otherwise agreed. In the event the Customer fails to pay any invoice on time, the Customer accepts it will become liable for additional administrative charges, this to include any third party charges where a Direct Debit has to be represented

(g) Shall be liable to pay to SEL, on demand, all reasonable costs, charges or losses sustained or incurred by SEL (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to SEL confirming such costs, charges and losses to the Customer in writing

### SEL OBLIGATIONS Part 3. SEL:

(a) Shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Customer in accordance in all material respects with the Specification Sheet

(b) Shall use reasonable endeavours to meet any performance dates specified overleaf, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services

(c) Shall provide notice to the Customer of any irregular water consumption as and when it is identified in order to assist the Customer to identify the cause of the excess water consumption and be afforded the opportunity of taking corrective measures.

### LIMITATION OF LIABILITIES Part 4

(a) This condition sets out the entire liability including any financial liability of SEL (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

(1) Any breach of the Contract;

(2) Any use made by the Customer of the Services, the Deliverables or any part of them; and

(3) Any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Contract.

(b) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

(c) Nothing in these Conditions limits or excludes the liability of SEL for:

(1) death or personal injury resulting from negligence.

(2) any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by SEL.

(3) for any liability incurred by the Customer as a result of any breach by SEL of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

(d) Subject to clause Part 4 (b), (c) above SEL shall not be liable for:

(1) loss of profits, (2) depletion of goodwill and/or similar losses,(3) loss of anticipated savings, (4) loss of goods, (5) loss of contract, (6) loss of use, (7) loss of corruption of data or information, (8) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, (9) any loss or damage suffered as a result of any interruptions or errors in the use or operation of the Software

(e) SEL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

### DATA PROTECTION Part 5

(a) the Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of SEL in connection with the Services.

### MODE OF SERVICE Part 6

(a) SEL will supply and install a water logging device to monitor, record and transmit the water consumption from the Customer premises to SEL's secure server. This information to be transmitted using SIM card technology provided by SEL at the time of the installation.

(b) The data will transmit from site to SEL's server once a day.

(c) SEL will have the information analysed daily and will report any unusual activity to the Customer as soon as is possible.

(d) SEL will provide the Customer with an internet based capability for accessing and interrogating the information relating to its premises, provided the Customer at all times understands access is provided on a confidential basis and is solely for the use of the Customer.

### CONFIDENTIALITY AND SEL's PROPERTY Part 7

(a) The Customer 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 Customer by SEL, its employees, agents, consultants or subcontractors and any other confidential information concerning SEL's business or its products which the Customer may obtain.

(b) The Customer may disclose such information as may be required by law, court order or any governmental or regulatory authority.

(c) The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with all of this Part 7.

### PAYMENT Part 8

(a) The Customer agrees to pay all bills in relation to the contracted services detailed overleaf by direct debit on the 15th day of the month for the previous month's Service.

(b) Where the 15th day of the month falls on a weekend or a public holiday, the Customer agrees to payment being collected on the last working day prior to such date.

(c) In the event of any additional charges being due as a result of additional works and or services provided to the Customer the Customer agrees to allow SEL to collect any/all amounts due by the Customer at the next collection date subject to the proper notices being provided in accordance with the Direct Debit Guarantee Scheme.

(d) Without prejudice to any other right or remedy that it may have, if the Customer fails to pay SEL on the due date, SEL:

(1) Charge interest on such sum from the due date for payment at the annual rate of 5% above the Bank of England Base Rate on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. SEL may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(2) Suspend all Services until payment has been made in full.

(e) The Customer understands and agrees that SEL may increase the charges set out in this agreement by up to 12% per annum.

(f) SEL will provide the Customer written notice of any such increase no less than 3 months before the proposed date of the increase.

### OWNERSHIP Part 9

(a) The Customer understands SEL retains sole title to all SEL Equipment and that no other company has the right to interfere with the product and or service supplied by SEL in any way without the written agreement of SEL.

(b) Should any SEL Equipment become damaged, lost, stolen, removed, or fail to operate for any reason other than as a result of fair wear and tear then the Customer will reimburse SEL for the value of the equipment and the balance of revenue due under the remainder of the minimum term contract but limited to a maximum payment of £9,999.00 plus VAT.

(c) Clause 9(b) above is limited to the equipment and services provided for the execution of the Services and does not include any additional plant and or machinery or works carried out as a result of further works supplied and or carried out for the Customer.

(d) At the end of the minimum contract period and subject to the Customer honouring their full obligations under the terms of the agreement, the Customer has the following options: -

(1) Continue renting the system in line with Part 1(e) of this contract.

(2) Terminate the agreement with SEL subject to the notice periods indicated in this agreement. In this event the Customer will pay SEL a removal/disconnection fee of £295.00 + VAT at the prevailing rate.

(d) the Customer understands no one other than SEL my remove, dispose of or deal in any way with SEL Equipment.

### TENATION Part 10

(a) If the Customer accepts this Contract and subsequently wishes to cancel the Contract prior to the commencement of the Services SEL reserves the right to accept cancellation of the Contract and a cancellation charge may at SEL's discretion become payable immediately by the Customer at the rate of no less than 25% of the contract value of the minimum contract term

(b) If the Customer accepts this Contract and subsequently wishes to cancel the acceptance after the commencement of works and or services the Customer will be liable for the full value of the contract which is determined by the monthly charge multiplied by the minimum amount of months indicated overleaf

(c) SEL may at its sole discretion terminate the contract immediately if the Customer repeatedly breaches any of the terms of the contract, or is unable to pay its debts as they fall due, or is deemed unable to pay its debts within the meaning of sections 123 and or 268 of the Insolvency Act 1986, or commences negotiations with all or any of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise with its creditors other than for the sole purpose of a scheme for a solvent reconstruction or for notice of intent to or the appointment of an administrator and or an official receiver, or if SEL is unable to provide the Services anymore for any reason

### GENERAL Part 11

(a) SEL shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of SEL or any other party), failure of a 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 SEL or subcontractors.

(b) SEL may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least 1 months notice of any change.

(c) Subject to condition Part 11(b), no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

(d) A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. 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 preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

(e) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

(f) If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(g) If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

(h) The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

(i) Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.

(j) Nothing in this condition shall limit or exclude any liability for fraud.

(k) The Customer shall not, without the prior written consent of SEL, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the contract.

(l) SEL may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of 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 or agent.

(m) Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. A person who is not a party to the Contract shall not have any rights under or in connection with it.

(n) Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party or as otherwise specified by the relevant party by notice in writing to the other party.

(o) The Contract, 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 & Wales.

(p) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).