Terms of Sale

This website http://www.smartwater.com/ is owned and run by SmartWater Technology Limited ("SmartWater"/"We"/"Us"/"Our"), whose Registered Office Address is: 27 Queen Anne’s Gate, London, SW1H 9BU. Registered Company number: 02875523. In making a transaction, either by telephone or, through this website you are entering into a contract with Us and hereby accept and are deemed to be bound by these Terms of Sale. Any payments made through this website shall be made to and processed by Us. Please read these Terms of Sale carefully before ordering any Goods from the website. You should print a copy of these Terms of Sale for future reference. By continuing to use Our website, you will be deemed to have accepted these Terms of Sale. If you refuse to accept these Terms of Sale, you should not continue to order any Goods from Our website.

We only use your personal information in accordance with our Data Usage Policy. For further details, please see our Data Usage Policy http://shop.smartwater.com/data-usage-policy. Please take the time to read these as they include important terms which apply to you.

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

Agreement means the Contract for the grant of the Licence and/or the purchase and sale of Annual Membership Products or Promotional Products collectively consisting of the Order and these Terms of Sale;

Annual Membership Product means any product within Our range incorporating a Forensic Solution which requires its Licence to be renewed annually;

Contract means an agreement with the intention to create legal obligations;

Customer (“You”/“Your”) means the person, firm or company with whom We enter into this Agreement and whose details are set out in the Order;

Database means the central database comprising, amongst other things, the details of the Customer based on the information contained in the Order and the formula and combination of components of the applicable Forensic Solution which shall, subject to compliance by the Customer with its obligations under this Agreement, be maintained by Us until the Agreement and the Licence and all rights granted to the Customer under the Agreement expire or are terminated in accordance with clause 9.4 of this Agreement;
Effective Date means the date of the signature or online submission of the Order by the Customer;

Fees means the Licence Fee and any other costs specified in the Order;

Forensic Solution means the quantity of SmartWater forensic solution contained in a sealed container together with an applicator, as referred to in the Order, which contains a formula and combination of components which is unique to the Customer;

Goods means an Annual Membership Product and/or Promotional Product, Materials and other accessories specified in the Order which We are to supply in accordance with the Agreement;

Group means Our holding company or subsidiary or a subsidiary of such holding company;

Term means i) in relation to Annual Membership Products only, a period of 12 months from the Effective Date, ii) in relation to a Promotional Product a period of 5 years from the Effective Date and any further subsequent Term(s) granted in consideration of payment of the relevant Fees;

Intellectual Property means any patent, copyright, design right, goodwill, rights to inventions, know how, techniques, trade secrets, confidential information, trade mark, database right or other intellectual property right subsisting anywhere in the world, whether registered or unregistered, and including applications for any of the foregoing;

Licence means a non-transferable, non-exclusive right and licence to use the Strategy at the Licensed Locations for the Term, in each case solely throughout the continuation of this Agreement and in accordance with this Agreement;

Licence Fee means a fee as specified in the Order representing a Licence which, in the case of a Promotional Product, is inclusive of the price and which, in the case of an Annual Membership Product, is payable by the Customer to Us annually in advance and references herein to annual shall be interpreted accordingly;

Licensed Locations means the locations referred to in the Order to be registered for the use of the Goods;

Materials means the signs, stickers, labels incorporating the Trade Marks and other artwork and literature supplied by Us to the Customer concerning the Strategy as referred to in the Order;

Order means the Customer’s instructions which have been completed and submitted (whether online or by telephone) by the Customer and accepted by Us (and confirmed by electronic mail) and to which these terms shall apply;
Order Confirmation means written confirmation (by email) that the Goods have been ordered;

Promotional Product means a products within Our range which is marked as being on promotion or as a special offer incorporating a Forensic Solution which is available to purchase on a single payment basis only, and which attracts no annual charge for its Licence, such Licence being included in one single payment.

Shelf Life means the use-by date by which the Forensic Solution must have been used and applied as specified by Us;

SmartWater means SmartWater Technology Limited a company incorporated and existing under the laws of England whose principal office is at Science and Technology Park, Nedge Hill, Telford, TF3 3WY, England;

Strategy means a deterrent that can provide identification of stolen items and comprising application, use and/or display of the Goods, Materials and Trade Marks (as comprised in the Materials) by the Customer and maintenance of the Database and analytical expertise by or on behalf of Us;

Customer Helpline means the telephone number(s) advertised on our website, from which the Customer can order Goods.

Trade Marks means Our trade mark in the specific format(s) depicted in the Materials and Our name and any registered trade marks and unregistered trade mark rights in respect thereof (including but not limited to the SmartWater name together with its associated logos, colours and imagery) which may be owned by SmartWater or the Group.

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation. References in this Agreement to ‘including’ or similar expressions shall be interpreted without limitation and references to the singular shall include the plural and vice versa.

2 Grant of Licence and Customer Restrictions (This clause 2 applies to Annual Membership Products and Promotional Products)

2.1 In consideration of and conditional upon the Customer paying the Fees on the due dates, and subject to the terms of the Agreement, We shall hereby supply the Goods and grant the Licence to the Customer with effect from the Effective Date.
2.2 A Licence in respect of Promotional Products is granted for a period of 5 years from the Effective Date and a Licence in respect of Annual Membership Products is granted annually (on the Effective Date and on each anniversary thereafter), in each case such Licence is granted strictly subject to the terms of this Agreement;

2.3 The Customer shall not use the Goods and Trade Marks for any purpose other than as expressly permitted by this Agreement and shall not:

2.3.1 use in relation to the Strategy or the Goods any Trade Marks, slogan or logo other than the Trade Marks;

2.3.2 use any documents or other materials containing the Trade Marks other than the Licensed Materials;

2.3.3 copy, modify or adapt the Trade Marks, Goods or any rights (including Intellectual Property) belonging to Us or the Group or prepare any derivative works;

2.3.4 do or omit to do anything which would tend to or might diminish or be detrimental to the rights of SmartWater in the Trade Marks or make them become generic or prejudice their distinctiveness or validity or the goodwill of SmartWater therein or bring the Trade Marks or SmartWater into disrepute;

2.3.5 adopt or use any trade mark, symbol, device, corporate or business trading name or slogan which is confusingly similar to the Trade Marks;

2.3.6 register or seek to have registered any trade mark or slogan which is confusingly similar to or the same as the Trade Marks; or

2.3.7 establish or use any analytical process in relation to the Strategy or the Goods other than any analytical process which may be supplied by SmartWater or approved by Us in writing.

2.4 The Customer shall follow Our instructions which accompany the Goods and any guidance notes and conditions of use issued from time to time in connection with the application or use of the Goods. We shall not be held responsible for any failure by the Customer to apply or use the Goods in accordance with those instructions, guidance notes and conditions of use.
2.5 The Customer shall permit SmartWater upon reasonable notice to enter and inspect the Customer’s premises and Licensed Locations (where applicable) to ensure compliance with this Agreement. We may take all reasonable and lawful measures to verify and effect compliance with this Agreement. We shall be entitled to remove, destroy and/or recover any Goods or any other documents or materials containing the Trade Marks that are used other than in accordance with this Agreement.

3 Supply of Goods (This clause 3 applies to Annual Membership Products and Promotional Products)

3.1 Goods will be despatched to the Customer within 7 working days of receipt of payment of the Fees in full from the Customer, or 28 days if payment is made by direct debit. Delivery of the Goods shall be made by or on behalf of SmartWater to the Customer’s address stated in the Order. Time for delivery shall not be of the essence.

3.2 We reserve the right to make any changes in the specification of the Goods which either improve the performance of the Goods, are required to conform with any applicable safety or other statutory requirements or do not significantly affect their quality or performance.

3.3 We shall arrange delivery of the Goods, free of charge to a UK delivery address stated in the Order. Delivery outside of the UK will be subject to delivery charges, to be confirmed at the time of the Order.

3.4 Some of the Materials (namely the signs and stickers for display incorporating the Trade Marks) supplied to the Customer are on a Licensed basis only and title to and ownership of all such Materials and all Intellectual Property in the Materials shall not pass to the Customer and shall remain with Us at all times. Risk of loss of, or damage to, any of the Goods shall pass to the Customer at the time of delivery.

3.5 Notwithstanding delivery and the passing of risk in the Goods, or of any other provision of these Terms of Sale and always subject to clause 3.4, title in and ownership of the Goods shall not pass to the Customer until We have received in cash or cleared funds either payment in full (in the case of a Promotional Product) or payment of the first Licence Fee (in the case of an Annual Membership Product), such payment being due in accordance with clause 6.

3.6 The Customer shall be solely responsible for procuring the installation, operation, maintenance and replacement of the Goods in accordance with any reasonable instructions and guidance which We may give from time to time.
3.7 The Customer shall provide such information in such format and in accordance with Our directions as We may require from time to time, in connection with the Goods and the Licensed Locations at which the Goods are installed or applied, for verification and evidential purposes.

4 Intellectual Property (This clause 4 applies to Annual Membership Products and Promotional Products)

4.1 The Customer acknowledges that all Intellectual Property which may exist in relation to the Strategy, the Trade Marks and the Goods shall belong solely to SmartWater or the Group. Other than as expressly provided in the Agreement, the Customer shall have no rights in respect of any Intellectual Property which may exist in relation to the Strategy, the Trade Marks, the Goods or of the goodwill associated therewith, and the Customer hereby acknowledges that it shall not acquire or claim any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested solely in SmartWater or the Group. If notwithstanding this clause, any such rights or goodwill vest in the Customer or any of the Customer’s subcontractors or suppliers by automatic operation of law, the Customer hereby assigns, or shall upon Our request procure an assignment in respect of, all such rights and goodwill which exist now or may arise hereafter to Us by way of present and future assignment in consideration of the Licence granted to the Customer under this Agreement.

4.2 For the avoidance of doubt, save as set out in this Agreement, the Trade Marks may not be used without the prior written consent of SmartWater or the SmartWater Group.

5 Warranties and Liability (This clause 5 applies to Annual Membership Products and Promotional Products)

5.1 Subject to the terms of the Agreement and fulfilment of Your duties set out herein, We warrant: (i) that the Goods will correspond with their specification on the date of delivery (ii) that the Forensic Solution will be detectable for a period of 5 (five) years from application and (iii) that the Forensic Solution will conform to the British Standards Institution PAS 820:2012 Grade A external classification [insert link to BSI page]. The aforementioned warranty in (ii) is subject to the Forensic Solution being stored, applied and used in accordance with the manufacturer’s application guidelines and before its Shelf-Life;

5.1.2 Materials and other accessories as specified in the Order are guaranteed for a period of 12 (twelve) months from delivery, in accordance with manufacturer’s warranties.

5.2 The above warranty is given by Us subject to the following conditions:
5.2.1 We shall be under no liability in respect of any defect arising from any acts or omissions of the Customer, fair wear and tear, wilful damage, negligence (other than of SmartWater or its employees or agents), abnormal working conditions, failure to follow Our instructions or any guidance notes and conditions of use issued from time to time, application or use of the Forensic Solution after its Shelf Life, improper storage, misuse or alteration or repair of the Goods without Our written approval or if the Licence Fee has not been paid up to date.

5.2.2 Any claim by the Customer which is based on any defect in the Goods or failure to correspond with its specifications must be notified in writing to Us within 7 days from the date of delivery or the date on which We tendered delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days of discovery of the defect or failure. If the Customer does not notify Us as aforesaid, the Customer shall not be entitled to reject the Goods, We shall have no liability for such defect or failure and the Customer shall be bound to pay the Licence Fee as if the Goods had been delivered in accordance with the Agreement.

5.2.3 Where any valid claim in respect of the Goods which is based on any defect in the Goods or failure to correspond with its specifications is notified to Us as aforesaid, We shall, at Our discretion, be entitled to replace the Goods (or the part in question) free of charge or refund to the Customer the Licence Fee paid by the Customer (or a proportionate part thereof) but We shall have no further liability to the Customer.

5.3 We shall not, except in respect of death or personal injury caused by the negligence of SmartWater, be liable to the Customer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit, loss of business, loss of property, damage to goodwill or reputation or otherwise and whether occasioned by the negligence of SmartWater or its employees or agents or otherwise) arising out of or in connection with any act or omission of SmartWater relating to the supply or the use of the Trade Marks and Goods.

5.4 We shall have no obligations or liability in connection with the tracing and identification of stolen property which has or may have been marked by the Forensic Solution or the inability for such tracing and identification to successfully take place.

5.5 We do not warrant or accept any responsibility in the event that the items on which the Goods and Strategy are used and applied are stolen after and notwithstanding the application or use of the Goods and Strategy thereon.
5.6 We shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing or any failure to perform any of Our obligations under the Agreement if the delay or failure is due to any cause beyond Our reasonable control.

5.7 The Customer warrants that the Customer is at least 18 years of age and possesses the legal authority to enter into any transaction through this website (including instructing Us to collect any payments from a payment card or billing account) and to use this website in accordance with the Terms of Use. The Customer agrees to be financially responsible for all transactions it undertakes through its use of this website.

6 Financial Provisions (This clause 6 applies to Annual Membership Products and Promotional Products)

6.1 If the Customer is purchasing an Annual Membership Product the Customer shall pay Us the first year Licence Fee upon submission of the Order. The Licence Fee shall be the applicable price stated in the Order (which is inclusive of VAT). The Customer shall pay to Us the Licence Fee in full on such occasions (annually) in advance at the start of the duration of the Licence and by such payment method as is indicated in the Order. If the Customer is purchasing a Promotional Product the Customer shall pay Us the price as stated in the Order and there shall be no further Licence Fee.

6.2 In the case an Annual Membership Product, unless terminated in accordance with clause 9 of this Agreement, the Customer shall pay Us the Licence Fee annually on each anniversary of the Effective Date.

6.3 All payments referred to in this Agreement are inclusive of any applicable value added or any other sales tax.

6.4 We may charge interest on any late payments at a rate of 8% per annum pro rata from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgment or award in respect of the same).

6.5 The price of any Goods and/or Licence will be as quoted on the website from time to time, except in cases of obvious error.

6.6 Prices are liable to change at any time, but changes will not affect Orders in respect of which We have already sent confirmation.
6.7 It is always possible that, despite Our best efforts, the Goods or Licence listed on the website or quoted by Customer Helpline operators may be incorrectly priced. We will normally verify prices as part of its despatch procedures so that, where the correct price is less than the stated price, We will charge the lower amount when despatching the Goods to the Customer. If the correct price is higher than the price stated on the website or quoted by Customer Helpline operators, We will normally, at Our discretion, either contact the Customer for instructions before despatching the Goods, or reject the Order and notify the Customer of such rejection.

6.8 We are under no obligation to provide the Goods or Licence to the Customer at the incorrect (lower) price, even after We have sent confirmation of the Order, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by the Customer as a mis-pricing.

6.9 Payment for all Goods must be by direct debit, credit or debit card unless otherwise agreed in writing by Us. We accept payment with MasterCard, Visa (debit or credit), Visa Electron, and Maestro. We will not charge the credit or debit card until it has confirmed the order by electronic mail and shall not despatch the order until cleared funds have been received.

7 Additional Supplies (This clause 7 applies to Annual Membership Products only)

7.1 Additional supplies of Forensic Solution and Materials may be available, upon request from the Customer, in the following circumstance:

7.1.1 upon payment of the Licence Fee;

7.2 All additional supplies of any Goods described above shall be subject to them and the use thereof made by the Customer being in accordance with this Agreement.

7.3 Where You have purchased a vehicle or marine pack, additional supplies of Forensic Solution and Materials will available be free of charge should you sell and subsequently replace the vehicle or boat registered. Please contact Us for more information.

8 Money Back Guarantee (This clause 8 applies to Annual Membership Products only)

8.1 If having purchased an Annual Membership Product and acquired the Licence, the Customer’s home at the address stated in the Order, is subsequently burgled or any vehicle which the Customer has marked with the Forensic Solution is stolen, the Customer shall be entitled to claim the applicable amount detailed below by writing to Us, subject to the following conditions:
8.1.1 the Licence acquired from Us is current, the Customer is in full compliance with these Terms of Sale and the Licence Fee has been paid up to date at the time of the burglary or theft;

8.1.2 the Materials were prominently displayed at the time of the burglary or theft according to Our applicable instructions, guidance notes and conditions of use stated from time to time; and

8.1.3 the Customer provides a Police Crime incident number which correctly relates to the Customer and the applicable burglary or theft.

8.2 The amount which the Customer shall be entitled to claim under the money back guarantee described above shall be either the then current annual Licence Fee or the total payments which the Customer has made to Us during the 12 months preceding the burglary or theft, whichever is the lesser amount.

8.3 If the Customer’s claim under the money back guarantee described above is successful, the applicable amount shall be paid to the Customer by cheque which shall be sent to the Customer within 30 days of such claim succeeding.

8.4 For the avoidance of doubt, the Licence and the Customer’s obligations under the Licence and the Agreement (including payment obligations) will continue in force notwithstanding any claim the Customer makes under the money back guarantee.

8.5 In the event that any items belonging to the Customer on which the Forensic Solution has been used and applied are stolen and then recovered, if the Customer accepts the return of such items We shall be entitled at Our discretion to require the Customer to pay to Us such amount as We shall advise the Customer of, as referred to below.

8.6 The Customer shall make such payment within 7 days of receiving such items.

8.7 Such amount shall be equal to any Licence Fees payable by the Customer which remain due but unpaid and outstanding and, if the return of such items to the Customer is after the expiry or termination of the Licence, the Licence Fees which the Customer would have been liable to pay between the date of such expiry or termination and the date on which such items are returned to the Customer, based on Our prevailing Licence Fee rates (but subject to a maximum of 8 years’ worth of such Licence Fees).
9 Duration, Termination, and Consequences of Termination (This clause 9 applies to Annual Membership Products and Promotional Products)

9.1 This Agreement shall come into force on the Effective Date except that the Licence shall not come into effect until We have received in cash or cleared funds payment in full of the price as stated in the Order (in respect of a Promotional Product) or the first annual Licence Fee (in respect of an Annual Membership Product), such payments being due in accordance with clause 6. In respect of Promotional Products purchased, this Agreement and the Licence shall continue in force unless and until it is terminated in accordance with its terms. In respect of Annual Membership Products purchased, this Agreement shall continue in force for the Term after which it shall continue for the period stated in the Order and:

9.2.1 for as long as the Customer owns the applicable registered item(s) indicated on the Order Form (in the case of the Customer’s vehicle(s) and/or motorbike(s)) or for as long as the Customer is located at the Licensed Locations.

9.2.2 on an annual basis for as long as the Customer continues to pay the Licence Fee in accordance with clause 6 provided in each case that the Customer is in compliance with the terms of this Agreement.

9.3 We may terminate the Agreement and the Licence and the Customer’s rights under the Agreement on giving the Customer written notice thereof if the Customer is in breach of any of its terms and fails to remedy that breach within 7 days of being given written notice thereof by Us (except for any breach of its payment obligations under clause 6 in respect of which We shall not be required to give the Customer an opportunity to remedy as aforesaid).

9.4 The Agreement and the Licence and the Customer’s rights under the Agreement shall automatically terminate on the expiry of the Shelf Life if the Forensic Solution has not been used and applied by the Customer on or before that date.

9.5 The Customer may terminate the Agreement and the Licence and the Customer’s rights under the Agreement on giving Us 30 days’ written notice thereof provided that, in the case of Annual Membership Products, the Customer shall not be entitled to do so at any time prior to the expiry of the Initial Term, or any subsequent anniversary.

9.6 If the Agreement and the Licence and the Customer’s rights under the Agreement are terminated as stated above prior to the expiry from the first year of the Effective Date the Customer shall, upon such termination, pay Us the balance of the Licence Fees which are payable for the Term but which remain unpaid.
9.7 Upon expiry or termination as aforesaid the Customer shall remove from display and destroy the Materials and destroy any remaining Forensic Solution and the details of the Customer may (at Our sole discretion) be removed from the Database by Us. We may elect to retain any Customer details within Our Database for the process of elimination and identification of any individual or entity in relation to any Forensic Solution analysed after termination or expiry of this Agreement. The Customer consents to the use of its details for this purpose. Upon the termination of this Agreement for any reason the Customer shall cease to make any use of the Materials and Trade Marks, and if the Customer fails to comply fully with any of this clause 9.7, in the case of Annual Membership Products, the Customer shall become and remain liable to continue paying the License Fees to Us in accordance with all applicable provisions of this Agreement, as if this Agreement had not terminated, from the date of termination until the end of the period in which the Customer complies fully with this clause 9.7. The Customer shall permit Us upon reasonable notice to enter and inspect the Customer’s premises and Licensed Locations to ensure compliance with this provision. We may take all reasonable and lawful measure to verify and effect compliance with this provision. We shall be entitled to remove, destroy and/or recover any Goods or any other documents or materials containing the Trade Marks in accordance with this provision. This provision shall survive the termination of this Agreement.

9.8 Expiry or termination of the Agreement shall not affect any accrued liabilities and claims of either the Customer or SmartWater including in respect of any Licence Fee payments, in respect of Annual Membership Products, which remain unpaid by the Customer.

9.9 Either party shall be entitled to terminate this Agreement immediately by written notice to the other if that other party commits any breach of any of the provisions of this Agreement or fails to make any payment due hereunder on its due date and fails to remedy the same within 30 days (or 7 days in respect of any failure to make a payment due hereunder) after receipt of a written notice giving particulars of the breach and requiring it to be remedied.

9.10 The rights to terminate this Agreement shall be without prejudice to any other right or remedy.
9.11 In the event that any item or individual that has been marked with Forensic Solution is recovered or identified by any relevant authorities or by Us (a “Discovery”) but upon analysis is found to relate to a Customer whose Licence or Agreement has expired or terminated or where the Customer is in arrears of any payments due under this Agreement, in order for the Customer to be informed or identified of the Discovery the Customer must pay Us, on demand, an amount equal to any Licence Fees payable by the Customer which remain due but unpaid and outstanding and, if the Discovery is after the expiry or termination of the Licence, the Licence Fees which the Customer would have been liable to pay between the date of such expiry or termination and the date of the Discovery, based on Our prevailing licence fee rates (but subject to a maximum of 8 years’ worth of such licence fees). This provision shall survive the expiry of this Agreement.

10 Right to Cancel

10.1 If the Customer is contracting as a consumer, the Customer may cancel this Agreement at any time within fourteen days, beginning on the day after the contract is formed between us, i.e. the day the Customer receives the Order Confirmation. In this case, the Customer will receive a full refund of the price paid for the Goods from Us within 30 days of cancellation.

10.2 To cancel a Contract, the Customer must inform Us in writing. The Customer must also return the Goods to Us immediately, in the same condition in which the Customer received them, and at the Customer’s own cost and risk. The Customer has a legal obligation to take reasonable care of the Goods whilst they are in the Customer’s possession. If the Customer fails to comply with this obligation, We may have a right of action against the Customer for compensation. In particular, use of the Forensic Solution, or application or use of the Materials is likely to affect the condition of the Goods and if they cannot be returned in the same condition as received the right to cancel shall end.

11 General

11.1 The Customer shall not:

11.1.1 assign, sub-license or otherwise dispose of any of its rights under this Agreement to a third party; nor

11.1.2 sell or otherwise dispose of any of its Goods, property or other materials which howsoever bear the Trade Marks pursuant to this Agreement to any third party or otherwise pass possession and control of such Goods, property or other Materials to any third party.
11.2 This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all previous agreements and understandings between the parties with respect to the subject matter of this Agreement, and it may not be modified except in writing by the duly authorised representatives of both parties.

11.3 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, and waives any claims in relation to, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law (other than fraudulent misrepresentations).

11.4 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

11.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.6 Nothing in this Agreement shall create a partnership or the relationship of principal and agent or any other relationship between the parties other than the contractual relationship expressly described in this Agreement. Furthermore neither party shall bind, commit or create any liability on behalf of the other party nor hold itself out as being entitled to do so in any way.

11.7 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England, and each party hereby submits to the exclusive jurisdiction of the English Courts.

11.8 No variation of the Agreement shall be binding unless agreed in writing between the authorised representatives of the Customer and SmartWater.

11.9 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed (as applicable) to Our address stated above or the Customer’s address stated in the Order or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.10 No waiver by Us of any breach of this Agreement by the Customer shall be effective unless confirmed in writing nor shall it be considered as a waiver of any subsequent breach of the same or any other provision.
12 About Us

We are SmartWater Technology Limited
Our Registered Office Address is: 27 Queen Anne’s Gate, London, SW1H 9BU.
You can contact us by email at: enquiry@smartwater.com
Our telephone number is: 0870 242 8899

We are registered in England & Wales under registered company number: 2875523
Our VAT number is: GB643114863

SmartWater Technology Limited is a member of the British Security Industry Association and a police accredited organisation.

SmartWater® is a proprietary forensic asset marking System and Strategy protected by worldwide patents and trademarks.

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