

**The Customer**

<b>A</b>	Name:	Tel:
	Address:	Fax:
		Order No:
	Post Code:	Contact:

**Site Address: (if different from above)**

<b>B</b>	Address:	Contact:
		Tel:
	Post Code:	

**The Equipment**

<b>C</b>	Location within Site	Model	Serial No(s) To be inserted on delivery of the equipment	Service Charges	
					£
				£	
				£	
				£	
				£	
				£	

**Term**

<b>D</b>	1. Commencement date:			
	2. Term (1) (3) (5) (7) years	5. Total Installment	£	
	3. Frequency Quarterly / Annually	Payable by * (Direct Debit), (Banker's Standing Order), (Credit Card) <i>highlight as applicable</i>		
	4. Number of Installments ( )	<b>ALL AMOUNTS PLUS VAT</b>	£	

**Added Value Features**

<b>E</b>	<ul style="list-style-type: none"> <li>Spare parts are included</li> </ul>
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**Confirmation of Details**

We hereby request you to service the Equipment on the Terms and Conditions set out above and on the next page. We confirm that, prior to signing this agreement, we have read the details set out in this document (which we confirm to be true and accurate in all respects) and the Terms and Conditions set out above and overleaf, and our signature is made on the acceptance we will be bound thereby. Where the equipment is not yet at the Site Address, we agree that the terms will commence on the date of delivery of the Equipment which will be inserted by you in Box D1 as the commencement date, and you will also insert the Serial Numbers of the Equipment (in Box C). We understand that Added Value Features (if any) shown in Box E and detailed in the attached appendix form part of this agreement.

<b>For and on behalf of the Customer:</b>	<b>Accepted and agreed for &amp; on behalf of Intelligent Vending Ltd</b>
Signed:	Signed
Name: (Authorised Signatory)	Name: (Authorised Signatory)
Title:	Title:
Date:	Date:

## SERVICE AGREEMENT TERMS & CONDITIONS

### 1. Term

Intelligent Vending or its chosen sub-contractor (the Company) shall service the Equipment installed at the Site Address throughout the Term upon the Terms and Conditions contained in the following clauses.

### 2. Payment

- (a) The Customer shall pay to the Company throughout the Term the Total Installments shown in box D5 the first such payment to be made on the Commencement date shown in box D1.  
Subsequent payments shall become due thereafter at the frequency shown in box D3. The Customer shall also pay any sums invoiced to it by the Company under Clauses 5 and 7 and any other invoices by the Company upon 30 days net terms.
- (b) Punctual payment of all sums due from the Customer hereunder shall be of the essence of this Agreement and the Company shall be entitled to terminate this Agreement forthwith if the Customer shall fail to make any payment on its due date.
- (c) All sums stated in this Agreement are exclusive of V.A.T. which will be due from the Customer at the rate applicable to each payment on its due date.
- (d) In the event that any amount payable by the Customer under the Terms of this Agreement shall become overdue, the Company shall be entitled to charge interest on such payments from their due date until the payment is made (whether before or after the judgement) at Barclays Bank Base Rate +3%.
- (e) At periods of not less than one year commencing with the Commencement date shown in box D1 the Company shall be entitled to increase the Service Charges shown in box C upon giving 30 days notice of such increase to the Customer, in the event that the proposed increase exceeds the increase in the Retail Prices Index since the date of the last increase then before such increase may be imposed the Company shall be obliged to deliver to the Customer a breakdown of the additional costs giving rise to such increase. In any event, the Company shall not be entitled to impose any annual increase in excess of 15% per annum.

### 3. The Company's Obligations

The Company shall, throughout the Term:

- (a) Attend at the Site(s) at the Customers request to carry out such work as may be necessary as a result of any breakdown of the Equipment.
- (b) Replace parts for the Equipment which may require replacement as a result only of fair wear and tear occurring during the Term.
- (c) Where such replacement parts are indicated in box E overleaf as being included in the Service Charges then such replacement parts shall be provided at the Company's expense.
- (d) In any other event all replacement parts not covered under this agreement shall be charged by the Company to the Customer at the Company's list price current at the time of supply.
- (e) For the avoidance of doubt work required in respect of changes in coinage or currency are not covered under this agreement.

4. The Company will endeavour to attend at the Site(s) within 24 hours of the Customers request but shall not be liable for any loss, damage or expense suffered or incurred by the Customer or any other person as a result of its failure to do so and shall, in particular, not be bound to attend at any time outside the Company's normal business hours (9.00 to 16.30 hours Monday to Friday excluding Bank and Public Holidays).

5. (a) Save as provided in Clause 3(b) above, where the Company considers that any part or parts of the Equipment require replacement for any reason the Company shall supply such part(s) to the Customer and the Customer shall pay the Company therefore at the Company's list price current at the time or such supply.
- (b) Where any alteration or modification to the Equipment is required by virtue of any statutes or statutory or other rules or regulations such alteration or modification shall, at the request of the Customer, be made by the Company at the Customer's expense.
- (c) Payment by the Customer of amounts due under sub-clause (a) and (b) above shall be made in accordance with the terms of the invoice issued by the Company in respect thereof.

### 6. The Customer will:

- (a) Keep clean and operate the Equipment in accordance with the Company's instructions and maintain the immediate surroundings of the Equipment in a suitable and hygienic state.
- (b) Maintain all mains services and any other connections to the Equipment. The Company shall be under no liability in respect of any damage to or failure of the Equipment which is due wholly or partly to any failure of or fluctuations in any such services or connections.
- (c) Payment by the Customer of amounts due under sub-clauses (a) and (b) above shall be made upon the Company's normal payment terms which are described in clause 2 above.
- (d) Not assign or charge or purport to assign or charge any of its rights hereunder without the prior written consent of the Company.

7. The cost of the following services is not included in the payment specified in Clause 2 above but will be carried out by the Company at the Customer's expense if found to be necessary upon attendance by the Company at the Site(s), or if the Customer shall so request in writing:

- (a) The supply and/or replacement of CO2 bottles and water filters or softeners or replacement cartridges. The Customer should note that the Company may monitor the age and usage of filters and arrange replacement automatically at the Customer's expense.
- (b) The attendance of the Company's employees outside normal business hours (as defined in Clause 4).
- (c) Repairs made necessary by accident (whether negligent or not) misuse or malicious damage.
- (d) Repairs made necessary due to fluctuations in the supply of electricity or water.
- (e) Repairs made necessary by the siting of the Equipment in an unstable environment.
- (f) Removal of the Equipment to another Site and cost of any fitting or adjustment necessary as a result of such movement.
- (g) The supply of spare parts due to accident (whether negligent or not) misuse or malicious damage and the loss of removable fittings. Replacement parts will be charged for at the Company's standard rates applicable at the time of replacement.
- (h) Repairs made necessary by the Customer or the employees or agents of the Customer moving the Equipment.
- (i) Fitting of, or repairs made necessary as a result of the fitting, by any person other than the Company or its employees, of any machine components not supplied by the Company.

The Company shall invoice the Customer for any such services carried out by it (including any parts or materials used) and payment shall be due from the Customer in accordance with the Company's normal payment terms as described in Clause 2 above.

### 8. Force Majeure

The Company shall under no circumstances be liable to any failure to fulfill any of its obligations hereunder which results directly or indirectly from any cause or causes beyond its control.

### 9. Termination

If the Customer shall:

- (a) default in punctually paying any sums due hereunder;
- (b) fail to observe and perform any of his obligations hereunder or under any other Agreement between the Company and Customer;
- (c) die or commit any act of bankruptcy or compound with his creditors or be liquidated or wound up (otherwise than for the purpose of bona fide

reconstruction) or cease or threaten to cease trading or have made any false statement in this Agreement or in relation hereto; or if any such cause as is referred to in Clause 8 above shall occur, then and in any such case the Company may forthwith terminate this Agreement by giving written notice to the Customer.

#### 10. Customer's Liability on Termination

In the event of termination of this Agreement in pursuance of any sub-clauses 9(a) - (c) above, the Customer shall forthwith pay to the Company:

(a) all sums accrued due at the date of such termination, and any sums due or which will become due in respect of work carried out by the Company prior to such termination under Clauses 5 and 7 above:

(b) as agreed liquidated damages for the remaining Services Charges described in box C overleaf which would have been payable by the Customer during the Term described in box D overleaf subject to an allowance of 15% of such sum in consideration of accelerated payment by the Customer. The parties hereto recognise and acknowledge that such liquidation damages amount to a reasonable assessment of the Company's likely losses in the event of termination of this Agreement and the capital and resource commitment required to be provided by the Company in the provision of the Services during the Term.

#### 11. Waiver

No failure or delay on the part of the Company to enforce any of its rights hereunder shall be deemed to be a waiver of any such rights.

#### 12. Whole Agreement

This Agreement constitutes the entire and only Agreement between the Company and the Customer relating to the servicing of the Equipment and overrides and supersedes any prior arrangements or oral discussions and no modification or alteration of its terms or purported modification or alteration shall be of any effect unless it is accepted by the Company in writing.

#### 13. Notice

Any notice which is required to be or may be served hereunder shall be sent by pre-paid post to the address of the parties set out overleaf or to such other address as may have been notified by either party as their address for the service and shall be deemed to have been served two days after the date of posting.

14. This Agreement shall in all respects be governed by and construed in accordance with the laws of England.