

Service and Machine Operation Agreement

Agreement Number: SMCM – NA

Delivery Address

Name:	Contact Name:	Tel.
Address:		
Postcode:	Email Address:	
Tel.	Fax.	

Invoice Address

Name:	Contact Name:
Address:	
Postcode:	Email Address:
Tel.	Fax.

Operating and Service Products	Weekly Rate	Service	Quantity	Total
Service and maintenance		48hrs	1	£
Total Per Year:				£

Outright Sale	Quantity	Unit Price	Total
Total:			£

Service Response Time

48 Hours
 72 Hours
 5 Days

Minimum Period

1 Year
 3 Years
 5 Years

Planned Preventative Maintenance

6 Months
 12 Months
 24 Months

Declaration of Agreement

I have read and accept the terms set out above, in the Standard Terms and Conditions Agreement. I am authorised to sign this agreement on behalf of the Customer.

Customer Signature:	Print Name:
Sales Signature:	Print Name:
Date:	Date:

Intelligent Vending Ltd Contact Information

Contact Name/Position:	
Telephone:	

Note: VAT will be added at the prevailing rate

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Intelligent Vending Ltd, 11 Church Street, Bonsall, Matlock, Derbyshire, DE4 2AE

Registered in England No. 5406605 / Registered office as above

VAT Reg No. 859 6023 96

Standard Terms and Conditions

SC1 Parties and Definitions

In this Agreement “Intelligent Vending” means Intelligent Vending Ltd. and the “Customer” means the company, firm or individual specified on page 1 of this Agreement.

“Replacement value” means the current written down book value of an item to be replaced at the time of replacement.

SC2 Service

SC2.1 Intelligent Vending will provide to the customer products as specified on page 1 of this agreement and services in respect of those products as set out in this agreement. The number of items to be supplied shall be specified on appendices that will be raised periodically when a batch of machines have been ordered by the customer. These appendices will take the form of a signed order from the customer and be subject to the terms and conditions of this agreement. The rental charges set out in SC4 shall be payable for each machine supplied during the term of this agreement from the date the relevant machine(s) is installed at the sites specified by the customer.

SC2.2 Intelligent Vending warrants to maintain the machines supplied to the Customer in full working order, and to fix any fault notified to it within the response time shown on page 1 of this agreement.

SC3 Duration and Termination

SC3.1 This agreement shall commence on the date of execution by both parties and shall continue, subject to clauses SC3.2 to 3.4 inclusive and SC11 for the minimum period specified on page 1 of this agreement (the “Minimum Period”)

SC3.2 The customer shall be entitled to cancel this Agreement in whole or on part at any time prior to the end of the minimum period on giving Intelligent Vending 3 months notice expiring at the end of any calendar month. In this event (or in the event that the customer fails to give the proper notice at any time or Intelligent Vending terminates the agreement as a result of default on the part of the customer) the customer shall forthwith pay to Intelligent Vending 100 percent of the charges which would have been payable for the then following 3 month period and 50 percent of such charges for the remainder of the minimum period (if any)

SC3.3 Intelligent Vending shall be entitled to terminate this agreement if the customer fails to correct any notified breach of this agreement within a period of 7 days from the date of such notification or if the customer ceases or threatens to cease to trade, has a receiver or manager appointed over any of its assets, enters into any composition or arrangements with its creditors, becomes unable to pay its debts as defined by the Insolvency Act 1986 or if a petition is presented for bankruptcy, winding up or administration order.

SC3.4 The customer shall be entitled to terminate this agreement if Intelligent Vending fails to correct any notified breach of this agreement within a period of 7 days from the end of such notification or if Intelligent Vending ceases or threatens to cease to trade, has a receiver or manager appointed over any of its assets, enters into any composition or arrangements with its creditors, becomes unable to pay its debts as defined by the Insolvency Act 1986 or if a petition is presented for bankruptcy, winding up or administration order.

SC4 Charges

SC4.1 The charges payable by the Customer for the services shall be as set out on page 1 of this agreement or otherwise as adjusted in accordance with this clause and clause SC4.2. Intelligent Vending shall be entitled to revise the charges annually in line with changes in RPI with effect from each anniversary of the commencement of the agreement following 3 months notice to the customer of any change.

SC4.2 Charges are based on the number of items or services to be provided. If Intelligent Vending agrees to accept a reduction or cancellation of any part of the products or services to be provided, Intelligent Vending reserves the right to make an appropriate adjustment to the charges upon notice to the customer.

- SC4.3 Charges will be due and payable calendar monthly in advance (calculated as approximately 4.33 weeks) unless otherwise agreed.
- SC4.4 The method of payment is by invoice.
- SC4.5 In the event of non-payment or late payment by the Customer, Intelligent Vending reserves the right to suspend the provision of Services until all outstanding amounts have been paid and/or charge interest on any overdue sum at the rate of 4 per cent per annum above the base rate from time to time of Lloyds Bank plc without prejudice to any other rights it may have.
- SC4.6 The obligations of the Customer (including without limitation payment of charges) will continue during any period of suspension of the services for non-payment.
- SC4.7 If Intelligent Vending fails to rectify a machine fault within the service response time shown on page 1 of this agreement, the Customer will be entitled to claim a rebate of the rent for the machine from the time that the machine was notified as being faulty to the time that it is fixed and working. The rebate is to become due and payable at the end of the month in which the failure accrued. In default of payment of any such rebate by the due date Intelligent Vending shall pay interest on any such amount at the rate of 4% per annum above the base rate from time to time of Lloyds Bank plc without prejudice to any other rights it may have.

SC6. Customer's Obligations

- SC6.1 The Customer will not at any time permit any item belonging to Intelligent Vending to be removed or repaired or maintained other than by Intelligent Vending or its authorised representative.
- SC6.2 The Customer will pay to Intelligent Vending the Replacement Value of any item lost, damaged, misused or destroyed whilst in its care and will pay the reasonable cost of repair on any machine damaged beyond the expected wear and tear. It is the Customer's responsibility to ensure security and insurance of the items supplied and to notify Intelligent Vending in writing of any loss or damage as soon as it is discovered. The Customer will not remove any labels or signs indicating that any such item belongs to Intelligent Vending.
- SC6.3 The Customer will procure that any person authorised by Intelligent Vending and carrying identification to that effect may enter any premises on which Intelligent Vending's property is located subject to this agreement at all reasonable times to inspect Intelligent Vending's property and to carry out any necessary repairs or stock checks and at any time without notice to repossess its property in the event of termination of this Agreement (howsoever caused). If in the event of termination of the Agreement Intelligent Vending is not allowed to repossess its property, it will immediately be entitled to charge the Customer with the full Replacement Value of all the property which has not been recovered, such charges being payable immediately.

SC7. Assignment

Intelligent Vending shall be at liberty to assign this Agreement with all its rights and liabilities to any persons, firm or Company subject to the customers prior agreement, which shall not be unreasonably withheld but the Customer may only do so with Intelligent Vending's prior written consent.

SC8. Supplier Liability

- SC8.1 The liability of Intelligent Vending to the Customer for any breach of contract connected with the supply or service of any items shall not exceed four times the weekly of that item.
- SC8.2 In the event that any third party makes a claim against Intelligent Vending for any loss or damage to property in excess of the level of liability agreed as set out in Clause SC8, the Customer agrees to indemnify Intelligent Vending against all such costs, claims, losses or damages resulting from such third party claim unless the claim is as a direct result of a fault or negligence of Intelligent Vending or its employees, which shall exceed the liability of Intelligent Vending as set out in Clause SC8 or whereby this contract declares Intelligent Vending to be under no liability to the Customer. The Customer should ensure it has adequate insurance to so indemnify Intelligent Vending.

SC8.3 Intelligent Vending shall have no liability to the customer for any loss of profit or other indirect or economic or consequential loss howsoever caused save as covered in SC8.1.

SC8.4 If Intelligent Vending is unable to fulfill its commitment to respond to a service problem within the time specified on page 1, Intelligent Vending will refund the rental cost from the time the service problem is reported to Intelligent Vending Customer Services Department to the time an engineer responds to the site.

SC9. Variation

Any variation to this agreement must be in writing and signed by Intelligent Vending's authorised representative and the Customer.

SC10. Notice

Any notice given by either party under this Agreement shall be deemed valid if left or sent by pre-paid post to the Registered Office or any business address of the other party or the or the other party's address shown on page 1 of this agreement. If sent by post each notice shall be deemed to have been received by the other party 48 hours after the time of posting.

SC11. Force Majeure

Intelligent Vending shall be released from its obligations to the extent that and for so long as it proves in practical or uneconomical for it to perform its obligations as a result of any circumstance beyond its reasonable control (including without limitation any industrial action of its workforce).

SC12. Jurisdiction

The parties submit to the jurisdiction of English, Northern Irish or Scottish Courts (but no other). This agreement is subject to English Law.