



Equipment Rental Agreement

Terms and Conditions

1. If you sign this Agreement, including any schedule hereto (a "Schedule") and we, 918 Coffee Co Limited of The Roastery, Semley Business Park, Station Road, Shaftesbury, Dorset, SP7 9AN, the Owner (the "Owner") also sign the Agreement and/or any Schedule, we agree to buy the Equipment and allow you to use it for the Minimum Period of time agreed in the Terms of Hire section, subject to any Re-Starts or our termination rights under clauses 33 and 34. The minimum Period may Re-Start in the circumstances, and on each and every such occasion, described in clause 2. You promise us that the information given under the headings "Your Business Details", "Equipment Details" and "Terms of Hire" is accurate and was fully completed when you signed this Agreement, and any Schedule. The "Equipment" shall mean the goods described in the Equipment Details section overleaf and any additional goods described in a Schedule(s).

2. If, at any time before this Agreement is terminated, upon the Owner and the Hirer executing a Schedule to this Agreement for the hiring of an additional item of equipment or replacement of existing equipment, then on each such occasion (a "Re-Start"), the hiring under this Agreement shall recommence on the date of execution of the relevant Schedule, by the Owner, and for a new Minimum Period equivalent to the Minimum Period stated in the Terms of Hire section. Otherwise, the amount and frequency of the Rentals payable and all other terms and conditions of this Agreement shall remain in force and continue unaffected.

Equipment General

3. As we own the Equipment you must look after it by having it properly maintained and insured. You must not part with the Equipment, sell it, allow anyone else to use it, or claim Capital Allowances on it and ensure that it is used in accordance with the manufacturer's instructions. You agree that it is not our responsibility to make any alterations to the Equipment (or bear the cost

or any such alterations) which may become necessary or compulsory because of any change or the introduction of a European currency. Accordingly, you will at your expense, procure that any necessary alterations are carried out with our consent.

4. You agree to insure the Equipment so you are able to make payment in full (less any applicable early settlement rebate if applied) should the Equipment be lost, stolen, damaged or destroyed. This sum may be greater than the replacement value of the Equipment. If at your sole responsibility you only insure to the replacement value of the Equipment, then you accept that you must obtain the replacement equipment and make all Rental payments to the end of the Minimum Period. Any replacement for the Equipment will immediately become our property.

You must arrange for our interest to be noted on the policy and inform us of the name and address of the insurers. If you cannot show us that you have arranged the appropriate insurance, we may choose to arrange insurance for the period of the Agreement. You will pay us the full cost of the insurance and we will collect the insurance premiums from you with your Rental payments. If anything does happen to the Equipment, then you must tell us immediately by writing to us at the office address on this document.

In the event of an Insurance claim we may agree, at our discretion, to the Equipment being replaced or repaired and provided you continue to pay Rentals when due under this Agreement. If we do not agree to a replacement or repair this Agreement will terminate and you will be immediately liable to pay to us a Termination Sum as provided in clause 35.

5. You must check the Equipment within 5 working days of it being delivered and tell us immediately if there is anything wrong with it so that we can inform the Supplier. If you have not told us about any problems with the



Equipment Rental Agreement

Equipment within that period, we will assume that you are satisfied with it. If your supplier has supplied pipes, cables or other items to connect the Equipment (for example to supply water or power) those items shall be deemed for the purpose of this Agreement to form part of the Equipment.

6. You may move the Equipment from its address, but you must get our written permission first and a fee for our qualified engineer to uplift and reinstall will be payable. No-one else has the right to remove the Equipment.

If you wish the equipment to be moved to a different location within the current building or a new location you must, if the equipment is rented or leased, obtain the permission of 918 Coffee Co. Relocation will be charged at our standard rates, details of which are available on request. Under no circumstances must anyone other than 918 Coffee Co disconnect or move the equipment. Should this occur, you will be liable for an inspection fee which may be charged to you by 918 Coffee Co at our standard rate, available on request, if any damage has occurred you will be liable for its repair.

7. You will be solely responsible for (and so hold us fully indemnified against) any loss, damage or injury to people or property, consequential loss or any loss of profit caused by the Equipment or because of using it.

8. You are not permitted to transfer possession or control of the Equipment to any third party or derive any rental income or other charges by permitting a third party to use the Equipment at your premises. The Equipment is for your exclusive use and must remain in your exclusive control and possession.

9. The equipment should not be modified or repaired by anyone other than 918 Coffee Co Limited.

Equipment Maintenance, Service and Products

10. These are the terms on which we offer to service and maintain the equipment detailed overleaf. No variation to these terms, or anything that may have been said to you in connection with this equipment, is of any legal effect unless recorded on your agreement. If you wish to accept this offer, please sign where indicated on your agreement paperwork.

11. If you enter into a rental agreement for the equipment, or an agreement to lease the equipment and there is any inconsistency between the terms set out below and the terms of the rental agreement/lease, the rental/lease terms shall prevail, to that extent.

12. Any dates given for service or repair are estimates only and are subject to the availability of equipment and personnel. Accordingly, we should not be liable for any failure to attend on the estimated date. We shall not be bound to attend outside normal working hours (09:00 to 17:00 Monday to Friday excluding Bank and other Public Holidays) but in the event that we do, at your request, attend outside these hours, an additional charge will be made.

13. In the twelve months following installation we may visit your site to carry out normal sanitisation checks, filter replacements or de-scaling. These visits are free of charge. However, the replacement parts such as filters are chargeable. If the equipment breaks down during the first twelve months we will, as soon as is practicable after being notified of the breakdown, attend your site and carry out any necessary repairs or replace the equipment free of charge. However, you agree that you will be responsible for any abortive or unnecessary callouts (see 15) visits or work made necessary as a result of accidental damage, abuse or neglect of the equipment, failure to operate it in accordance with instructions for its use, or otherwise as a result of your failure to comply with the terms of this Agreement. All such work will be



Equipment Rental Agreement

charged at our standard rates, details of which are available on request.

14. The equipment must be regularly serviced by 918 Coffee Co, using only filters, components and materials that have been approved for such use. Failure to meet these requirements will affect the quality of the water and could be illegal. All equipment servicing will be arranged by 918 Coffee Co. 918 Coffee Co will continue to visit your site to carry out the necessary work after that year and you hereby agree that you will pay 918 Coffee Co for all such visits, in advance, at standard rates current at time of invoicing. You also agree to provide us with ready access to the equipment at all reasonable times for the purpose of servicing, repair, removal or relocation.

15. In the event of a breakdown or leak, or if the equipment fails to operate properly after the first year, you hereby agree that you will pay 918 Coffee Co at standard rates, available on request, for attending and carrying out the necessary repairs or replacing the equipment. You hereby agree that 918 Coffee Co will not be liable for any consequential loss or damage arising from breakdown or leakage and it is your responsibility to ensure that you have adequate insurance in place to cover any such incidents.

In the case where a service call is made and an engineer visits your premises to find that you have not carried out the operations on the fault check-list affixed to the equipment, and there is no fault or the fault is an operator error, or the machine setting has been changed, or basic user maintenance has caused the callout, this will be chargeable at our normal rates, details of which are available on request. If our engineer attends and is, for any reason, unable to gain access to the equipment, a callout charge will be levied at our standard rate, available on request.

16. This Agreement shall remain in force for the duration of the lease/rental agreement or, if the equipment is purchased outright, until

further notice. You agree that all invoices submitted to you will be paid when due and we reserve the right to refuse to attend the equipment if there are any overdue invoices outstanding or order quantities are not being met.

17. Invoices for sanitisation, filter change or de-scaling must be paid in full before an engineer visits to carry out any service or repair work and we reserve the right to suspend or withdraw the provision of service or maintenance if the rentals payments are overdue, order quantities are not met or any issues with your account with 918 Coffee Co.

18. The equipment should not be modified, serviced or repaired by anyone other than 918 Coffee Co. No components, sanitisation products or other items should be used in combination with the equipment, except those approved by 918 Coffee Co. Any breach of these requirements could compromise the proper operation of the equipment, and we will not be required to undertake any sanitisation, filter replacements or de-scaling thereafter without further charges.

19. Given the low value involved in most transactions, both parties agree that it is not practical to keep written records for services performed and you therefore accept that the computerised records, kept by 918 Coffee Co of services provided, will be adequate proof of service.

20. Any consumables purchased from 918 Coffee Co shall be invoiced at our trade prices.

21. Only coffee supplied by 918 Coffee Co Limited is to be used on the equipment supplied. As part of this Agreement, you agree to place a minimum order of 12kg of coffee per calendar month.

What you will pay and when

22. This Agreement commences when we accept it and will run for the Minimum Period set out in the Terms of Hire section subject to all or any Re-Starts.



Equipment Rental Agreement

23. If you wish to terminate this Agreement at the end of the Minimum Period current at that time you must ensure that we have received a written notice of termination from you, not less than 3 months prior to the end of the Minimum Period. If we do not have such notice by then the Agreement will continue for a second rental period of the same length as the Minimum Period and you must continue to pay Rentals in the same amount and frequency as you did during the initial period until the Agreement ends.

24. This clause applies again at the end of the second and subsequent rental periods, subject to your right to terminate under clause 36.

25. If you terminate following a Re-start all references in clauses 34 and 35 to 'the Minimum Period' will be deemed to be references to the minimum rental period that is then running.

26. As we are allowing you to hire the Equipment you must pay us the first Rental together a deposit, equivalent to 1 months' rent, along with any other charges such as installation and water filters. Installation will not occur until this first invoice is paid.

After that, you must pay all of the Rentals monthly until the Agreement has ended. VAT will be added to all payments at the rate that applies on the date they are due by Direct Debit. We will supply regular tax invoices.

27. It is essential to and a condition of this Agreement that you pay us each invoice in full and on time and keep to the terms of this Agreement (or any other agreement between you and us). This includes all maintenance, service and consumable charges that may fall due throughout the term of this agreement. Unless otherwise agreed at the time of entering into this agreement all rental payments under this Agreement must be made by Direct Debit through GoCardless. If you ask to change the method of payment the amount of the payments, then due will increase by up to 6%.

28. Your obligation to pay Rentals and all other sums due under this Agreement will continue unaffected in any way and your payments shall not be reduced or discharged by reason of the Equipment being unusable, lost, stolen, destroyed or by any damage to any defect in the Equipment.

29. If the Government increases the rate of corporation tax above the rate which applies on the date when we sign this Agreement, we may increase your Rentals by 8% for each full 5% rise in corporation tax or pro rata thereof.

30. If you do not pay us on time, or your Direct Debit fails, we will charge you interest on those unpaid amounts, at a rate which is 5% of the invoice, along with any administration charges at our prevailing rate (details of which are available upon request). We may choose to give you more time to pay but this will not affect any of our rights and powers under this Agreement.

Exclusions of our Liability

31. We both recognise that there is risk that the Equipment may not perform as expected and may not be satisfactory. When Equipment is financed the risk of it not working satisfactorily or according to any representations made may be assumed by you, us or the supplier of them. You and we both appreciate that the allocation of risk is a matter of agreement and have decided that you shall bear the risk on the terms set out herein as you acknowledge that we are only a hirer of Equipment. If we have the benefit of any warranties, then we shall transfer the benefit of them to you, so far as we are able, and if you so request. In no event will we be liable to you in contract or otherwise including any liability for negligence for any loss of revenue, anticipated savings or profits or any loss of use or value or for any indirect or consequential loss; and notwithstanding the above, our maximum liability is limited to:

(a) in respect of indirect or consequential loss an amount no exceeding the total of the



Equipment Rental Agreement

Minimum Period Rentals payable (excluding VAT) as shown in the agreement.

(b) in respect of any other form of loss, the lesser of the cost of repairing the Equipment, their dilution in value or the total of the Minimum Period Rentals outstanding at the date you suffer the loss.

32. You agree that it is both reasonable and acceptable for us to exclude or limit our liability to you in this way.

Ending the Agreement early

33. We may terminate this Agreement:

- if you do not pay any Rental or other sum due under this Agreement (or any other agreement between you and us) on the due date;
- or if you break any other term or condition of this Agreement and fail to remedy your breach within a 14-day period or any period required by law after we give you written notice requiring you to do so;
- or if we become aware that any information supplied by you is false; or if there is any change in the control of your company or its ultimate holding company;
- or if we have reasonable grounds to believe the Equipment, or our interest in it is at risk;
- or if any event occurs which, in our opinion, has or is likely to have a material adverse effect on your business, properties or condition, financial or otherwise or on your ability to duly perform and observe your obligations under this Agreement;
- or if being an individual you die or become bankrupt, or a petition is presented or application is made for an interim order or a bankruptcy order.

34. This Agreement will terminate automatically:

- if a landlord levies or attempts to levy distress on any premises where the Equipment may be situated;
- or if you are a corporate body, a receiver, administrator, administrative receiver or liquidator is appointed over all or any part of your assets or any steps are taken for such appointment;
- or if a partnership, any steps are taken for your administration, winding up or dissolution or in any case you cease or threaten to cease trading or convene any meeting or enter into any arrangement with your creditors in relation to payment of your debts;
- or if the equipment is stolen or otherwise becomes a total loss for insurance purposes

35. If we do end this Agreement, you will no longer be allowed to keep the Equipment, and you must pay us a Termination Sum being the total of:

- all the amounts you owe us under this Agreement on the date that it ends, together with interest on the basis set out in Clause 30;
- and the total of all Rentals which you would have paid during the Minimum Period current at that time if the hiring under this Agreement had not ended but discounted at 3% per annum from the date the Agreement ends to the date each Rental would otherwise have been payable;
- and any costs or expenses incurred by us in enforcing this Agreement (including legal costs) on a full indemnity basis together with any other costs or expenses we incur which include but not limited to our administration costs, costs of recovering the Equipment and bank charges.

36. You may end this Agreement early by giving us three months written notice and



Equipment Rental Agreement

paying to us the Termination Sum specified above.

37. You agree that by signing this agreement you are bound by its terms and that if you wish to cancel before installation of the equipment for any reason you will be charged a cancellation fee of £500.00 per machine plus VAT. Once the equipment is installed the full invoice amount, if you are purchasing the equipment or if you are leasing the equipment, you will be subject to the standard termination terms of the finance agreement.

38. If your notice of termination is served in accordance with Clause 40 and 43, upon our acceptance you agree to pay us upon demand a fee of £350.00 plus VAT for the uninstallation/collection of each piece of equipment. Any expense incurred by us in recovering possession of our equipment shall be reimbursed by you on demand.

39. In the event that we have agreed to discharge your outstanding rentals or other liability on any agreement with a previous equipment supplier (and so that the sum we pay will be added to the capital cost of the equipment we provide resulting in the rentals payable under your rental agreement with us) we undertake to discharge all sums properly due and payable by you under your previous agreement (excluding any current arrears) save that we will not pay any sum due as a cancellation, administration or other fee relating to your early termination to the extent that it exceeds a maximum of £10.00.

40. This Agreement may be terminated by you only with the written consent of 918 Coffee Co. In the event of such termination, you will pay a cancellation charge to 918 Coffee Co all sums due under this agreement to the date of termination plus a sum equal to 100% of the charges that you would have paid for the regular servicing to the end of the fixed or minimum term of any leasing or rental agreement for the equipment. Termination shall not relieve you of your obligation to pay fees accrued up to termination or entitle you

to a refund of any payment made in advance. Neither does termination relieve you of your obligation under any lease or rental agreement with us or a third party.

41. Any agreement to supply equipment on a free loan basis is made on the understanding that the minimum period is 12 months from date of installation. Should you decide not to keep the equipment, you must notify us, in writing, by recorded or special delivery. Such notification must be received by 918 Coffee Co by the seventh working day after installation for termination to be accepted. Should notification be received after the seventh working day, this Agreement may not be terminated without our consent and Clause 40 of these Terms and Conditions will apply. If we receive notification within seven working days, you agree to pay 918 Coffee Co the cost of installation, chargeable at our standard rate, available on request.

42. Should the equipment that you have ordered be unavailable for installation, 918 Coffee Co reserve the right to deliver and install a suitable alternative piece of equipment until the equipment ordered is available, when 918 Coffee Co will arrange, at our cost, the exchange of the equipment.

43. Any notice to be served on 918 Coffee Co Limited under this Agreement must be served in writing to 918 Coffee Co Limited at our latest address as shown on the latest invoice to you. Such notice shall only be deemed effective when received by 918 Coffee Co Limited and we have confirmed receipt in writing back to you.

Return of the Equipment

44. When this Agreement ends the equipment will be collected by 918 Coffee Co once all outstanding charges have been paid. It must return in the same condition (fair and wear excepted) as at the commencement of the hiring of that equipment. If you do not return it, we may repossess it, again at your cost and for such purpose you hereby grant us and our authorised servants and agents an



Equipment Rental Agreement

irrecoverable license to enter any premises occupied by you from time to time.

General

45. If two or more people are responsible for your part of the Agreement, they are liable individually and together.

46. We may combine our account under this Agreement with any other account held by us (or any other member of our Group of Companies) in your name and apply in discharge of any amount otherwise payable by us to you the amount of any liability you owe to us (or any Group Company) on any account whatsoever.

47. We do not forfeit any of our rights under this Agreement if we do not at any time enforce all those rights.

48. You hereby agree to waive all and any future claims and rights of set-off against payments due to 918 Coffee Co and will pay all amounts due regardless of any equity, set-off or cross claim.

49. We may transfer all or any of our rights and duties under this Agreement. 918 Coffee Co may transfer any of its rights or obligations under this Agreement and will notify you in writing if we do so.

50. You will not be bound by this Agreement or any schedule until you have signed it. We are not bound by this Agreement or any schedule until we have accepted your proposal and then signed the Agreement and/or schedule, as applicable.

51. This Agreement is governed by English law and any dispute will be settled in English Courts.

52. Neither party shall be in breach of this Agreement owing to causes beyond the reasonable control of that party.

USE OF YOUR INFORMATION

In considering your application we will search your record at credit reference agencies. They will add to your record details of our search and your application and this will be seen by other organisations that make searches.

We will also add to your record with the credit reference agencies details of your agreement with us and any default or failure to keep to its terms.

These records will be shared with other organizations and used by us and them to:

- Help make decisions about credit related services, such as insurance for you and members of your household:
- trace debtors, recover debt, prevent money laundering and fraud, and to manage your accounts.

For these purposes we or they may make further searches. Although these searches will be added to your record they will not be shared with others.

We and the credit reference agencies may also use the records for statistical analysis about credit. We may also use information about you to carry out market research.

Please telephone us on 0204 5665479 if you want to have details of those credit reference agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details.

You have a right to receive a copy of the information we hold about you if you apply to us in writing.