Machine Loan Agreement

Between - Pennine Tea and Coffee Company.
6 Hall Street, Halifax, West Yorkshire, HX1 5AY. ("The Company")

and Proprietors:.....("The Customer")

Trading as:.....

Address:.....

.....

.....

Business Tel:..... Home Tel:.....

NOW IT IS HEREBY AGREED as follows:

The company agrees to supply to the customer the undersigned machine(s) on free loan subject to the terms and conditions set out below.

1) That a minimum of 1 case of coffee per month to be purchased for each machine loaned.

2) THE CUSTOMER WILL ONLY PUT COFFEE SUPPLIED BY THE COMPANY THROUGH THE MACHINE.

3a) The customer shall be a mere bailee of the equipment and no interest therein shall pass to the customer.

3b) The customer shall not assign, pledge, mortgage, underlet, lend or part with possession of the equipment, shall not suffer the equipment to be seized under any distress execution, or other legal process, and shall not remove the equipment from the above address and shall not alter, erase, conceal, deface or otherwise interefere with any serial number or registration mark upon the equipment.

4) The Customer shall:

a) Maintain the equipment in good repair and conditions throughout the period of this agreement. The cost of any repairs neccessary, within twelve months of the date of this agreement will be paid by the company, if due to component failure, provided the failure was not due to misuse, or neglect to de-scale, if this is found to be the cause of machine failure, the repair cost will be at the expense of the customer.

b) Permit the company at all reasonable times to enter upon the premises where the equipment is kept for the purpose of inspecting the equipment.

c) Use the equipment in a proper manner and return it to the company upon termination of this agreement in good working order and in good condition.

d) Make sure that the machine is cleaned and de-scaled regular, and that only clean fresh water is put through the machine and not old coffee.

e) To comprehensively insure the machine(s) for the loss or damage no matter how called for the sum of £235-00 and agree to re-inburse the company accordingly. This clause will be cancelled when the company removes the machine(s) from the customers.

5) The company shall not be responsible for any defects in the equipment and shall not under any circumstances be liable to make any payment to the customer in respect of any loss, injury or damage sustained by the customer or any third party as a result of the presence or use of the equipment of any defect therin.

6a) This agreement shall automatically terminate absolutely if proceedings for insolvency or bankruptcy are instituted against the customer, or if the customer enters liquidation, whether voluntary or compulsary, or compounds with its creditors, or takes or suffers any similar action in consequence of debt, or if a receiver or manager is appointed over the whole or any part of its assets.

b) The company shall be entitled forthwith to terminate this agreement if the customer fails to comply with any of the terms in this agreement, and for the customer to pay in full any outstanding invoices.

7) Upon termination of this agreement the customer agrees that the company may at any time enter upon the customers premises to take possesion of, and remove equipment.

8) The customer or the customer representative/agent hereby confirms that he/she or they have read and understood the terms of this agreement.

Signed by..... Signed by the customer.....
(I have authority to sign this agreement)

Capital Letters..... Capital letters.....
For and on behalf of the customer or sign opposite

Date.....

Machine Type..... Machine Serial No.....