



VendMarque

Vendmarque Ltd
Unit 28B The Dudley Hill business Centre,
Knowles Lane, Dudley Hill, Bradford, BD4 9SW
T&Cs of service provision

1) Our Service Obligations to the client. We will

- 1.1 Provide the service as specified overleaf and agreed.
- 1.2 Maintain the machines to a satisfactory standard.
- 1.3 Provide maintenance/service to the machines between the hours of 08.30 and 17.30 Mondays to Friday, with weekend cover if agreed.
- 1.4 Provide emergency call-out service outside the above hours. Any call to be charged at the prevailing charge rate.
- 1.5 Insure against legal liabilities for injury or death to persons and damage to property, including legal liability for property in our care, custody or control, arising out of our operations. This does not cover damage for deliberate acts of vandalism and should the machines or our property be vandalised or damaged due to circumstances outside our control, then we will charge the cost of repair or replacement.
- 1.6 We will at our discretion change any machine which is causing problems and affecting the performance of our service. By exchanging a machine this will not affect the terms of our agreement.

2) Your Obligations to us the company

- 2.1 Provide suitable machine sites, free from pests & insects, with suitable supplies of drinking water and electricity. Drinking water by 15mm copper pipe to water block ½" BSP connection. Power 220/240 volts 50HZ single phase terminating in 13 AMP outlet.
- 2.2 Provide reasonable access facilities for our staff and suitable Cleaning/sanitising facilities and waste disposal units.
- 2.3 Comply with the obligations imposed upon you and your employees under the Health & safety at work act 1974 and all other statutory and regulatory obligations which are in force.
- 2.4 Insure the machines and their contents up to the full replacement value against loss and damage by fire, theft and any further risks, as we may at our discretion require in writing from you that such insurance is in full and effective force.
- 2.5 Take good care of the machines and in your custody and control, not permitting any third party to operate or maintain them
- 2.6 Pay us the charges as agreed overleaf.
- 2.7 Any costs due to damage caused to the machines
- 2.8 Any costs applicable relocating the machines.
- 2.9 Failure to make payments on time will without prejudice to any other rights entitle us to terminate the Agreement and enter your premises and collect our equipment.
- 3.0 Give us sole rights to operate vending machines on your premises.
- 3.1 Pay us the average weekly machine takings, should you wish to suspend our service for reasons beyond our control and pay a fixed fee to
Re commission the machines.

3) Charges.

- 3.1 If there is a change in the service provision which we agree to or if there is an additional cost to us, then we reserve the right to vary any of the charges stated overleaf by giving you not less than four weeks notice.

- 3.2 Any increase in the weekly standing charges over leaf which exceeds the percentage increase in the retail price index between the effective date of any previous increase or if not the commencement of this agreement, will give the right to terminate this agreement by giving three months written notice.
- 3.3 All charges and invoices are subject to VAT at the appropriate rate. Invoices are due for payment 28 days from the date of invoice. Failure to make payments on time without prejudice entitles us to terminate the agreement.
- 3.4 Confectionery, cold drinks and food items will increase as market forces dictate. Hot Beverage vends will be reviewed on an annual basis and any increases made at that time. we will charge for any hot beverage vends below agreed shortfall.
- 3.5 We will make charges for any costs incurred, related to coin / note changes/ card readers.
- 3.6 We will charge for Pat testing any of our machines on clients sites, if required.

4) Liability

- 4.1 Apart from liability in respect of injury or death to your employees, we shall not be liable to you for any consequential loss, damage, or injury including loss of use and of profits and products.
- 4.2 We shall be relieved from this agreement if we are unable to carry out all or any of our obligations under it because of war, strikes, lock-outs, government controls or restrictions, non-availability of any goods, labour or any cause beyond our control.
- 4.3 We will be under no liability to you if we fail in our obligations due to the non- availability of spare parts from the machine manufacturer.
- 4.4 We will not be responsible to damage caused to flooring, due to machines been moved, rocked, or due to spillages for whatever reason.

5) Ownership of Equipment.

- 5.1 The machines and any equipment supplied by us shall remain our property at all times.

6) Termination of Agreement

- 6.1 If we do not fulfil the terms of this agreement or the standard of our service falls below the standard the would be reasonably expected of us, then you can terminate this agreement by giving us three months written notice in advance, providing that you have first notified us and given us two months to rectify any alleged problem that you have brought to our attention.
- 6.2 Without prejudice to our other right if you do cancel this agreement for any other reason other than identified in clause 6.1 above., then you must pay the outstanding charges for the unexpired term of the contact period or 6 months which ever is the longer, together with all costs which we incur directly arising from the termination, including the removal and transportation of machines and loss of average weekly revenue for the unexpired period.