



Bean to Cup Coffee Machine Lease Agreement

Schedule 1: Commercial Terms

1. Customer Details

1.1 Customer Name:

1.2 Company Number (if applicable):

1.3 Registered Address:

1.4 Site Address (if different):

2. Equipment Details

2.1 Machine Model:

2.2 Serial Number:

2.3 Accessories Included:

3. Contract Term

3.1 Start Date:

3.2 Minimum Term: _____ months

3.3 Renewal: Rolling monthly after minimum term unless terminated

4. Financial Terms

4.1 Monthly Rental: £_____

4.2 Payment Method: Direct Debit



5. Coffee and Consumables Commitment

5.1 Minimum Monthly Spend: £_____

5.2 Approved Products include coffee beans, milk, chocolate, syrups and related consumables

6. Water Filtration

6.1 Water Filter Supplied: Yes

6.2 Filter Type and Size: _____

6.3 Initial Installation Charge: £_____

6.4 Replacement Interval: _____ months

6.5 Replacement Cost: £_____ per change

6.6 The Customer agrees that filter replacement is mandatory and chargeable.

6.7 Failure to maintain the filter in line with the agreed schedule may result in damage charges and void service coverage.

7. Service Level Agreement

7.1 Response Time: 72 working hours

7.2 Service Coverage: Parts and labour or Parts only

8. Installation Details

8.1 Installation Date:

8.2 Site Contact:



8.3 Nominate any special site requirements

9. Pricing Review

9.1 Annual Review Date:

10. Early Termination Acknowledgement

10.1 The Customer acknowledges that early termination charges apply in accordance with clause 9A.

11. Personal Guarantee

11.1 Where applicable, the signatory agrees to personally guarantee the Customer obligations.

12. Supplier Details

12.1 Supplier Name: Network Coffee

12.2 Registered Address: The Roastery, Semley Business Park, Shaftesbury, Dorset, SP7 9AN

13. Signatures

13.1 Signed for and on behalf of the Supplier:

Name:

Signature:

Date:



13.2 Signed for and on behalf of the Customer:

Name:

Signature:

Date:

Terms and Conditions

1. Definitions

- 1.1 "Supplier" means the party supplying the Equipment.
- 1.2 "Customer" means the party leasing the Equipment.
- 1.3 "Equipment" means the bean to cup coffee machine and all accessories supplied.
- 1.4 "Agreement" means these terms together with any Order or Schedule.
- 1.5 "Term" means the period stated in the Order.

2. Supply and Title

- 2.1 The Supplier shall supply the Equipment for the Term.
- 2.2 Title to the Equipment shall at all times remain with the Supplier.
- 2.3 The Customer shall not sell, charge, or dispose of the Equipment.

3. Installation and Training

- 3.1 The Supplier shall install the Equipment at the agreed site.
- 3.2 The Supplier shall provide basic operational and cleaning training.
- 3.3 Additional training may be charged.

4. Payments

- 4.1 The Customer shall pay the rental stated in the Order.
- 4.2 Payments shall be made by direct debit unless agreed otherwise.
- 4.3 The Supplier may charge interest and fees on late or failed payments.



5. Term and Renewal

5.1 The Agreement shall continue for the minimum Term.

5.2 The Agreement shall continue after the Term until terminated under clause 12.

6. Use of Equipment

6.1 The Customer shall use the Equipment in accordance with instructions.

6.2 The Equipment shall not be moved without the Supplier consent.

6.3 The Customer shall provide suitable water and power supplies.

7. Maintenance

7.1 The Supplier shall carry out routine servicing.

7.2 The Customer shall carry out required cleaning and maintenance.

7.3 The Supplier may charge for work arising from poor maintenance.

8. Repairs

8.1 The Supplier shall repair faults arising from fair wear and tear.

8.2 The Customer shall report faults without delay.

8.3 The Supplier may charge for repairs arising from misuse, neglect, or incorrect products.

8.4 The Supplier shall use reasonable endeavours to meet service times but does not guarantee continuous operation.

9. Consumables and Coffee Tie In

9.1 The Customer shall purchase all coffee and related consumables for use in the Equipment exclusively from the Supplier.

9.2 The Customer shall meet any minimum purchase requirement stated in the Order.

9.3 The Supplier may vary consumable pricing on written notice.

9.4 Use of non approved consumables is a material breach.

9.5 Where the Customer fails to meet minimum purchase requirements the Supplier may recover the shortfall, apply charges, or vary pricing.

9.6 Continued failure shall entitle the Supplier to terminate under clause 12.



9A. Liquidated Damages

9A.1 On early termination by the Customer or termination for breach, the Customer shall pay the following sums.

9A.2 The remaining minimum consumable commitment for the balance of the Term.

9A.3 All outstanding rental payments.

9A.4 All reasonable recovery, collection, and refurbishment costs.

9A.5 The parties agree these sums represent a genuine pre estimate of loss.

9B. Price Review

9B.1 The Supplier may increase consumable and rental pricing on not less than 30 days notice.

9B.2 Such increase shall not give rise to a right to terminate.

9C. Audit

9C.1 The Supplier may inspect the Customer use of the Equipment and consumables on reasonable notice.

9C.2 The Customer shall provide access to records and stock.

9C.3 The Supplier may recover losses and apply charges where non compliance is identified.

10. Risk and Insurance

10.1 Risk shall pass on delivery.

10.2 The Customer shall insure the Equipment for its full replacement value.

10.3 The Customer shall be liable for loss or damage other than fair wear and tear.

11. Liability

11.1 The Supplier shall not be liable for indirect or consequential loss.

11.2 The Supplier total liability shall not exceed the sums paid under this Agreement.



12. Termination

12.1 Either party may terminate for material breach not remedied within 14 days of notice.

12.2 The Customer shall not terminate during the Term without payment of sums due under clause 9A.

12.3 The Supplier may terminate immediately for non payment, misuse, or breach.

13. End of Term

13.1 The Customer shall return the Equipment in good condition subject to fair wear and tear.

13.2 The Supplier may charge for collection.

14. Relocation

14.1 The Equipment shall not be relocated without the Supplier consent.

14.2 The Supplier may charge for relocation.

15. Default

15.1 On default the Supplier may suspend service, charge fees, or recover the Equipment.

16. Force Majeure

16.1 Neither party shall be liable for delay caused by events beyond its reasonable control.

17. Confidentiality

17.1 Each party shall keep the terms of this Agreement confidential.



18. Governing Law

18.1 This Agreement shall be governed by the law of England and Wales.

19. Entire Agreement

19.1 This Agreement constitutes the entire agreement between the parties.

20. Amendments

20.1 Any amendment shall be in writing and signed by both parties.

21. Personal Guarantee

21.1 Where the Customer is a company, the signatory agrees to be personally liable for all obligations.

22. Payment Method

22.1 The Customer shall maintain a valid direct debit mandate.

22.2 The Supplier may collect overdue sums and apply fees.

23. Repossession

23.1 The Supplier may enter the premises to recover the Equipment on termination or default.

23.2 The Supplier shall not be liable for reasonable damage in doing so.

24. Downtime

24.1 The Supplier does not guarantee uninterrupted use.

24.2 No compensation shall be payable for loss of use or profit.



25. Water Supply

25.1 The Customer shall ensure an appropriate and suitable water supply.

25.2 The Customer shall ensure appropriate water filtration is maintained.

25.3 The Customer shall pay for an annual water filter replacement, or earlier if required based on usage or water condition.

25.4 The Supplier may charge for damage caused by scale, poor water supply, or failure to maintain filtration.

26. Site Requirements

26.1 The Customer shall provide suitable electrical and plumbing supply.

26.2 The Customer shall bear all related costs.

27. Branding

27.1 The Equipment may display Supplier branding which shall not be removed.

28. Assignment

28.1 The Customer shall not assign or sub let this Agreement without consent.

29. Price Escalation

29.1 The Supplier may increase rental annually in line with an index or fixed percentage on notice.

30. Service Exclusions

30.1 The Supplier shall not be responsible for faults caused by misuse, poor cleaning, or unauthorised products.

30.2 Call out charges may apply where no fault is found.



31. Collection

31.1 The Supplier may collect the Equipment after termination.

31.2 Charges may apply for failed collections.

31.3 Continued use after termination may be charged daily.

32. Data

32.1 The Supplier may access and use machine data for service, billing, and audit.

33. Credit Checks

33.1 The Supplier may carry out credit checks and amend terms accordingly.

34. Suspension

34.1 The Supplier may suspend service for non payment or breach.

34.2 Payments shall continue during suspension.

Signature Section

Signed for and on behalf of Supplier:

Name:

Signature:

Date:

Signed for and on behalf of Customer:

Name:

Signature:

Date: