



Candido Rental Agreement

Agreement dated _____ between:

_____ (Client) and

The Blue Pod Coffee Company Pty Ltd ABN 9425310094 T/A Lavazza Office Coffee (**Blue Pod**)

This agreement is for the rental of the Candido Coffee Machine (**Machine**), Milk Fridges and supply of coffee and related products for the Machine by Blue Pod to Client.

1. **Term**

This agreement lasts for 24 months from date of install (**Initial Term**).

After expiry of the Initial Term this agreement will continue on a month by month basis until any party terminates by notice to the other parties.

2. **Fees**

Client must pay the following fees to Blue Pod:

(a) Rental for each Machine and fridge combined :

- \$259.00 + GST per month during the Initial Term for Premise

(b) Consumables

- Lavazza Gran Espresso Coffee Beans - \$25 Per Kg GST Free
- Vending Chocolate Powder -\$9.40 Per Kg GST Free
- Cleaning Tablets to be used daily on machine for milk hygiene cycle \$24.75 + GST per 120 tablets

(c) Maintenance

- No maintenance fees will apply in the Initial Term if the Machine is cleaned and operated as per the procedures notified by Blue Pod (as set out in the Operations Manual or any other document provided by Blue Pod) and all consumables listed above are purchased exclusively from Blue Pod
- Blue Pod agrees to provide technical assistance, ongoing equipment maintenance, ongoing equipment support and/or replacement equipment in a timely matter
- Blue Pod may charge Client , and Client must pay to Blue Pod, its then standard maintenance and repair charges if:



- Client does not purchase all consumables used by the machine from Blue Pod
- Client does not clean and operate the Machine in accordance with the procedures notified by Blue Pod;
- the Machine is returned to Blue Pod in a damaged condition; or
- Blue Pod is otherwise required to repair the Machine as a result of any damage, misuse, neglect or vandalism while the Machine is in the care of Client

3. Consumables requirements

- (a) Client must purchase consumables for the Machine only from Blue Pod.
- (b) Client will allow Blue Pod's representative to come to the Premises and monitor the machine mechanical usage meter.

4. Payment

- (a) Client will pay Blue Pod the monthly rental fee monthly in advance. All consumables will be paid 30 days from month end
- (b) If Blue Pod makes a supply under or in connection with this agreement in respect of which GST is payable, unless otherwise expressly specified, the consideration amount for that supply will be increased by an amount equal to the prevailing rate of GST at that time.

5. Ownership and risk

Title to the Machine remains with Blue Pod and the Machine always remains Blue Pod's property. Risk in the Machine will pass to Client upon delivery.

6. Obligations of Client

Client agrees that:

- (a) it will not assert any right to the Machine other than the right to use as permitted by this agreement;
- (b) the Machine is not supplied for personal, domestic or household use or consumption;
- (c) the Machine is not and will not become a fixture;
- (d) it will not move the Machine from the Premises without Blue Pod's prior written approval; and
- (e) it will only use the Machine in accordance with instructions provided by Blue Pod.



7. Liability

- (a) To the extent permitted by law, Blue Pod excludes any express or implied warranties, conditions, representations or guarantees (including fitness for purpose) in relation to the Machine or consumables.
- (b) Blue Pod's aggregate liability to Client arising under or in connection with this agreement for whatever reason and however incurred is limited to the total fees paid by Client under this agreement.
- (c) Blue Pod excludes all liability for indirect, special or consequential loss, including loss of profits, loss of opportunity or the cost of procurement of replacement products or services.

8. Insurance

Client must keep the Machine insured at its full replacement value of \$8600+GST and the Milk fridge for \$399 +GST

- (a) This agreement is governed by the laws applicable in Victoria and subject to the jurisdiction of Victorian courts.
- (b) This agreement constitutes the entire agreement between the parties in relation to its subject matter.
- (c) A variation to this agreement will only be effective if signed in writing by each party.
- (d) This agreement may be signed in counterparts.

Client's Details

Company Name:

Address:

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ABN: Tel: (.....)..... Fax: (.....).....

Contact Email:

Accounts Payable Email:

Authorised By:

Date:

Signature: