



Capo 3000 Freedom Plan

Terms and conditions

The "Client" agree to use the loan coffee equipment supplied by "Lavazza Office Coffee (LOC)" a division of Lavazza Australia OCS Pty Limited T/A The Blue Pod Coffee Co. under the following terms:

Equipment

- The Equipment includes the Capo coffee machine and milk fridge.
- The Equipment remains the property of LOC.
- The Equipment shall not be removed from the original installation site without the prior written consent of LOC.
- The Client agrees to include the Equipment in their property insurance. The Client will indemnify LOC for loss due to fire, theft, accident or vandalism while in their possession. The value of the Equipment for insurance and replacement purposes is \$12,990+GST.
- If LOC deems it necessary to remove the Equipment, it may do so at their sole discretion.
- LOC may repossess the Equipment without recourse to legal proceedings and/or notice.
- Under no circumstances will LOC be liable for any incidental expense or consequential damages arising in connection with the use or inability to use the Equipment.
- The Client must ensure that the hygiene cycle and cleaning programme for the Equipment as set out by LOC in the maintenance manual is followed.

Consumables for use with equipment

- LOC will contact the Client via email on a monthly basis to obtain stock holding and ensure sufficient product including coffee beans, hot chocolate and cleaning detergent are delivered to the Client.
- The Client is responsible for supplying milk for use with the equipment.
- The Client agrees to only use coffee beans, hot chocolate and cleaning detergent sourced from LOC for use with the equipment.
- In the event that stock of consumables provided are used by the Client in machines other than that supplied by LOC, LOC will bill the Client for the equivalent amount of cups as if it has been consumed using the loan machine.

Services provided by Lavazza Office Coffee

- LOC agrees to provide technical assistance, ongoing equipment maintenance, ongoing equipment support and/or replacement equipment in a timely matter.
- LOC will contact the Client via email on a monthly basis to obtain stock holding and ensure sufficient product including coffee beans, hot chocolate and cleaning detergent are delivered to the Client.
- The Client agrees to allow LOC access to the machine in order to maintain the coffee machine.



Plan, billing and invoicing

- The Client can arrange to return the Equipment at any time after the initial 90 days by providing 7 days written notice to info@lavazzaofficecoffee.com.au.
- During the agreed trial period, 2kg of coffee beans and 2kg of powdered chocolate will be provided free of charge. Any drinks consumed outside of the trial period will be charged at the rates outlined below.
- The Client undertakes to purchase a minimum of 3000 drinks per month as per the Freedom Plan 3000 cup plan. LOC will charge at a rate of 0.55c for an 8oz (small) drink and 0.65c for a 12oz (large) drink.
- The Client can change to a different Freedom Plan at any time for subsequent months.
- LOC will bill the Client monthly for the amount of drinks consumed, based on reading of the electronic meter on the coffee machine taken monthly.
- In the event that the Client has not consumed the agreed minimum amount of drinks per month, a charge of 0.20c per drink shortfall will be billed to and paid by the Client. The shortfall will be calculated and billed on a quarterly basis.
- If credit card details are provided for monthly invoice payment, the Client agrees that LOC can automatically charge the Client's nominated credit card.
- Payment terms are 14 days from date of invoice.

Client's Details

Company Name:

Address:

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

Contact Email:

Accounts Payable Email:

Authorised By:

Date:

Signature: