

VENDING MACHINE LOCATION AGREEMENT

I, _____ of _____
"the Authorised Person" *"the Customer"*

Situated at _____

_____ *"the Location Address"*

authorise **provender**[®] ("the Company") to install and operate, either directly or through approved operators, coffee, cold drink, snack and/or confectionery vending machines ("Machine(s)") of their choice on the Location and in locations acceptable to the Company and it is also agreed as follows:

1. This agreement shall commence on the _____ day of _____ 20____ and continue for a term of _____ months subject to an initial trial period of 3 months. If during the trial period the service is not satisfactory this agreement can be terminated by giving written notice to the Company providing one month's notice to terminate the service and remove the Machine(s).
2. At the end of each term this agreement will automatically renew for a further 12 month term, unless either party has given written notice to the other party, not less than one calendar month prior to the expiry date of the current term, confirming that the agreement shall not be renewed.
3. The Customer agrees that during the term of this agreement, no other machine(s) capable of vending any products shall be installed on the Location without prior approval of the Company.
4. The Company will assume general responsibility for the operation of the Machine(s) including costs for insurance and maintenance ensuring full serving of supplies. The Customer will take all reasonable care to ensure safe and secure operation of the Machine(s).
5. Notwithstanding the term of this agreement the Company reserves the right to withdraw all or any of the Machine(s) from the Location at any time and if the machines are not replaced within one month from the date of removal this agreement will be at an end.
6. If in the reasonable opinion of the Customer, the service provided by the Company is not satisfactory, then the Customer shall notify the Company in writing stating the particulars of the complaint. The Company shall then have one month to rectify any reasonable issues. If the Company fails to comply within one month this agreement will be at an end.
7. The Customer acknowledges the Machine(s) are the property of the Company (or it's approved operator) and the Company (or it's approved operator) has the right to register their security interest in the Machine(s) on the PPSR under the Personal Property Securities Act 2009. No further notification of this registration is required by the Customer.
8. The Customer agrees to give the Company access to the Machine(s) during normal business hours.

Machine(s) to be installed		("the Machine(s)")
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Commission Details	
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Dated this _____ day of _____ 20____

Signed _____ Position Held _____
"the Authorised Person"

On behalf of _____
"the Customer"

Signed _____ On behalf of **provender**[®]