

Pre-Contract Information
Hire Agreement Regulated by the Consumer Credit Act 1974

The Owner: Coca-Cola Enterprises Limited of Enterprises House, Bakers Road, Uxbridge, Middlesex UB8 1EZ ("CCE")

Hirer(s): ("Hirer")

Name			
Address		Postcode	

	Key Financial Information		
Description of Equipment			
Rental Cooler		Zero RentalCooler	
Dispensed		Fanta Frozen	
Equipment Type / Description		Rental Vending	
		Full Service Vending	

Minimum Hire Period: 18 months from the date of this agreement.

Rental: For Rental Coolers and Rental Vending only, consecutive monthly/quarterly/annual Rental payments of £ [] (inc VAT) payable by direct debit collected by CCE on the 24th day of the month. CCE may increase the Rental on giving the Hirer at least 1 month's written notice of the increase.

Optional Damage Liability Waiver: Available for Vending Equipment only, comprised of an annual fee of £ [] (inc VAT) invoiced in advance together with the Rental payable on Rental Vending, and invoiced quarterly in advance for Full Service Vending. If taken, Hirer's liability under clause 9(a)(i) and 9(a)(ii) is limited to the first £50 of any claim.

Key Information

Charges
 You are responsible for and must pay CCE any loss or damage which CCE may incur in respect of: (a) any damage to the Equipment, whatever caused it, except fair wear and tear; (b) the total cost of replacement Equipment of the same type, on a new for old basis, if the Equipment is destroyed, damaged beyond economic repair, lost or stolen; and (c) any injury to a person or damage to property caused by the Equipment or by the Hirer using the Equipment (clause 9). You may also be required to pay CCE's costs of maintaining, repairing and moving the Equipment.

On termination: (i) Any arrears of rent, (ii) the costs incurred by CCE in taking the Equipment away, and (iii) if the Minimum Hire Period has not ended, the Early Termination Charge being either £60.00 per month or part month remaining of the Minimum Hire Period where the Equipment is zero rental (rent free), or the balance of rental payments due up to the end of the Minimum Hire Period where the Equipment is Rental (bears a rental charge).

MISSING PAYMENTS
 Missing payments could have severe consequences and may make obtaining credit more difficult.

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights. You can end this agreement by writing to the person you make your payments to and giving at least one month's notice. In order to do this the agreement must have been allowed to run for at least 18 months though this may include the period of notice. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

YOUR RIGHT TO CANCEL
 Once you have signed this agreement, you will have for a short time a right to cancel it. We will send you details of how to cancel it

1. Definitions

In this agreement these words have the following meanings:

'CCE Products' are soft drink products made or distributed by CCE in Great Britain.
'Equipment' is the CCE equipment set out in this agreement or in a list attached to it which CCE installs in its place or is hired to the Hirer after the date of this agreement.
'Early Termination Charge' is a liquidated damages charge of either (i) £60.00 plus VAT per month or part month remaining of the Minimum Hire Period in respect of each unit of Equipment other than Rental Equipment; or (ii) the balance of Rental payments which would have fallen due up to the end of the Minimum Hire Period in respect of each unit of Rental Equipment.
'Outlet' is the premises at the outlet address set out in this agreement or in a list attached to it.

2. Term

Unless terminated earlier in accordance with these terms and conditions, this agreement shall run for the Minimum Hire Period and shall continue thereafter on a monthly basis until terminated in accordance with clause 11 or 12.

3. Equipment Hire

(a) CCE excludes all warranties and representations express or implied in relation to the Equipment (other than any which by law are incapable of exclusion) including as to the state, quality, description, or fitness for purpose of the Equipment.
(b) At any time CCE may make modifications to the Equipment installed in an Outlet and may exchange it for a different model.
(c) CCE shall maintain records of the Equipment hired to the Hirer which the Hirer agrees shall be conclusive.
(d) CCE may, at its option, attach to or incorporate mechanisms in the Equipment which enable CCE to read data from the Equipment. CCE has the exclusive right to read and use any information which these mechanisms may record.
(e) For Full Service Vending only, at CCE's sole discretion and where minimum volume throughput requirements are met, CCE may agree to pay the Hirer a royalty payment calculated as a percentage of the aggregate amount of valid UK coinage collected by CCE from the relevant Equipment in each CCE quarter period less the value of the VAT attributable to such amount. The applicable royalty percentage is set out in the Equipment section of this agreement. Any royalty payments due shall be paid to the Hirer in arrears within eight weeks of the end of the relevant CCE quarter period.
(f) Nothing in this agreement prevents the Hirer from installing any other vending, dispensed, chilling or other merchandising equipment in its outlets.

4. Equipment Ownership

CCE is the owner of the Equipment and any modifications made to the Equipment. The Hirer must not sell, lease, charge, dispose of or part with possession of the Equipment.

5. Installation of the Equipment

(a) CCE will agree with the Hirer where within an Outlet that the Equipment will be installed. CCE may use an agent to deliver and install the Equipment.
(b) The Hirer must ensure that there is adequate access to and sufficient clear space in the intended location for the Equipment, that it is suitable for the Equipment in accordance with CCE's requirements, and that a properly earthed electricity socket with a current rating suitable for the Equipment and complying with all relevant legislation (including a means of mains isolation) is available within 2 metres of the intended location of the Equipment (although not located directly behind where the Equipment will be situated) and which can be easily reached. Where the Equipment is Dispensed Equipment the Hirer is additionally responsible for the provision of a water stopcock plus connection fittings within 2.5 metres of the Equipment's location and ensuring that mains drinking water which complies with all appropriate legislation is available to be supplied to the Equipment. If planning permission is required the Hirer must obtain such planning permission at its cost.
(c) To the extent permitted by law, CCE does not accept any liability for any loss or damage resulting from the performance of the installation work carried out by its employees or agents.

6. Product sold from the Equipment

(a) Only CCE Products may be sold from the Equipment other than in the circumstances set out in clauses 6(b) and 6(c).
(b) The Hirer must allocate 80% of the linear space within a Rental Cooler to CCE Products. The remaining 20% of the space from the lower section of a Rental Cooler is available for soft drinks of the Customer's choosing.
(c) Where the Equipment installed in an Outlet is a Zero Rental Cooler from which consumers can help themselves, and provided that there is no other chilled space in the Outlet suitable for carbonated soft drinks from which consumers can help themselves, then the Hirer may stock up to 20% of the lower section of one Zero Rental Cooler with any soft drinks of the Hirer's choosing. In all other circumstances the Hirer must stock the Zero Rental Cooler exclusively (i.e. 100% of the available space within the Cooler) with CCE Products.
(d) The Cooler Equipment is designed to store and chill only soft drink products and is not suitable for dairy, food and other non-soft drink products.
(e) CCE is not required to supply the Hirer directly with CCE Products. The Hirer is not required to obtain CCE Products only from CCE. CCE may set the vending sale price of CCE Products sold from Full Service Vending Equipment at whatever level it determines. The Hirer may set the retail prices for CCE Products it sells at whatever level it determines.
(f) Nothing in this agreement prevents the Hirer stocking soft drink products other than CCE Products in the Outlets.

7. Hirer's responsibilities post installation

(a) The Hirer must keep the Equipment safe, secure and well looked after at all times. The Hirer must not move or otherwise interfere with the Equipment, in particular not to interfere with the Equipment's electrical or internal cooling systems, to block external cooling vents or do anything which might make the Equipment unsafe. The Hirer must not place or attach anything on the top, inside or outside of the Equipment (including advertising or food and beverage holders) unless CCE gives written permission to do this. The Hirer must not change the position of, or remove, any shelves in the Cooler Equipment. The Hirer must not remove any sign or label fixed to the Equipment indicating that CCE owns it. The Hirer must not remove, cover or deface any branding on the Equipment. The Hirer may only carry out tests to the Equipment (including external electrical tests) with CCE's prior written agreement.
(b) The Hirer must ensure that electricity is constantly supplied to the Equipment and that the Equipment is always switched on. The Hirer is responsible for the cost of the electricity used by the Equipment. The Hirer must not obstruct the electrical sockets after the Equipment has been installed. The Equipment must be in use for the sale of CCE Products whenever the Outlets are open for business. The Hirer is not permitted to fit 'plug-in' energy saving devices or electricity supply timers to the Equipment.
(c) The Hirer must supply drinking water to Dispensed Equipment. In the event of any contamination of the water supply, the Hirer must inform CCE and immediately cease to dispense through the Equipment and must not recommence dispensing until CCE authorises the Hirer to do so. In addition the Hirer is responsible for the procurement, purchase and connection of food grade (not industrial) carbon dioxide gas to the Equipment. The Hirer is responsible for the day to day testing, cleaning and operation of Dispensed Equipment in accordance with CCE's instructions.
(d) The Hirer is required to comply with all relevant legislation and regulations relating to food safety, hygiene and health and safety which affect the Equipment and how the Hirer uses it. The Hirer must keep the Equipment clean and ensure the vicinity around the Equipment is maintained in a clean and hygienic manner. The Hirer must remove condensation water from the Cooler Equipment. CCE will from time to time provide instructions dealing with these matters and the Hirer must comply with these.
(e) The Hirer must inform CCE as soon as possible about any malfunction of or damage to the Equipment. CCE may charge the Hirer for the cost of maintaining, repairing or moving Equipment. CCE will tell the Hirer about these charges before CCE does the work involved.
(f) The Hirer must allow CCE and its agents entry into the Outlets to check that the Hirer is complying with its obligations in this agreement, to maintain, repair and remove the Equipment, and to obtain information about the condition of the Equipment and its use.

(g) The Hirer must give CCE at least 28 days written notice before any closure, leaving or sale of any Outlet in which Equipment is installed. Unless an alternative suitable site for the relevant Equipment is agreed, the Hirer will be deemed to have terminated this agreement and clause 11(a) will be applied.

(h) If the Hirer sells, transfers or gives away the Equipment, CCE will treat the Equipment as lost and clause 9(a)(ii) will be applied.

(i) The Hirer must inform CCE immediately in writing about anything which might affect CCE's rights to the Equipment.

8. The costs payable by the Hirer to CCE

(a) CCE will send the Hirer a written notice, from time to time, setting out the amount of the Rental charges and other charges or costs incurred by the Hirer and how and when they must be paid and the Hirer agrees to comply with this.
(b) Rental charges are made up of a net hire charge plus VAT at the rate current at the date of the agreement. If there is any change in the rate of VAT, CCE will calculate the VAT part of the Rental charge at the new rate, alter the Rental charge to reflect this change and advise the Hirer in writing of the new Rental charge payable.
(c) CCE shall give the Hirer at least 1 month's written notice of an increase in Rental.

9. Indemnity

(a) Other than in relation to damage, loss or injury caused by any deliberate act, omission, or negligence of CCE or any of CCE's employees or agents, or liability which CCE may have to the Hirer to the extent CCE cannot exclude or limit it by law, the Hirer is responsible for and shall indemnify CCE for all costs, claims and demands (including from a third party) in respect of:
(i) damage to the Equipment, howsoever caused (other than due to fair wear and tear);
(ii) destruction, damage beyond economic repair, loss or theft of the Equipment in which case the Hirer shall reimburse CCE for the cost of the Equipment on a new for old basis; and
(iii) any injuries to any person and damage to property caused by the Equipment.
(b) The Hirer must, unless CCE agrees otherwise, insure the Equipment in respect of the Hirer's liability under clause 9(a) and provide CCE on request with written evidence that such insurance cover is in effect.

10. CCE's Obligations

(a) Subject to the provisions of clause 9, CCE or its agent will maintain the Equipment and repair any Equipment which malfunctions (or replace it if CCE decides to do so) provided that the Hirer (i) informs CCE about any operational issues with the Equipment, and (ii) pays CCE the cost of repair if the Hirer is liable for this under clause 9.
(b) CCE will not be liable to the Hirer for any losses sustained during any period of unavailability of CCE Products or because the Hirer cannot use the Equipment at any time.

11. Termination – Hirer's Right to Terminate

(a) The Hirer may terminate the hire of any Equipment, or of this agreement in its entirety by (i) giving CCE one month's written notice, (ii) making the Equipment available to CCE for collection, and (iii) paying CCE its costs for removing the Equipment and any other amounts due under this agreement. If the termination is within the Minimum Hire Period then the Early Termination Charge shall be applied.
(b) If CCE increases the Rental charges for Equipment during the Minimum Hire Period other than solely to reflect any change in applicable VAT, the hire of the Equipment may be terminated by the Hirer giving CCE one month's written notice within one month of CCE's notification to the Hirer of the increased Rental charges and in such circumstance the Early Termination Charge shall not be applied in relation to the affected Equipment.

12. Termination – CCE's Right to Terminate

(a) CCE may terminate the hire of any Equipment, or of this agreement in its entirety, as follows:
(i) by serving one month's written notice on the Hirer at any time;
(ii) immediately where the Hirer is in breach of any of the terms of the agreement and fails to remedy the breach within 14 days of CCE requiring the Hirer to do so;
(iii) immediately where the Hirer is in breach of clause 6(a) or if Equipment is vandalised or otherwise requires significant repair more than once in any 12 month period; or
(iv) immediately if the Hirer ceases or threatens to cease to carry on business, closes, leaves or sells the Outlet where Equipment is sited, goes into compulsory or voluntary liquidation, makes an arrangement with its creditors and/or becomes unable to pay any of its creditors and/or debts (within the meaning of section 123 of the Insolvency Act 1986), and/or the appointment is made of an administrator, administrative receiver, receiver, receiver and manager, interim receiver, custodian, or similar officer in respect of the whole or any part of its assets, or CCE reasonably believes that any of these events is about to occur.

13. Payments on Termination

On termination of the hire of any Equipment, or of this agreement in its entirety, the Hirer shall pay to CCE (i) any arrears of Rental due, (ii) CCE's costs of collecting the Equipment, (iii) the Early Termination Charge if the termination takes effect within the Minimum Hire Period and (iv) any other amounts due to CCE under this agreement.

14. Post Termination Process

After the termination of the hire of any Equipment, or of this agreement in its entirety, until the Equipment is collected by CCE the Hirer will be responsible for it and must ensure that it is not moved or interfered with and is well looked after. The Hirer will be responsible if any Equipment is lost, damaged or destroyed before CCE or its agent collects it. The Hirer must make the Equipment available for CCE or its agent to collect. CCE or its agent may enter the Outlet and take possession of the Equipment at any time after termination. The Hirer shall only release the Equipment to CCE or to CCE's authorised agents. The Hirer is responsible for the removal of cash and contents from Rental Vending Equipment prior to collection.

15. Limited Companies and Large Partnerships

(a) The Consumer Credit Act 1974 does not apply if the Hirer is a limited company or a partnership with four or more partners. Limited companies and partnerships with four or more partners are not entitled to benefit from the protections given by the Consumer Credit Act 1974, including in particular those set out in this agreement under the headings "IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS" and "YOUR RIGHT TO CANCEL".

16. General Terms

(a) The Hirer authorises CCE to search the files of any credit reference agency to determine the Hirer's suitability to hire Equipment.
(b) If the Hirer is a partnership:
(i) any action by one partner will bind all other partners;
(ii) the partners will bear joint and several liability; and
(iii) a notice served on one of the partners will be deemed served on all the partners.
(c) CCE may take action against the Hirer if the Hirer breaches this agreement even if CCE has not taken any action against the Hirer in the past when the Hirer has breached this agreement.
(d) If any part of this agreement is or becomes illegal, invalid or unenforceable, this will not affect any other part of this agreement.
(e) If the Hirer or CCE wants to serve a notice under this agreement on the other, the notice must either be sent by first class post or left at the address of the receiving party given in this agreement. If a notice is sent by first class post, it will be treated as being served 24 hours after it was posted.
(f) The Hirer may not assign this agreement without the prior written consent of CCE.
(g) This agreement may not be varied except in writing and signed by duly authorised representatives of both parties.
(h) All references to the Hirer shall include the Hirer's personal representatives, successors, permitted assigns, licensees or trustees.
(i) This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings or discussions between the parties.
(j) English law applies to this agreement and it is subject to the jurisdiction of the English courts.

Hire Agreement Regulated by the Consumer Credit Act 1974

The Owner: Coca-Cola Enterprises Limited of Enterprises House, Bakers Road, Uxbridge, Middlesex UB8 1EZ ("CCE")

Hirer(s): ("Hirer")

Name			
Address		Postcode	

Description of Equipment	Key Financial Information		
Rental Cooler	[]	Zero Rental Cooler	[]
Dispensed	[]	Fanta Frozen	[]
Equipment Type / Description		Rental Vending	[]
		Full Service Vending	[]

Minimum Hire Period: 18 months from the date of this agreement.

Rental: For Rental Coolers and Rental Vending only, consecutive monthly/quarterly/annual Rental payments of £ [] (inc VAT) payable by direct debit collected by CCE on the 24th day of the month. CCE may increase the Rental on giving the Hirer at least 1 month's written notice of the increase.

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The Act also gives you a number of rights. You can end this agreement by writing to the person you make your payments to and giving at least one month's notice. In order to do this the agreement must have been allowed to run for at least 18 months though this may include the period of notice. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end.

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YOUR RIGHT TO CANCEL
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This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms. Signature(s) of Hirer(s) Under this agreement the goods do not become your property and you must not sell them.	SIGNED on behalf of Coca-Cola Enterprises Limited Date....., which is the date of this agreement.
Print signatory's name	Print signatory's name
Authority to sign for the Hirer	Job title

This agreement is between Coca-Cola Enterprises Limited of Enterprises House, Bakers Road, Uxbridge, Middlesex UB8 1EZ (Company No 27173) and the Hirer whose name and address is set out above, for the hire to the Hirer of the Equipment on the terms and conditions set out on this page and overleaf which together constitute this agreement. Subject to the Hirer passing a required credit check, this agreement becomes binding once it has been signed by both CCE and the Hirer. Limited companies and partnerships with four or more partners are not entitled to benefit under this agreement from the protections given by the Consumer Credit Act 1974.

If Master Contract: List of Equipment and Outlets attached

Outlet Name:	Change of proprietor	
Outlet Name:	Name of previous proprietor	
	Postcode	Contact phone number of proprietor
Hirer signatory date of birth	Hirer signatory form of I.D. produced	
Hirer's Bank A/C Name	Hirer's Bank A/C Name	