

TERMS AND CONDITIONS: BEVERAGE GENIUS SUBSCRIPTION PLAN

These terms and conditions (T&C's) govern your agreement with Beverage Genius for a Beverage Genius subscription plan. By choosing to purchase a Beverage Genius subscription plan you accept these supplementary Terms and Conditions. These supplementary Terms and Conditions apply in addition to the General Conditions of Sale, which can be accessed here: www.beveragegenius.co.uk/subscriptions/uk/legal. Definition of plans

Beverage Genius has three types of subscription plans.

- HouseBlast Subscription Plan (£150 plus vat per calendar month)
- DivineBlast Subscription Plan (£199 plus vat per calendar month)
- BigBlast Subscription Plan (£225 plus vat per calendar month)

GENERAL TERMS AND CONDITIONS FOR ALL BEVERAGE GENIUS SUBSCRIPTION PLANS (A)

A1. Who can subscribe?

Customers must be at least 18 years old and reside in the UK. There is a limit of one Beverage Genius Machine Subscription Plan and one Beverage Genius Coffee Subscription Plan per Beverage Genius Member.

A2. How do the payments work?

Your Beverage Genius subscription plan has a fixed cost which will be charged to you through a monthly fee. This monthly fee is fixed, but there may be additional charges applied depending on the subscription plan you select and any additional invoice charged to your account

All charges must be paid via an always-active Direct Debit.

If you already have Beverage Genius credit on your account, this cannot be used to purchase a new Subscription product.

A3. Do I have to be a Beverage Genius Member to purchase a subscription plan?

If you are not already a Beverage Genius Member, you will need to register via Beveragegenius.co.uk/subscription.

A4. Definition of Beverage Genius Credit

Each month, you will receive a fixed amount of Beverage Genius Credit that you can use to purchase Beverage Genius syrup, cups, straws, lids on beveragegenius.co.uk/subscription. Beverage Genius Credit is non-refundable and non-transferable and may not be exchanged for a cash equivalent. You can check your current balance of beverage Genius Credit by logging into your account on beveragegenius.co.uk/subscription.

A5. What happens if I don't have enough Beverage Genius Credit to meet the minimum order size for syrups or consumable orders?

We understand that your monthly subscription plan may not always provide enough Beverage Genius Credit to meet the minimum order requirements for delivered orders placed via [Beveragegenius.co.uk/subscription](https://beveragegenius.co.uk/subscription), so you will be able to use your Beverage Genius Credit, any additional spend that isn't covered by your account will be invoiced and this can be paid via the Direct Debit or by credit card before the due date. This way you can still enjoy the benefits of your subscription plan and your Beverage Genius Atomic Ice syrup and consumables.

- Accumulate your Beverage Genius Credit to save for your busy times and if you trade seasonally this will be an added advantage.

A6. Breakdowns, servicing and repairs, costs

During the subscription period Beverage Genius will be responsible for repairs and servicing of the equipment and when you contact us to report any problems we will arrange the required support including visiting your location, Beverage Genius will not be responsible for loss or damaged to the equipment or damage or losses at its location whilst in your care, you should be aware that the Equipment supplied to you is on Loan and whilst in your care is your responsibility, the value of the equipment is £1800+vat and, if not made available to us on demand, will be charged at this full value to you, it should be added to any insurance policy you have. If you decide not to cover this machine/equipment via your business insurance you agree to bear any costs in its loss.

If you experience any difficulties in operating the machine/equipment you must contact Beverage Genius only for support, you must not allow any third party to service or repair the equipment, this action would be considered a serious breach, and the subscription would be subject to terms under the cancellation penalties.

A7. Failed payments

If you fail to pay the monthly fee, Beverage Genius's automated system will reattempt again until successful for three consecutive days. Beverage Genius will freeze access to your Beverage Genius account and if the situation isn't rectified within 7 days of the payment failure, then the Equipment and remaining stocks will be removed from your location and you will be charged for any removal costs, and subsequent repair costs.

You must keep your Direct Debit live and operational for your Beverage Genius subscription plan to be valid, cancellation of the Direct Debit will be treated as "Failure to Pay" and as such the equipment and remaining stocks will be subject to removal.

Please note.

OWNERSHIP OF ALL BEVERAGE GENIUS MACHINE/EQUIPMENT AND/OR SUPPLIED STOCKS THAT ARE UNPAID REMAIN THE PROPERTY OF BEVERAGE GENIUS

A8. Security checks

We reserve the right to validate name, address and other personal information supplied by you during the order process against appropriate third-party databases.

We also reserve the right to perform a credit check. By accepting these supplementary Terms and Conditions you consent to such checks being made. In performing these checks, personal data provided by you may be disclosed to a registered Credit Reference Agency (CRA) who may keep a record of that information.

A9. Terminating your subscription

If you wish to terminate your subscription, you must do so by giving us a minimum of 30 days written notice via email to subscription@beveragegenius.co.uk during which time your Direct Debit must remain live to allow any due charges for the subscription and or products to be made. You will not be entitled to a refund for any monthly fees already paid at the date of termination. If you decide to cancel your subscription, this does not affect your statutory rights.

A10. After the termination

After the termination of your subscription, any remaining Beverage Genius Credit will be considered charged in lieu of rental for the equipment supplied to you and there will be no cash equivalent to be refunded on early termination.

A11. Terms of use

Beverage Genius reserves the right to change the subscription Terms and Conditions at any time and at our sole discretion. Should that be the case, we will provide adequate notification to subscribers affected by any such change.

BEVERAGE GENIUS SUBSCRIPTION PLAN TERMS AND CONDITIONS (B)

B1. How much is it?

The amount you pay will vary depending on the subscription plan you select and will be fixed monthly.

Atomic Ice Syrups will be charged at the Beverage Genius Subscription rates, each subscription rate for Atomic Ice syrup will vary depending on the subscription program you decide best suits your business, the cost per cup as follows:

- HouseBlast Subscription cost per cup = 33p
- DivineBlast Subscription cost per cup = 29p
- BigBlast Subscription cost per cup = 25p

B2. When are payments due?

The first monthly fee is due at the time you sign up to the Beverage Genius subscription plan.

The monthly fee is to be paid by Direct Debit. The subsequent monthly fees will be payable every month on the same day of the month as when your subscription was activated.

B3. What's included in the Beverage Genius subscription plan?

You will receive monthly credit equal to the fee you pay. In return for the monthly fee, you can regularly select Beverage Genius products at beveragegenius.co.uk/subscription, which you can

purchase using your Beverage Genius Credit as described below. A minimum order of £75 is required for delivered orders placed via [Beveragegenius.co.uk/subscription](https://beveragegenius.co.uk/subscription).

B4. Beverage Genius Credit

You will receive monthly credit equal to the fee you pay. All the Beverage Genius Credit you are eligible for will be added to the Beverage Genius Account that is linked to your Beverage Genius Subscription each month within 7 days of receipt of the monthly fee in cleared funds.

5. How long does the Beverage Genius subscription plan last?

The Beverage Genius subscription plan will run for 24 months from the start of the plan. All payments made each month for the subscription whilst they are credited to your account and available to you to spend on Subscription products will be considered rental charges if you cancel before the contract end date 24 months from your first payment, It can be terminated giving a minimum of 30 days' notice in writing by emailing us at subscription@beveragegenius.co.uk.

BEVERAGE GENIUS MACHINE/EQUIPMENT SUBSCRIPTION PLAN TERMS AND CONDITIONS (C)

C1. How much is it?

You will be effectively renting a Beverage Genius machine/equipment for a fixed monthly fee for 24 months and the amount you pay will be fixed depending on which subscription plan you have selected

C2. When are payments due?

The first monthly fee will be payable at the time you sign up to the plan. The monthly fee must be paid by Direct Debit. The subsequent monthly fees will be payable every month on the same day of the month as when your subscription was activated +/- 3 days.

C3. What's included in the Beverage Genius Equipment/machine subscription plan?

You will rent a Beverage Genius machine. Provided you pass our security and credit checks, the Beverage Genius equipment/machine that goes with your plan will be delivered by our team to you, upon receipt of your first monthly fee in cleared funds a date will be agreed for this. In return for the monthly fee included in your plan, you can regularly purchase Beverage Genius products via the Subscription pages by using your Beverage Genius Credit as described below.

An Atomic Ice Twin Bowl Freezer

Installation and Training

Live support via phone or email

Service and repair visits to site when required*

Spare Parts*

*Excludes costs associated with misuse or damage caused by the subscriber or their appointed staff

C4. Beverage Genius Subscription Products Only

All Syrups used within our Beverage Genius equipment/machine must be purchased through your subscription account, these Syrups will be chargeable at the agreed subscription price as outlined in these terms and conditions, specifically those in section B1 above.

You cannot use any Non Beverage Genius Subscription Syrups in our equipment/machine, to do so will be considered as a breach of these terms and will result in the cancellation of the contract.

C5. Beverage Genius Credit

Each month, you will receive a fixed amount of Beverage Genius Credit that you can use to purchase Beverage Genius subscription Products at Beveragegenius.co.uk/subscription. The amount of Beverage Genius Credit you receive is equal to the monthly fee for the subscription plan. All the Beverage Genius Credit you are eligible for will be added to the Beverage Genius account that is linked to your Beverage Genius Account each month within 7 days of receipt of the monthly fee in cleared funds.

C6 How long does the Beverage Genius equipment/machine subscription plan last?

The Beverage Genius machine subscription plan is for the duration of 24 months. It can be terminated by contacting our Customer Relationship Centre on 0333 987 4995 or sending an email confirmation to subscription@beveragegenius.co.uk at any time after the initial 24 months without any penalties for you. See Paragraph 7 below for more details.

C7. Cooling off period

You have the right to change your mind and cancel your plan, without giving any reason, within 14 days of the day your Plan or before installation has been made whichever occurs first (or that of a person nominated by you) being activated (the "Cooling Off Period"). You can contact our

Customer Relationship Centre on 0333 987 4995, or email subscription@beveragegenius.co.uk. If you cancel your Plan during the Cooling Off Period, we will repay to you all payments received from you, excluding delivery & installation charges of £150. We will repay you using the same method of payment as you used to pay us. You must hand over to us, the unused Beverage Genius machine and any products that you have received, or that were in transit at the time you notified us that you were exercising your right to cancel. We will make the repayment without undue delay, and in any event no later than 14 days after we have received the Beverage Genius machine and any products back from you, or, if earlier, 14 days after you provide evidence that you have returned them. If you cancel before you have received the Beverage Genius machine or any products, we will repay you within 14 days of the date you inform us that you are cancelling the Beverage Genius subscription plan. We may withhold repayment until we have received the unused Beverage Genius equipment/machine and any products back from you. If you return your equipment/machine, any Beverage Genius Credit that you received each month for the purchase of a Beverage Genius machine subscription will also stop.

C8. Cancellation Penalties

If you have started a machine subscription as part of your Plan and wish to terminate your Plan before the end of the initial 24 month Term, you may do so by contacting our Customer Relationship Centre on 0333 987 4995 or by emailing subscription@Beveragegenius.co.uk. If you terminate before you have paid all 24 Monthly Fees, you will be required to pay a Termination Fee. The Termination Fee will be the appropriate Termination Fee for your selected Plan (which will be two months of your agreed monthly subscription fee plus VAT). You cannot use any remaining credit on your subscription account to pay the termination fee. You will not be entitled to a refund for any Monthly Fees already paid at the date of termination. This does not affect your statutory right to cancel your Plan or return your unused Beverage Genius machine within 14 days of the Plans activation.

C9. End of the 24-month subscription

Once the 24-month period of your subscription ends you will have three options to make.

- Continue using the equipment and realise a reduction in your subscription costs of 50%, for example, if you are subscribed to the DivineBlast you will be paying £199 +vat pcm, this will reduce to £99.50 +vat pcm and the costs of your Atomic Ice syrup will be

reduced by 50% and continue to enjoy the coverage of our service, repair, and spare part cover.

- Return the equipment to us and any unopened products, the direct debit will be cancelled or, you can choose to restart a new subscription at the new current rates published at the time and after completion and acceptance of the required subscription.
- Buy the equipment/machine for a one-off fixed cost at the same rate of your 24-month direct debit and revert to our standard Atomic Ice price lists, this will however remove all after sales service, repair and parts coverage which will be charged at our standard rates.