

1 Definitions

1.1 "We", "Us" or "Our" means The Copier Company(UK) or subsidiary thereof;
 "You" or "Your" means the customer named on the front of this Agreement;
 "Commencement" means the date on which the Equipment is delivered or in the case of equipment already in Your possession, the date this Agreement is signed by both parties;
 "Connected" refers to Equipment which is linked to a PC, network, or telephone line;
 "Consumables" means toner, drums and developer supplied by Us to You;
 "Cost Per Print", "Equipment", "Installation Address", "Installation Date" and "Regular Charges" are all described on the front of this Agreement;
 "Initial Term" means a period of 60 months from Commencement of this Agreement;
 "Network Peripheral Warranty Charge" means the charge referred to in clause 5.1.2. below;
 "Normal Working Hours" means 9.00 am to 5.00 pm, Monday to Friday, but excluding bank and public holidays;
 "RIP Contract" means an agreement for the support of a RIP interface;
 "Services" mean the Services to be provided by Us as detailed in clause 3 below;
 "Standard Rates" means our standard hourly rates or parts/consumables prices applicable at the time for the services, parts or consumables required;
 "Warranty" means a warranty provided by Us under a The Copier Company(UK) sale agreement.

1.2 If there is more than one item of Equipment listed on the front of this Agreement, this Agreement shall take effect as a separate contract for each item.

2 Commencement and Term of Maintenance Services

The Initial Term of this Agreement is 60 months.

2.1 This document contains the entire Agreement and understanding between You and Us and it shall not be varied by any oral Agreement or representations unless they are in writing and signed by one of Our Service Directors.

2.2 This Agreement becomes binding as soon as You and We have signed it and will continue for a minimum period of 60 months.

3 Our Obligations

During this Agreement We will:

3.1 carry out routine service and maintenance of the Equipment during our Normal Working Hours;

3.2 where the Equipment is under Warranty, make good by repair or exchange (at Our sole option) the Equipment (excluding the RIP) or any mechanical part within the Equipment which in Our reasonable opinion has proved defective during the Warranty period with the exception of parts which require replacement due to fair wear and tear. For the avoidance of doubt there is no warranty for the RIP. provide You with Consumables when You request them and within a reasonable time.

4 Your Obligations

During this Agreement You will:

4.1 make payments in full and on time in accordance with clause 5;

4.2 provide current meter readings for any Equipment when We ask for them. If meter readings are not supplied as requested We are entitled to charge You for prints calculated on the basis of our estimate. We will correct any under-estimate or over-estimate when We next invoice You after You have supplied an actual meter reading;

4.3 in the event that the charges are comprised of the Maintenance Support Charge then You will pay this charge quarterly (as agreed) in advance the first payment to be made on commencement of the Agreement each anniversary thereafter. The Maintenance Support Charge is payable irrespective of whether you have utilised the Equipment or the Services;

4.4 allow Us access to inspect the Equipment whenever We wish to (We will always give You reasonable notice of such an inspection);

4.5 ensure that all Equipment is accessible, remains clean and is Used in accordance with the operator handbook and any manufacturers' recommendations that We may provide to You;

4.6 immediately notify Us of any faults or need for Service and consent to Us removing any Equipment for repairs, if We advise that this is necessary;

4.7 comply with any software licences provided with Equipment;

4.8 ask Us for written consent (this will not be unreasonably withheld) to relocate the Equipment from the Installation Address to other premises. We will relocate the Equipment for You and charge You an agreed sum;

4.9 continue to comply with Your obligations (including Your obligation to make payments) even if the Equipment is lost, damaged or stolen;

4.10 allow Us access to any premises (whether they are Your premises or not) where Consumables are stored if We need to recover them under clause 6.5;

4.11 for Connected Equipment, if any adjustments are required to be made to Your network or p.c.'s, ensure a suitably qualified and authorised IT representative is in attendance with Our engineer. We will not be liable for any loss, damage, cost or expense of any kind resulting from work carried out by our engineers on Your network or p.c.'s;

4.12 appoint at least one member of Your staff to be Your Principal Operator and We will train them in the Use of the Equipment. If You request a service visit, the Principal Operator may initially be contacted via telephone by Our personnel and asked to carry out instructions or routines in an attempt to determine the cause or rectify the fault;

4.13 ensure the paper and media stock used in the machine are within the manufacturer's specification, and are of suitable quality to ensure reliability of the Equipment. Work carried out by Us, caused by the use of out of specification or inferior paper or media stock will be charged at Our Standard Rates.

5 Payments: what You have to pay, when You have to pay

5.1 We will invoice You for the following:

5.1.1 Parts (where there is no warranty in force or the warranty has expired), postage and packaging charges for deliveries and training;

5.1.2 Where the Equipment is Connected, We will invoice a Network Peripheral Warranty Charge of £75.00 per quarter after the 12 month warranty period has expired. This will provide an extended warranty for the network peripherals, being printer controller, network interface card, scanner controller and fax card. If You do not wish to take this extended warranty, then You will be charged on a time and materials basis at our Standard Rates for the failure of network peripherals;

5.1.3 Where there is a Connected RIP on a colour machine or plan printer a separate charge is specified on the front of this Agreement. This charge is instead of the charge detailed in clause 5.1.2. If there is no RIP Contract in force, maintenance of the RIP will not be covered under any other terms of this Agreement, and any labour charges or replacement parts required to repair the RIP will be chargeable at our Standard Rates from the Installation Date;

5.1.4 Toner unless specified as "toner inclusive" on the front of this Agreement;

5.1.5 Excess toner where Equipment is specified as being "toner inclusive". Where the agreement is "toner inclusive" the Cost Per Print includes the supply of toner necessary to produce prints on the Equipment to yield an overall average image coverage of 5% on black & white prints and 20% on colour prints. We reserve the right to charge for toner used in excess of this amount;

5.1.6 Work required by You due to events outside of Our control, a non exhaustive list of which includes accident, disaster or burglary; work required outside of Normal Working Hours; work required due to faults or damage to the Equipment caused by misuse or negligence or anything other than fair wear and tear; work required due to damage to the Equipment, its external panels and fittings;

5.1.7 Repairs or maintenance to any other Equipment linked to the Equipment, at the rate of £150 per hour;

5.1.8 Work required when a problem is due to errors caused by software not supplied by Us, or when Service is required due to changes or upgrades to the network operating system, application software, or as a result of any other errors, viruses or similar events at £150 per hour;

5.1.9 Service when it is required directly or indirectly due to any movement or relocation of the Equipment other than by our employees;

5.1.10 We will invoice you a minimum service charge of £60 per month where the use of each piece of equipment yields' income is less than £60 or at Our option if we reasonably form the opinion that the Services can no longer be provided economically by Us. We reserve the right to terminate this Agreement with immediate effect by providing You with written notice and refunding to You on a pro rata basis any monies paid by You and for which Services will not be provided.

5.1.11 All print output materials a non-exhaustive list of which includes staples, ink, masters, paper, card, transparencies, labels, etc.

5.2 You must pay Us within 30 days of the date of our invoices. If You do not pay Us on time, We will exercise Our statutory right to claim interest and compensation for debt recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and shall be entitled to cease to perform Our obligations under this Agreement without prejudice to Our existing rights.

5.3 Any time after the first 12 months of this agreement and after that at not less than yearly intervals We are entitled to increase the Cost Per Print, but if any such increase (excluding those relating to clauses 5.4, 5.5 and 6.4) is more than 15% you may terminate this Agreement by giving Us notice in writing within seven days of You receiving our invoices showing the increase. Termination shall take effect on the day that we receive your notice.

5.4 We may increase our Cost Per Print, Regular Charges and Standard Rates at any time if the cost of our raw materials increase due to factors beyond our control.

5.5 The Cost Per Print is based on a single sided A4 print. Double sided A4 and prints that are larger than A4 are charged as two prints.

5.6 Value Added Tax is chargeable at the current rate in addition to the charges set out on the front of this Agreement, or the charges detailed within the terms of this Agreement.

5.7 Where this Agreement is parts inclusive as specified in the Additional provision overleaf, this will be for the period of 3 years from the installation date of the equipment. Thereafter parts will be charged at our standard rate

6 Termination and Suspension

6.1 This Agreement can be terminated by You 60 months after the Installation Date or on any subsequent anniversary of that date if You have given at least 90 days prior notice in writing to Us.

6.2 We may terminate this Agreement at any time and recover all sums due from You if You:

6.2.1 do not make payments on time, or do not carry out Your obligations under this Agreement; or

6.2.2 are unable to pay Your debts, become bankrupt, insolvent, or have a receiver, or administrative receiver appointed over any of Your assets; or:

6.2.3 have maintenance, repairs or Consumables carried out on or supplied in connection with the Equipment by anyone not authorised by Us.

6.3 If You fail to make any payments due to Us (whether under this Agreement or any other Agreement between You and Us) We shall no longer have to carry out any of Our obligations under this Agreement or any other Agreement between You and Us until You have paid Us the outstanding sums in full.

6.4 If You consistently exceed the manufacturers recommended monthly volumes for the Equipment, We may at Our option either give You notice to terminate the Agreement or increase the Cost Per Print payable by You to a sum which We reasonably consider reflects Your actual Use of the Equipment, and our extra costs in maintaining the Equipment.

6.5 Unpaid for or unused Consumables remain our property. You must keep them in a safe place and available for Us to collect at all times. All unused consumables must be returned to Us when this Agreement ends. For the avoidance of doubt this includes unused Consumables contained within the Equipment.

6.6 You may not withhold payment of any invoice or other amount due to Us, even if You allege You have a claim against Us or a right of set off.

7 Remedies - agreed compensation if You terminate this Agreement

7.1 If You terminate this Agreement other than in accordance with clause 6.1, You will pay Us agreed compensation calculated as follows:

7.1.1 Where the number of prints Used on average over the period since the Installation Date does not exceed the amount of prints included within the quarterly charges, compensation will be the quarterly charges current at the time of termination multiplied by the number of quarters remaining under clause 6.1, less a 35% discount.

7.1.2 Where the number of prints Used on average over the period since the Installation Date exceeds the amount of prints included within the quarterly charges, compensation will be the actual average number of prints Used per quarter multiplied by the current Cost Per Print, then multiplied by the number of quarters remaining under clause 6.1, less a 35% discount.

7.1.3 If no quarterly charge is applicable, compensation will be the average number of prints Used per quarter since the Installation Date multiplied by the number of quarters remaining under clause 6.1, less a 35% discount.

7.1.4 Where the Equipment is Connected, further compensation will be payable equal to 50% of the Network Peripheral Warranty charge or RIP contract charge multiplied by the number of quarters remaining under clause 6.1 in addition to the amount payable under clause 7.1.1, 7.1.2 or 7.1.3.

7.1.5 You agree that 65% of the costs is a fair and accurate assessment of our loss as it represents the gross sum You would otherwise pay to Us less 30% which represents our operating costs and less a further 5% being a discount to You because we will receive payment sooner than we would have done if the Agreement had not been terminated.

8 Joint and several liability

Where you consist of two or more parties, Your liability under this Agreement will be joint and several (which means that all parties will be fully liable to make payments and comply with any other obligation under this Agreement).

9 Exclusion of our liability and Your indemnity to Us

9.1 The following sets out Our entire financial liability to You in respect of a breach of this Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

9.2 Nothing in this Agreement excludes or limits Our liability for death or personal injury caused by Our negligence or the negligence of Our employees or for fraudulent misrepresentation.

9.3 We are not liable for any loss or expense including loss of profit resulting from delay in providing any Services relating to the Equipment, print output materials or Consumables.

9.4 We shall not be liable to You for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill, or otherwise), costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with this Agreement.

9.5 In all other cases not falling within clauses 9.2, 9.3 and 9.4, Our total liability (whether in contract tort, negligence or otherwise) under this Agreement will not exceed the amount paid by You in respect of the Services in the preceding 60 months provided that such amounts shall not exceed the sums recoverable under any relevant policies of insurance which We may have in force at the time the claim arises.

9.6 We cannot accept responsibility for claims for damages by third party hardware or software suppliers in respect of infringements by You of any software Agreement associated with the hardware or software provided under this Agreement. If such claims are made against Us You agree to indemnify Us in full in respect of any such claim.

10 Use of Personal Data

You agree that:

10.1 We may hold and process on computer or otherwise, personal information that We have obtained about You in connection with this Agreement.

10.2 We may transfer information about You to third parties including our financiers, in order for them to provide their services to Us and to help them (a) obtain credit reference insurance (b) undertake credit control (c) undertake assessment and analysis (including credit reference agency searches) (d) securitise debts (e) protect their interests.

10.3 Our financiers may transfer information about You or Your indebtedness to third parties for the purposes set out in clause 10.2 above.

10.4 We will inform You if any significant decisions are made solely using an automated decision making process, such as credit scoring and You may request that the decision is reviewed.

10.5 You may request details of any financiers to whom We have transferred information about You and We will supply contact details from where You can obtain details of any credit reference agencies used by them or third parties to whom the information is transferred.

10.6 We may use the information about You to send marketing material about goods and services that We may offer and those offered by third parties which We believe may be of interest to You. If You do not wish to receive such information, please write to Us at The Copier Co.(UK), Park House, Wilmington Street, Leeds LS7 2BP.

11 Force Majeure

Neither party will be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of contract and the time for performance of the affected obligation will be extended by such period as is reasonable.

12 General

12.1 Notices under this Agreement must be in writing and sent by first class post or delivered personally to the others last known address. A notice sent by post will be deemed to have been received 2 days after posting and a notice delivered personally at the time of delivery.

12.2 You are not entitled to assign this Agreement or any part of it without the prior written consent of Us. We may assign this Agreement if we wish.

12.3 This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties in relation to the subject matter of this Agreement and supersedes any prior representation, understanding or arrangement given or made by the parties whether orally or in writing, provided that nothing in this clause shall exclude liability for fraudulent misrepresentation.

12.4 If any provision of this Agreement shall be found by any court of administration body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

12.5 Failure or delay by Us in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under this Agreement.

12.6 This Agreement is governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.



Full Service Maintenance Agreement

Toner Inclusive

FREEPHONE 0800 1 32400

Colour Copiers / Digital Copiers / Printing Systems



Services Agreement

Company ("We")

The Copier Company, Park House, Wilmington Street, Leeds LS7 2BP

1 Customer details

Company name _____
 Trading name if different _____
 Address _____ Phone _____

 _____ Customer order / reference number _____
 _____ VAT number _____
 Postcode _____ e-mail _____

2 Outgoing Equipment

Please tick the relevant box
 Yes No Product type _____
 Serial number _____
 Meter reading(s) _____
 Are you leasing or renting the returned equipment? Yes No Yes No
 If yes, you agree to settle any outstanding monies owing on any agreement you may have for this equipment.

3 Maintenance Charges

Serial number	_____	_____	_____
Meter reading(s)	_____	_____	_____
Colour	_____	_____	_____
Black/White	_____	_____	_____

Quarterly Billing
 Equipment description _____
 Quantity _____
 Service Plan _____

Black & White
 Fixed charge per item of Equipment payable in advance _____ £ _____ £ _____ £ _____
 Copies/prints included in this charge _____
 Charge for each further copy / print _____ p _____ p _____ p

Colour
 Fixed charge per item of Equipment payable in advance _____ £ _____ £ _____ £ _____
 Copies/prints included in this charge _____
 Charge for each further copy / print _____ p _____ p _____ p

Paper inclusive copy cost
 Fixed charge per item of Equipment payable in advance _____ p _____ p _____ p
 Sheets included in this charge _____ p _____ p _____ p
 Charge for each sheet not included in fixed charge _____ p _____ p _____ p

We will add VAT to these charges

For definitions please see overleaf

4 Licensed Software

Licensed Software support charges that you agree to pay under the terms shown on this form

Support Licensed Software _____
 Basic quarterly charge for the Licensed Software _____
 Support Licensed Software _____
 Basic quarterly charge for the Licensed Software _____
 You agree to pay the basic quarterly charge for the Licensed Software in advance.
 We will add VAT to these charges. We may change the charge under terms M5 shown overleaf

DATA PROTECTION ACT

You have the right to know how we will use your personal information. It is important that you should read the 'use of your information under the Data Protection Act' notice before you sign.

You will be liable for charges detailed in sections 3, 4, 5 and 6. Please strike through any sections not applicable prior to signature.

5 Signature

<p>Signed on behalf of the Customer Signature _____ Name in capitals _____ Title _____ Date _____ / ____ / ____</p>	<p>Signed on behalf of the The Copier Company Signature _____ Name in capitals _____ Title _____ Date _____ / ____ / ____</p>
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Salesperson _____

6 Details

Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole of this form using a ball-point pen and send to the The Copier Company
 Park House, Wilmington Street, Leeds LS7 2BP

Name of Account Holder _____ Reference number office use only _____

Bank account number _____

Originator's identification number
2 4 9 6 8 6

Bank Sort Code _____

Name and full postal address of your Bank or Building Society

Instruction to your Bank or Building Society
 Please pay **The Copier Company Direct Debits** for the account detailed in this instruction, subject to the safeguards assured by the **Direct Debit Guarantee**. I understand that this instruction may remain with **The Copier Company** and if so, details will be passed electronically to my **Bank/Building Society**.

To the Manager of _____
 Bank or Building Society _____

Address _____

Signature _____

Postcode _____

Date: ____ / ____ / ____

Banks and Building Societies may not accept Direct Debit instructions for some types of account

This guarantee should be detached and retained by the payer.

Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank and Building Society
- If an error is made by The Copier Company or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.
- If the amounts to be paid or the payment dates changes. The Copier Company will notify you ten working days in advance of your account being debited or as otherwise agreed