

Printerfleet

From OFFICE AUTOMATION
LANE END, TONG ROAD, NEW FARNLEY, LEEDS, LS12 5HG
TELE: 0113 2575656 – EMAIL: enq@Printerfleet.co.uk

Managed Print Service Sales, Supplies and Service Agreement

Customer/ ("You &Your")

Salesperson:

Installation Address: (Separate schedule if more than one site)

Contact:

Tele No:

Email:

Invoice Address (If different)

Agreement No:

Supply & Service Sales only Service only

Equipment to be supplied.	Outright Purchased <input type="checkbox"/>	Hired <input type="checkbox"/>
Goods Description:	Qty:	Price £ (+ VAT)
1.....
2.....
3.....
(If more space is required please supply separate schedule of goods.) Total:£..... (+VAT)		
Hire Details:	Hire Company:.....	Hire Period:.....: Quarters
Upgrade/Settlement £:.....	Hire Company to which this figure relates:.....	
Existing Hire Agreement Number:.....	New Rental Amount:.....(+VAT)	
Signed by an "Authorised Signatory" on behalf of the customer Understanding the Full terms of this " Agreement".		
NAME:.....	SIGNATURE:.....	
POSITION:.....	DATE:.....	

("We", "Us", "Our") Accepted on behalf of "Office Automation"
Authorised Signatory:..... Acceptance date:.....

Sales Agreement

To make this Agreement easier to read and understand, the words "you" and "Your" are used to refer to the customer and "we" "us" and "our" refer to " Office Automation"

1 Interpretation

- 1.1 You accept our quotation for the sale of goods or whose order for goods is accepted by us.
- 1.2 "Goods" means the goods (including any instalment of the goods or part of them) which we are to supply in accordance with these conditions.

2 Basis of Sale

- This agreement is between "you" the customer and "us" being "T M Clarke T/A Office Automation"
- 2.1 We shall supply and you shall purchase the goods in accordance with any written quotation from us which is accepted by you or any written order from you which is accepted by us, subject in all cases to these conditions which shall govern this Agreement to the exclusion of any other terms and conditions subject to which quotation is accepted or purported to be accepted or any such order is made or purported to be made.
 - 2.2 No variation of these terms and conditions shall be binding unless in writing between your authorised representative and us.
 - 2.3 Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our behalf.

3 Equipment Trails/Confirmation

- 3.1 Where you have requested equipment to be used on a trail/Confirmation basis before a binding order is placed we reserve the right to charge for delivery and collection at our established rates and charge you for any metered prints used at 5 pence per print plus any supplies or toners used or part used, should the trail/confirmation result in a binding order then these charges may be waived.

4 Orders & Specifications

- 4.1 You shall be responsible to us for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by you and for giving us all the relevant information relating to the goods within a sufficient time to enable us to perform the Agreement in accordance with these terms.
- 4.2 No order which as been accepted by us may be cancelled or varied by you except with our written permission and you shall indemnify us in full against all costs, damages, charges and expenses incurred by us as a result of cancellation with a minimum charge of 45% of the total price of the accepted order.

5 Price of Goods

- 5.1 The price of the goods shall be the quoted price on this document overleaf.

6 Terms of Payment

- 6.1 Subject to any special terms agree in writing between us we shall be entitled to invoice you for the goods on or at any time after delivery of the goods unless the goods are to be collected by you or if you wrongfully fail to take delivery of the goods in which event we shall be entitled to invoice you for the price at any time after we have notified you that the goods are ready for collection.
- 6.2 You shall pay the price of the goods upon delivery of the goods or delivery being tendered by us, notwithstanding that the property in the goods has not passed to you, the time of payment of the price shall be of the essence of the Agreement. Receipts for payment will be issued only upon request.
- 6.3 If upon fail to make any payment with 14 days of the due date then without prejudice to any other right to us we shall be entitled to:
 - (a) Cancel the Agreement or suspended any further deliveries to you.
 - (b) Appropriate any payment made by you to such of the goods (or the goods supplied under any other Agreement between us)
 - (c) Charge you interest to be compounded at a monthly rate (both before and after any judgment) on the amount unpaid at the rate of 10% per Annum above "Barclays Bank PLC" base rate from time to time until payment in full is made (a part pf a month being treated as a full month for the purpose of calculating interest).
 - (d) Charge you in addition to interest in 6.3 (c) above an Administration charge of £100.00 per invoice outstanding on there respective dates.

7 Delivery

- 7.1 Any delivery dates quoted for delivery of goods are approximate only and we shall not be liable for any delay in the delivery of goods howsoever caused. Time of delivery shall be of the essence unless previously agreed in writing by us.

8 Risk & Property

- 8.1 Risk of damage or loss of the goods shall pass to you at the time of delivery or if you fail to take delivery of the goods at the time we tendered for delivery of the goods.
- 8.2 Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions the property in the goods shall no pass to the customer until we have received in cash or cleared funds in full payment in full of the price pf the goods and all other goods agreed to be sold by us to you for which payment is then due.
- 8.3 Until such time as the property in the goods passes to you, you shall hold the goods as fiduciary agents and bailee and shall keep the goods separate from other goods of yours or others and the goods shall be stored and protected insured and identified as belonging to us.
- 8.4 Until such at time as the property in the goods passes to you (and the goods are in existence and have no been resold) we shall be entitled at any time to require you to deliver up the goods to us and if you fail to do so forthwith to enter upon any premises of yours or third party where the goods are stored and repossess the goods we are herby granted a licence to enter your premises or any third party where the goods are stored for the purpose of recovering possession of the goods.
- 8.5 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any goods which remain in our property.

9 Warranties & Liabilities

- 9.1 No waiver by us of any breach of this Agreement by you shall be considered as a waiver of the same or any other provision.
- 9.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in the whole or in part the validity of other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.
- 9.3 This Agreement shall be governed by the laws of England and Wales we agree to the jurisdiction of the courts of England and Wales.



EQUIPMENT SERVICE AGREEMENT SCHEDULE

Equipment: If different from previous page or already in use:		
Toners to be included in service charge where applicable. (Please indicate to be included) Black <input type="checkbox"/> Cyan <input type="checkbox"/> Magenta <input type="checkbox"/> Yellow <input type="checkbox"/> (A charge for carriage may be made)		
Minimum period in months	Payment frequency Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> (Please indicate)	Minimum mono units per month
Minimum colour units per month	Price of each mono unit :	Price of each colour unit:
Signed by an "Authorised signatory" on behalf of customer Understanding full terms and conditions overleaf. NAME:..... SIGNATURE:..... POSITION:..... DATE:.....		Extra Terms Customer's initials:.....

("We", "Us", "Our") Accepted on behalf of "Office Automation".
Authorised Signatory:..... Acceptance date:.....

Agreement

To make this Agreement easier to read and understand, the words "you" and "Your" are used to refer to the customer and "we" "us" and "our" refer to "Office Automation"

1. THE AGREEMENT

These terms and those over leaf make up the whole agreement between you and us. This agreement is between "you" the customer and "us" being "T M Clarke T/A Office Automation"

Under the Agreement we will agree to maintain and repair the "equipment" at your premises.

1.1 The "equipment" means only the base print engine "before any Options" are fitted by us or any other third parties, this includes items supplied as part of a bundle, such as, Document feeders, Duplex units, Print controllers, Additional paper trays, Network cards etc, you must make separate arrangements for all such items.

1.2 The start of the Agreement and its length

The Agreement will start on the Acceptance Date. It will continue for the minimum period and from then on until it is ended.

1.3 At the end of this agreement you must return any unused items supplied by us for use in the equipment in a good and resalable condition, or where items have opened/damaged packaging or installed on the equipment you agree to pay us for any unused portion based upon our established rates at that time.

1.4 Ending the Agreement

You may end this Agreement at any time after the minimum period by telling us in writing at least three months beforehand. We may end this agreement at once if you are in default (see Clauses 4 and 5 and 6).

2 YOUR PAYMENTS

2.1 When you pay

You must pay for the minimum number of units on the first day of each payment period. The first Period starts on the Acceptance Date. You must pay for the minimum number of units however many units are used even if you not able to use the Equipment

2.2 Unit Charges

(a) A unit is equal to an A4 size page (21 cm x 29.7 cm) at 5% toner coverage any larger usage will be charged prorate.

(b) If more units are used than the minimum number of units ("Extra usage") you will be charged for each extra unit used above the minimum agreed, at the unit price prevailing at that time, a unit is counted when any feature is used on the equipment for example copying, printing, faxing, and scanning where applicable.

(c) We work out the number of units used by the equipment, either from meter/s readings taken by you or monitoring software used by us or our agents. You will always be charged for the minimum units agreed. We may only read the meter/s from time to time this must not be considered as a waiver of the same or any other provision; you agree to pay our estimated readings where no reading has been possible for any reason.

2.3 Extra Charge

You must pay the Extra Charge on the first day of the next payment period if the equipment does not have a meter you will not have to pay any Extra Charge.

2.4 Price increases

At any time after the first year of this agreement we may increase the unit price and the price for each Extra unit. You will be notified of any such increase in writing.

2.5 Who you pay

We may ask a third party to collect any amounts due under this agreement on our behalf and you agree to pay them directly as per the terms of this agreement, we may raise separate invoices for "Extra charges" or other items ordered not covered under this agreement, payment is due within 7 days of issue.

2.6 How to pay

You must pay by BACS/Standing order unless we agree to another method when this Agreement is made. You will also have to pay VAT at the prevailing rate.

2.7 Late Payment

All payments must be made in full and on time. You will pay interest of 2.5% a Month on all overdue amounts from the date payments is due until you pay in full.

3 SERVICE

We will provide routine maintenance and repair to the equipment between 9:00 am and 5:00 pm (Monday to Friday not including Bank Holidays).

(a) We may at our discretion supply loan or replacement equipment under the terms of this agreement you agree to fully insure and compensate us or any loss or damages to the equipment during this period.

(b) We will provide all "consumable items" (new or functionally equivalent) for use on the "equipment" stated on the schedule overleaf only. Full lists of these items are available upon request,

(c) In order to return any device to service as soon as possible, you agree to allow us to fit without your prior approval any other parts needed to repair the equipment including any installed "options" for an additional charge, and we may also make a charge for labour and carriage.

(d) If you do not meet any of your duties on time we will either suspend maintenance, repairs and supply of any consumable items, or we may end the Agreement (see Clause 5).

4. YOUR DUTIES

As long as this Agreement lasts you must:

(a) Make all payments in full and on time:

(b) Pay for any repair needed because of misuse or neglect of the equipment this shall be determined by the attending engineer only:

(c) Not move the Equipment or make any changes to it without our written permission.

(d) Not deal with the benefit of this Agreement in any way:

(e) Pay for any call where equipment stated on schedule overleaf is not at fault, at our established rates.

(f) Appoint a key user for the equipment and only allow trained personal access to the equipment:

(g) Make available a suitable area for the attending engineer to work on the equipment (This area must comply with health and safety legislations in force at that time).

(h) Make available suitable vehicle parking place or agree to cover any further cost incurred in us attending the equipment:

(I) You must always allow us to run our chosen automated service, supplies, meter reading monitoring software on your network where applicable, or reimburse us for any additional costs we may incur by manually doing these tasks, a full list of these charges are available upon written request.

5. DEFAULT

We may end this Agreement at any time if:

(a) You do not make any payments on time or do not carry out any of your other duties; or

(b) You are unable to pay your debts; you go into liquidation or have a receiver or an administrative receiver appointed over any of your assets

6 REMEDIES

If we end this agreement because of your default or you inform us in writing of your intention to end this agreement you will have to pay us the total of the following:

(a) Any money and any interest that you owe; plus

(b) Our costs in collecting the payments and interest that you owe: plus

(c) Compensation for our loss of profit where this agreement is ended within 12 months of acceptance of this agreement, this will be an amount equal to 100% of the payments which you would have paid for the rest of the Minimum Period of this agreement, plus 10% for each full year left on the agreement.

(d) Compensation for our loss of profit where this agreement is ended after 12 months from the start date will be calculated by an amount equal to 100% of the average monthly usage of the previous 12 months period, times by the unit charge applicable at that time, multiplied by the number of months left to the end of the agreement or as in 6c whichever is the higher.

7. LIABILITY

We, our employees and agents will only be liable for death, personal injury or damage of up to £1 million to your property caused by our (or their) negligence whilst doing our (or their) job we will not be liable for any other loss that you, your employees or agents suffer for whatever reason.

8. JOINT AND SEVERAL LIABILITIES

If you are two or more customers you will be liable together and separately

9. WAIVER OF RIGHTS

Our rights under this Agreement will not be changed by any delay or failure in enforcing any of the terms of this Agreement.

10. NOTICES

Any Notice sent by you to us under this Agreement must be sent by first class post, we may use any method of our choice.

11 WARRANTIES & LIABILITIES

(a) No waiver by us of any breach of this agreement by you shall be considered as a waiver of the same or any other provision.

(b) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in the whole or in part the validity of other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

(c) This agreement shall be governed by the laws of England and Wales we agree to the jurisdiction of the courts of England and Wales.

