

Terms & Conditions

In this agreement the following expressions shall have the following meaning:

"Agreement"	The contract between the Supplier and the Customer which comprises these Terms and Conditions and associated schedules.
"Customer"	The Customer as defined in the Customer Schedule.
"Supplier"	Landall Services Limited, or such other Company as the Supplier may appoint or approve for the maintenance and servicing of the Equipment.
"Parties"	Both the Customer and the Supplier.
"Effective Date"	The date on which the agreement commences specified in the Contract Schedule.
"Equipment"	The hardware and other items indicated in the Equipment Schedule.
"Initial Contract Period"	The term of months specified in the Contract Schedule, commencing on the Effective Date.
"Services"	The service and maintenance services to be provided by the Supplier in respect of the equipment on and subject to these terms and conditions.
"Minimum Charge"	The accumulation of Minimum Mono Volume(s) multiplied by the then current cost(s) per Mono page, plus, the Minimum Colour Volume(s) multiplied by the then current cost(s) per Colour page, plus, the corresponding Fixed Maintenance Charge(s), subject to a minimum monthly charge of £35.00 per metered device.

Terms

1. DURATION OF THIS AGREEMENT

- 1.1 This Agreement will commence on the date shown on the effective date of this document and will continue in force for a primary period of 60 months (unless specified in the Initial Contract Period). Thereafter the Agreement will continue from year to year, on an annual basis, with the same terms and conditions as those contained herein unless either party officially notifies the other of their intention to terminate (official notice); Official Notice must be given 180 days prior to the start of the next contractual year and shall be effective if in writing served by hand delivery at, or by recorded delivery post addressed in the case of the Customer to, the Invoice Address shown overleaf and in the case of the Supplier to the address shown overleaf. Service shall be deemed to have been affected on the date of hand delivery or 24 hours after the date of posting.

2. ASSIGNMENT

- 2.1 The Customer agrees to use the Supplier for the maintenance and servicing of the Equipment. The Customer shall not without the prior written consent of the Supplier assign this Agreement.

3. OBLIGATION OF LANDALL SERVICES LIMITED UNDER THE AGREEMENT

- 3.1 The obligations of Landall Services Limited under this Agreement include; (a) the exchange of unserviceable parts; (b) breakdown service; (c) routine maintenance. When the Customer requests breakdown-service in respect of the Equipment, the Supplier will endeavour to attend the breakdown within the agreed breakdown service response time, which is eight hours (or as specified in the contract schedule) between the hours of 9.00 am and 5.00 pm on Mondays to Fridays (excluding public holidays). At the sole discretion of the Supplier this breakdown service may include; (a) the resolution of any problem by telephone; (b) the attendance of an engineer at the installation address.
- 3.2 Landall Services Limited shall not be liable for any problems relating to network printing or scanning or associated software problems unless this additional cover is specified in the network & software support schedule, or is due to a faulty or defective part supplied by the company.
- 3.3 If the Product is not performing to the manufacturer's specifications, then following a request by the Customer, Landall will replace it with an identical model or one with similar features or capabilities and of a similar age, provided that the Product was supplied by and has only been maintained by Landall. Landall will do this only if the fault has not arisen for any reasons stated in Clause 4 or such loss or damage as referred to in Clause 6 and the Customer has carried out all its obligations under this Agreement.

4. CUSTOMER OBLIGATIONS

- 4.1 The Customer agrees to use throughout the duration of the Agreement only toner and other consumables provided by the Supplier or an alternative provider

approved in writing by the Supplier. If alternative supplies are used by the Customer, the Customer shall be deemed to have misused the Equipment and shall be invoiced for the full cost of all repairs to the Equipment necessary.

- 4.2 The Customer agrees to provide the Supplier access to the Customer's premises, office accommodation and other facilities as reasonably required for the provision of the Services.
- 4.3 The Customer agrees at all times to use the Equipment in accordance with the manufacturer's or Supplier's recommendations.
- 4.4 During the term of this Agreement the Customer shall use only throughput materials approved by Landall Services Limited or the manufacture of the Equipment.
- 4.5 The Customer shall ensure that the Equipment and the Consumables are not lost or damaged by neglect, misuse or mistreatment. Machinery shall be used in accordance with the manufacturer's guidelines. Replacements and breakdown service in such circumstances are not covered by this Agreement and will be charged by Landall Services Limited on our standard time and materials basis. The opinion of Landall Services Limited as to whether or not there was such neglect or misuse will be deemed to be final.
- 4.6 During the term of this Agreement, the Customer will not remove or transfer the Equipment from the Installation Address without the prior written consent of Landall Services Limited. Where the Equipment is to be relocated to a new site which is a greater distance from the Landall Services Limited Service Centre than the original Installation Address, Landall Services Limited reserves the right to increase the cost per copy charged and the breakdown service response time accordingly.
- 4.7 Where requested by Landall Services Limited the Customer agrees to submit meter readings by the last working day of each billing period or as otherwise directed by Landall Services Limited. If the meter readings are not submitted by the Customer, the Customer will be invoiced an estimated amount equal to the amount invoiced in the prior period, or such other amount estimated by Landall Services Limited. In the event that the prior period's information is not available the difference between the estimated amount and the actual amount will be invoiced or credited after receipt by Landall Services Limited of the meter reading corresponding to the period in respect of which the estimate has been made.

5. LIABILITY OF LANDALL SERVICES LIMITED UNDER THIS AGREEMENT

- 5.1 If Landall Services Limited is found to be liable to the Customer for any loss or damage arising from the negligence of its personnel, this liability will be met, under terms of its Public Liability Insurance cover. Landall Services Limited shall not be liable, however, for any consequential loss whatsoever and howsoever arising whether from defective Equipment, defective Service & Maintenance or defects in or non-delivery of

Consumables or any products or materials used in the Equipment or supplied as part of the copy service.

6. INSURANCE

- 6.1 It is the responsibility of the Customer to ensure that the Equipment is adequately insured against theft, fire or other damage, which may cause irretrievable damage to the Equipment, as well as any resulting liquidated damages under this Agreement payable to Landall Services Limited arising as a consequence therefrom.

7. INSTALLATION AND SERVICE HOURS.

- 7.1 The Supplier will instruct the Customer on the use of the Equipment at the time of installation (if applicable) at which time the Customer will make available two persons for training as principal operators. The Supplier will thereafter provide the Services during the hours of 9:00 am to 5:00pm Monday to Friday excluding public holidays.
- 7.2 Any Services required outside these hours will be invoiced at the Supplier's then current rates in addition to the agreed print, copy or scanning cost per unit.

8. BASIS OF SERVICE & MAINTENANCE CHARGES

- 8.1 Service and Maintenance charges are based on Minimum charge and minimum volumes. The agreed cost per copy is based on A4 size paper, paper larger than A4 will be charged according to size e.g. A3 will be charged as two copies, as will duplex (double sided) A4 copies. All scans will be charged at the agreed Mono price per unit. Charges for the agreed minimum volume will be invoiced by Landall Services Limited to the Customer in advance in accordance to the meter billing period. Copies in excess of the minimum volume will be calculated in accordance to the billing period and will be invoiced by Landall Services Limited to the Customer in arrears. Excess copies are chargeable at the agreed cost per copy. Contracts that include colour toner on a cost per copy basis shall be based on toner consumption, which shall be calculated in accordance with the manufacturer's recommended figure (ie. 5% coverage per A4 sheet). Landall Services Limited shall be entitled to levy an additional charge for toner consumption over and above the manufacturer's recommended figures proportionate to that consumption.
- 8.2 The supplier reserves the right to charge a discretionary fee of £25.00 per item for the delivery of consumables.
- 8.3 The Charge for the delivery and/or collection for each Device is £195.00 plus VAT and the charge for installation for each Device is £95.00 plus VAT. These will be payable as Standard for each Device and will be invoiced in arrears. An administration charge for the setting up of this Agreement of £80.00 plus VAT will be due and payable in the first invoice.
- 8.4 The charge for a data security cleanse (the removal of all client data from a Device's hard drive) for each Device of £440.00 + VAT will be payable as standard at the termination of this Agreement for whatever reason.
- 8.5 Our standard method for obtaining meter readings is via our remote monitoring service. You agree that, if you request that the machines under this contract are not covered by our remote monitoring service, an additional charge of £10.00 per device per quarter shall be payable by you to cover our costs of administration.

9. PRICE INCREASES

- 9.1 The Supplier reserves the right to vary its service charges at any time upon giving 30 days notice, but not more than once in any twelve month period. The Customer may however terminate this Agreement upon giving to the Supplier 30 days written notice of its intention to terminate if the Supplier increases the price per item above the then subsisting cost by more than 15% in any one year unless the price is justified by an increase in the Supplier's costs attributable to this Agreement or unless the Supplier adjusts the price

increase to a maximum of 15% within 30 days of the Customer giving notice.

10. PAYMENT TERMS

- 10.1 All amounts invoiced by Landall Services Limited to the customer during the term of this Agreement shall be settled in full by the Customer within 30 days of the invoice date. Our Standard collection method is direct debit. If you opt to pay by another method an additional charge of 6.5% will be added to the outstanding invoice payable and will be due at the same date. Payments made by credit card will be subject to a card handling charge of 3%.
- 10.2 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sums when due, the Supplier may:
- 10.2.1.1 Charge interest on such sums from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Santander Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
- 10.2.1.2 Suspend the provision of all services under this Agreement until payment has been made in full.
- 10.3 All amounts due under this agreement shall be paid in full without any setoff, counterclaim, deduction or withholding.
- 10.4 All other sums payable to the Supplier by the Customer will be invoiced as indicated in the Payment terms within the Contract Schedule.
- 10.5 If after a three month period the Supplier is unable to obtain actual meter readings from the Customer, the Supplier reserves the right to instruct their engineer to visit the Customer's premises to obtain the current readings and this will incur a charge of £95.00 + VAT per device.

11. SUSPENSION OF SERVICE

- 11.1 In the event of the Customer being in breach of any part of this Agreement, Landall Services Limited reserves the right to withhold all Service & Maintenance without affecting any of its rights under any other term or condition contained herein.

12. TERMINATION

- 12.1 Landall Services Limited reserves the right to terminate this Agreement immediately, without any further obligations to the Customer whatsoever, in the event of the Customer committing an act of bankruptcy (in the case of an individual) or (in the case of a company) in the event of presentation of a petition to wind up the Customer or the passing of a resolution for the voluntary winding up of the Customer or the appointment of an administrator or receiver to the whole or any substantial part of the business or undertaking of the Customer or (in any case) upon breach by the Customer of any part of the provisions of the Agreement.
- 12.2 Failure by Landall Services Limited to immediately take any of the actions or remedies available to it in respect of any breach by the Customer of this Agreement does not preclude Landall Services Limited from doing so at a later date in respect of the breach.
- 12.3 In the event of the Customer unlawfully terminating this Agreement the parties agree that the following provisions in respect of damages shall apply: (a) The Customer will pay Landall Services Limited within seven days, all monies due and owing under this Agreement up to the date of the unlawful termination of the Agreement. In the event of non-payment within seven days, overdue interest will be payable by the Customer to Landall Services Limited on all such monies due and owing at that day, at a rate of interest of 4% above the then applicable Santander Bank Plc base rate, with interest to run from invoice date to the date payment is received by Landall Services Limited
- (b) The Customer shall pay within seven days liquidated damages, calculated at the rate of 85% of the average

monthly charge multiplied by the number of months remaining unexpired under the Agreement at that date of unlawful termination. The average monthly charge will be based on the overall historic monthly average number of copies invoiced to the Customer since the start of the Agreement to the date of the unlawful termination, and the latest cost per copy charge. In the event of non-payment within seven days, overdue interest will be payable by the Customer to Landall Services Limited on all such monies due and owing at that date, at a rate of interest of 4% above the then applicable Santander Bank Plc base rate, with interest to run from invoice date to the date payment is received by Landall Services Limited.

- (c) The customer recognises and accepts that the method adopted by Landall Services Limited in its calculation of liquidation damages represents a fair measure of the losses and damages to Landall Services Limited as would be calculated and found acceptable in an English Court of Law. With regards to metered equipment where there is no minimum charge per quarter if, for whatever reason, the customer's usage of the equipment in any quarter reduces by more than 25% in comparison to its average quarterly usage over the elapsed term of this agreement, Landall Services Limited may terminate this agreement by giving the customer written notice. The customer will then immediately pay Landall Services Limited a fee equal to 85% of the average of the customer's quarterly copy charges over the preceding 12 months, or if this agreement has not run for 12 months, its elapsed term, multiplied by the number of remaining quarters from the date of such written notice until the expiry of the initial term or (if that has elapsed) the then renewal term.

13. GENERAL

- 13.1 All terms and conditions of this Agreement between Landall Services Limited and the Customer are contained in this document and no variation shall be relied upon unless confirmed in writing by a director of Landall Services Limited. All other conditions, warranties and representations, expressed or implied, howsoever given or arising, are hereby expressly excluded.
- 13.2 The Customer acknowledges that where this agreement shall be signed by an employee or agent of the Customer who has been held out to Landall Services Limited by the Customer, whether expressly or impliedly, as being duly authorised on their behalf, the signature of such person shall be binding upon the Customer. The Customer also acknowledges that it has read these terms and conditions before signing this Agreement.
- 13.3 All prices quoted in this Agreement are subject to value added tax at the current rate.
- 13.4 In the event that any particular clause or sub-clause of this agreement shall be determined by a Court or other relevant tribunal to be invalid and/or unenforceable, the remainder of this agreement shall continue to have full force and effect in law and shall be interpreted as if the offending clause were not incorporated herein.