

# Managed Print Terms and Conditions

## (CPC Agreement Revised January 2018)

This Service Agreement has the following expressions, which shall bear the following meanings:

“The Company” means GreenCity Solutions Ltd

“The Customer” means the end user of the equipment

“The Equipment” means the Item(s) of Equipment which forms the subject of this agreement

“The Minimum Term” means the minimum term is 3 years unless specified as such

1. This Agreement supersedes all previous agreements and/or arrangements written or oral made between the Company relating to the Equipment and services related thereto and constitute the entire agreement between the parties and shall be binding when signed by or on behalf of the Company or School. The customer expressly acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not contained herein.
2. This agreement shall continue for the Minimum Term of the Agreement calculated from the date of acceptance by the Customer.
3. The Company shall:
  - a. Maintain the Equipment in good working order.
  - b. Supply (following a request from the Customer) in normal working hours (9am to 5pm) Monday to Friday (except statutory holidays) the services of a trained engineer to service the equipment.
  - c. Procure the supply and fitting of free consumable spare parts deemed necessary by the Company during maintenance calls (but subject to condition 3e) and subject to service contracting being taken up when offered.
  - d. Deliver toners within a timely period, using standard royal mail services or other.
  - e. Any service or replacement of spare parts or photocopier drums deemed necessary by the Company due wilful acts, defaults, negligence or the use of suppliers not approved by the Company and any service outside normal working hours (as defined in condition 3(b)) will be charged in accordance with the service charges of the Company from time to time.
4. The Customer shall pay to the Company the cost price per print as defined on the service schedule included within this agreement.
  - a. Payment of the amounts so calculated shall be made by the Customer within 14 d invoice. Failure to pay any amount so invoiced within such period shall be a breach of this Agreement and the Company shall be entitled:-
    - i. To suspend the provision of goods and services hereunder and/or.
    - ii. To determine this agreement but in each case without prejudice to any other remedy available to the Company in respect of such a breach.
  - b. Cost per copy charges covered by this agreement are based on 5% coverage calculations recommended by the manufacturer, the Company reserves the right to review the customers usage of consumables under this agreement and charge for additional consumables, should their usage be greater than 5% coverage. A3 prints are counted as counted as two A4 prints.
  - c. Any excess charges due to coverage or excess copies will be invoiced and payment taken by Direct Debit.
  - d. The Company reserves the right to vary at any time their terms of this agreement relating to the charges or the minimum period of notice on giving not less than 60 days prior notice in writing.
  - e. All drums, cleaner blades, heater rollers, developer and toners supplied under this service contract remain the
  - f. This agreement is subject to a monthly minimum charge of £40.00
5. Where the Equipment shall not have been supplied by the Company it is a condition of this agreement that the Equipment shall be in proper mechanical condition. Any work which may be necessary to put the equipment into proper mechanical condition shall be charged in accordance with the service charges of the company from time to time.
6. No failure to exercise or any delay in exercising on the part of the company any right or remedy hereunder shall operate as a waiver thereof.
7. The customer shall not be entitled to assign the benefits of this Agreement.
8. The Company reserves the right to vary the annual supply of goods or services in relation to the Equipment but only if shown to be caused by negligence acts or omissions of the Company but in no circumstances, will the Company be responsible for any loss of business or profits or for any other consequential loss however arising including delay in or failure to deliver equipment or supplies or to provide services.
9. No waiver alteration or modification to the terms of this agreement shall be binding upon the Company unless made in writing and signed by the Managing Director of the Company.
10. operating instructions and to notify the Company or its authorised service agent immediately of any apparent defects in the equipment.
11. The customer will take such steps are necessary to ensure that the defects in the Equipment which might be or cause a danger
12. Each notice to the Company hereunder shall be sent by the Customer in writing by recorded delivery post to the Company Secretary at the Registered Office of the Company.
13. Each agreement shall be governed by and constructed in accordance with English Law and the parties hereby submitted to the jurisdiction of the English Courts.
14. Any equipment replaced will be of an equivalent or higher quality and efficiency level.