

TO IBS FROM: -----

**A N O T H E R Co LIMITED**

----- (CUSTOMER)

**PLEASE PROVIDE AND SERVICE THE EQUIPMENT AS AGREED IN THE SCHEDULE OF EQUIPMENT UNDER THE FOLLOWING TERMS AND THE PRICING SCHEDULES.**

**TERMS OF SALE AND PROVIDING SERVICE**

**DEFINITIONS**

Customer – The Person, Firm or Company making this Agreement  
IBS Office Technology of Provident House Burrell Row, Beckenham, Kent BR3 1AT

**1. PERIOD OF AGREEMENT**

WE will provide service from either: - the date it installs the equipment (installation date); or – the date it accepts and signs this Agreement (Agreement date); Until this Agreement is cancelled under term 10 or 20.

**2. SERVICE**

IBS will service the equipment to prevent a fault arising or when there is a fault in the equipment and it has been used properly. It will also provide spare parts and items that need replacing (except for items such as paper and staples coloured toner and cartridges).

**3. SERVICE NOT INCLUDED**

Service does not cover:

- Work that is needed because the Customer has not used, stored or handled the equipment properly or because the Customer has not followed term 4 (2) or written instructions of IBS for the equipment;
- Work needed on a public or bank holiday;
- Work needed before 9am or after 5pm hours Monday to Friday;
- Work needed because the Customer has used spare parts or other replaceable items which are not approved by IBS or because the Customer has connected to the equipment other fittings or accessories which IBS has not approved.

From time to time IBS will publish the charges for the services.

**4. LOCATION**

1. If the Customer wishes to move the equipment to another address it must have the written permission of IBS. If the equipment is moved this Agreement may no longer be valid. IBS will move the equipment for the Customer for an agreed fee.
2. The property in which the equipment is installed must be suitable and in good condition. The Customer should provide all necessary facilities such as light, electricity, ventilation and installation space that IBS requires in writing.

**5. DELIVERY AND INSTALLATION**

1. All deliveries and installations dates are estimates and IBS is not liable for any loss, costs, damages or expenses which the Customer or someone else suffers because of IBS did not meet those estimated dates.
2. One of the Customer's employees must sign and date the delivery note that comes with the equipment to prove that it has been delivered. The person who signs the delivery note should also print his or her name on it. This is then sent back to IBS by the carrier who delivered the equipment. The delivery note is proof that the items on it have been delivered.

**6. SERVICE CHARGE**

IBS will invoice the Customer for the service charge as set out in the pricing schedule. IBS will upon verbal request not more than once in each month use the meter reading to work out how many copies the Customer has made.

IBS will do this either:

- by the Customer responding to a telephonic request by IBS to provide the current reading; or
- by the Customer sending to IBS a meter card that it has filled in following the instructions of IBS; or by one of the IBS engineers taking the reading when he has serviced the equipment; or using the IBS records of previous readings to estimate the amount if it does not get an actual reading.

The difference between estimated and actual readings will be invoiced or credited to the Customer when an actual reading is taken by IBS.

**7. CANCELLATION BY EITHER PARTY**

If this agreement shall be cancelled, the Customer shall be liable in respect of any part fitted in the life time of which (as recommended by Canon (UK) Limited; shall not have expired to repay to IBS that part of the then current list price of such part which shall be pro-rotata to the unused lifetime as against the recommended lifetime of such part.

**8. PRICE AND EXTRA ORDERS**

1. IBS can change the price it charges for equipment and it will give to the Customer 30 days written notice of a price increase. The increase will apply to all orders accepted after the expiry of the notice.
2. If the equipment is delivered at different dates through the fault of IBS then the price IBS will charge will be the price it agreed. If the Customer asks IBS to delay delivery it will invoice the Customer at the price that stands at the date of the equipment is sent out.

**9. PAYMENT**

Under the Agreement the Customer must pay the invoice of IBS in full within 30 days of the end of the month in which the invoice is dated. If the Customer does not pay, IBS may choose not to service the equipment. IBS may request the Customer to pay interest on the amount owed at 5% more than the National Westminster Bank plc annual base rate.

**10. CHARGE INCREASES**

IBS can increase the charges set out in the pricing schedule if it gives 60 days written notice to the Customer. IF the charge is increased by more than the Retail Price Index this Agreement may be cancelled by the Customer from the date the new price is introduced. It must give 30 days written notice to IBS before that date.

**11. SCHEDULE OF EQUIPMENT**

This agreement covers the equipment set out in the schedule.

**12. QUALITY**

If any equipment, spare parts or other items that IBS has supplied are faulty when delivered if the Customer tells IBS in writing within 30 days of the item being delivered IBS will then either replace or repair it, or refund the cost.

**13. LIABILITY**

1. IBS its employees and or agents are liable for damage to property which is caused by its or their negligence.
2. IBS is liable for personal injury or death, which is caused by the negligence of it or its employees or agents.
3. Under the Consumer Protection Act 1987 IBS is liable to a person, for death, injury or damage caused by a faulty product and it is liable to a dependant or relative of that person.
4. The Customer may not hold IBS liable for claims, actions, costs, loss, damages or expenses arising from the equipment or from the service IBS provides or fails to provide, except for in the circumstances for any loss of business or profit by the Customer or anyone else.

**14. PROPERTY AND RISK**

1. IBS own the equipment until the Customer has paid for it in full. The Customer has not paid in full until the full amount has been credited to the bank account of IBS.
2. When IBS have delivered the equipment to the Customer the Customer is liable for the risk of any loss or damage to the equipment. This will stay the risk of the Customer unless IBS take the equipment back so the Customer should insure against loss or damage.
3. Until the Customer has paid for the equipment:
  - a. The Customer must store the equipment in a way that shows it belongs to IBS. The Customer must also keep records of the equipment. If IBS asks the Customer it can inspect the equipment and the records;
  - b. The Customer cannot sell, change, alter or get rid of the equipment;
  - c. IBS can trace the money from selling the equipment or any insurance claims for the equipment. This money must be paid into a separate bank account and held for IBS; and
  - d. The Customer must give IBS at least 14 days notice before applying for an administrator to manage its assets. If the Customer does not give this notice it will break this contract. IBS can take back the equipment on: -the date of the notice given under the term 14(3)(d) or the date such notice should have been given; - the date the Customer does something that allows someone to present a petition for winding up its business or for an administrator to manage its assets or the date any event mentioned in terms 14(4) happens
4. If the Customer does not make its payments when they are due, or, if before it pays for the equipment

- "compounds" with its creditors;
- carries out an "assignment" for its creditors;
- commits an act of bankruptcy; goes into liquidation;
- has a receiver appointed to manage all or part of its assets;
- has become insolvent; or
- IBS can do any of three things;
  - a. Enter the Customer's property, without giving notice, to take the equipment back and demand any money the Customer owes to IBS under this Agreement or any other contract.
  - b. Take apart any machinery that the equipment or any part of it has been put into.
  - c. Refuse to deliver any equipment the Customer has ordered and stop any equipment that is being delivered.

If IBS does carry out any of its rights in this term (14) it will not affect any contract it has with the Customer to supply equipment unless IBS chooses otherwise. The customer will have to pay the cost of IBS carrying out its rights under this term.

5. The Customer can not send the equipment back instead of paying for it. IBS may sue the Customer for the price when it is due even though the property in the equipment may not have passed to the Customer.

#### 15. PRINCIPAL OPERATOR

The Customer must choose at least one member of staff to be the principal operator. IBS will train him/her to use the equipment. The Customer must make sure there is a principal operator available to use the equipment.

#### 16. ENTIRE AGREEMENT AND CHANGES

1. This Agreement is the full Agreement between the Customer and IBS for the equipment and service IBS provides. These terms are the only which will apply and they replace any previous Agreement for the equipment.
2. The terms of this Agreement can not be changed unless the changes are put in writing and signed by a Director of IBS and someone the Customer authorises to sign the changes on the Customer's behalf.

#### 17. DESCRIPTION AND SHORTAGES

1. IBS will try to supply the equipment it described but improvements may be added from time to time. However, if the equipment IBS delivers is different from the equipment the Customer ordered and it is not suitable, the Customer can send it back within 10 days of delivery. IBS will pay to the Customer the cost of returning the equipment if it is unsuitable and IBS will give to the Customer a credit note for the invoice plus V.A.T.
2. The terms of this Agreement can not be changed unless the changes are put in writing and signed by a Partner of IBS and someone the Customer authorises to sign the changes on the Customer's behalf.

#### 18. EXPORT CONTROL

1. The Customer agrees not to sell any equipment that IBS supplied and that is covered by the Export of Goods (Control) Order 1987 (or any law that replaces it) or the Export Administration Act 1979 outside the United Kingdom unless you have the licences you need. The Customer also agrees not to sell the equipment in the United Kingdom if it knows or thinks that the person buying the equipment intends to export it without getting the necessary licences.
2. The Customer agrees to impose similar conditions to those in term 18 (1) to anyone to whom it sells the equipment.

#### 19. SEVERAL ITEMS

This Agreement applies to each piece of equipment individually. If there is a dispute about some equipment it will not affect the Agreement for other equipment. The Agreement for some of the equipment can be cancelled without affecting the other equipment.

#### SIGNED ON BEHALF OF IBS OFFICE TECHNOLOGY

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

#### 20. CANCELLING THIS AGREEMENT

This Agreement will be cancelled if:

- The Customer gives to IBS at least 90 days written notice any time;
- IBS gives to the Customer at least 90 days written notice at any time;
- The Customer cancels the Agreement under Term 10;
- An application is made for an administrator or receiver to manage all or part of the Customer's assets;
- The Customer can not pay its debts when they are due or it is declared bankrupt;
- If either the Customer or IBS break this Agreement and it is not put right within 14 days of getting written notice from the other that the Agreement has been broken.
- If the Customer does not pay any amount owing after it has been given 14 days written notice.

#### 21. INSPECTION

The Customer must let the IBS service engineer or authorised representative into the property where the equipment is installed in normal working hours between 09.00 hours and 17.30 hours, Monday to Friday to inspect, repair or service the equipment or take meter readings. IBS will follow any reasonable security and health and safety rules that may apply at the Customer's premises. Cancelled service calls may incur a charge.

#### 22. GENERAL TERMS

1. References to terms and schedules are the terms and schedules of this Agreement. The pricing schedule and the schedule of equipment from part of this Agreement. The headings of the terms are only for reference and they do not form part of the Agreement.
2. Notice that the Agreement has been broken or cancelled must be sent by prepaid recorded delivery. Any other notices, including those of price increases should be sent by ordinary first class post. IBS will send notices to the address of the property where the equipment is installed unless the Customer informs IBS in writing. The Customer must send all notices to the registered office of IBS. Notice will be assumed to have been served in 2 working days after it was posted.
3. The rights of the Customer and IBS under this Agreement will not be affected if either of the parties do not enforce, or delays enforcing any of these terms.
4. The Customer may transfer its interest in this Agreement to a subsidiary or associated Company of the Customer if it obtains the written permission of IBS.
5. IBS may wish to transfer its side of the Agreement to a subsidiary of associated Company of IBS or an authorised Canon dealer. If it does so it will inform the Customer.
6. If the Customer and IBS agree, or a Court of Law decides that a term of this Agreement is illegal, or not binding it will not affect the other terms in this Agreement. The term in question will be changed to make it so it is binding and not longer illegal. If that is not possible IBS will take it out of this Agreement. In either case the change will start on the date of the Agreement of the decision.
7. IBS is not liable for delaying, or not carrying of any of its duties if caused by circumstances beyond its control. Under these circumstances IBS can choose to cancel part of all of this Agreement of delay carrying out any part of it.
8. The Customer and IBS are independent contractors under this Agreement who can not act on behalf of the other party. IBS is not liable for any claim or demand brought about by the activities of the Customer. The Customer may have to pay because of such a claim.
9. The Agreement is governed by English Law and comes under the jurisdiction of the English Courts.

#### SIGNED ON BEHALF OF THE CUSTOMER

Sign here if you are purchasing renting or leasing the equipment

Authorised Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Registration No: \_\_\_\_\_

(Delete N/A) Ltd. Co./Partnership/Sole Trader/Other: \_\_\_\_\_

Date: \_\_\_\_\_

*\*Please attach sample business letterhead*