



colyer service contract

T 020 7833 0888 www.colyer.co.uk

Please fill out in a black or blue ballpoint pen, in CAPITALS.

Equipment Services Agreement

Contract no.

Company ("Colyer") **Colyer Group Ltd**, 22-26 Vine Hill, London EC1R 5LJ Tel: +44(0)207 833 0888
Fax: +44(0)207 833 1626 E-mail: finance@colyer.co.uk

Please fill out in a black or blue ballpoint pen, in CAPITALS.

1 Customer Details

Contract No.

Customer Name ('You')

Trading Name (if different)

Invoice address

Postcode |_|_|_|_| |_|_|_|

Installation address

Postcode |_|_|_|_| |_|_|_|

Phone Number |_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Company registration no. |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Email Address

VAT Number |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Contact name

Customer Order/
Reference Number |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

2 Maintenance Charges

Please tick the relevant box and fill in a section for each machine.

Service Agreement Name	<input type="checkbox"/> Colyer CarePlan	<input type="checkbox"/> CareTime	<input type="checkbox"/> CareSafe	<input type="checkbox"/> ColourCare
Service Agreement Type	<input type="checkbox"/> New contract	<input type="checkbox"/> Contract change	<input type="checkbox"/> N/A	
Equipment Type	<input type="checkbox"/> New	<input type="checkbox"/> Used	<input type="checkbox"/> N/A	
Charge for service £_____ per		Contract length years		
Description of Service				

Service Agreement Name Colyer CarePlan CareTime CareSafe ColourCare

Service Agreement Type New contract Contract change N/A

Equipment Type New Used N/A

Charge for service £_____ per Contract length years

Description of Service

Service Agreement Name Colyer CarePlan CareTime CareSafe ColourCare

Service Agreement Type New contract Contract change N/A

Equipment Type New Used N/A

Charge for service £_____ per Contract length years

Description of Service

Service Agreement Name Colyer CarePlan CareTime CareSafe ColourCare

Service Agreement Type New contract Contract change N/A

Equipment Type New Used N/A

Charge for service £_____ per Contract length years

Description of Service

3 Signatures

Signed on behalf of the customer

Signature

Title Job Title

First Name Date/...../.....

Surname

Originating Company (if not Colyer Group Ltd)
.....

Signed on behalf of the Colyer Group Ltd

Signature

Title Job Title

First Name Date/...../.....

Surname

Salesperson
.....



Please fill out in a black or blue ballpoint pen, in CAPITALS.

Direct Debit Instruction Colyer Graphics

COLYER GROUP LTD
22-26 VINE HILL
LONDON
EC1R 5LJ

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

Originators Identification Number

9 4 2 5 9 5

Name(s) of Account Holder(s)

Reference Number

Grid for reference number

Bank or Building Society Account Number

Grid for account number

Branch Sort Code

Grid for branch sort code

Instructions to your Bank or Building Society

Please pay Colyer Group Ltd Direct Debits from the account detailed on this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Colyer Group Ltd and if so, details will be passed electronically to my Bank/ Building Society.

Name and full postal address of your Bank or Building Society branch

To: the Manager ofBank or Building Society Address

Signature(s)

Date/...../.....

Postcode L L L L L L L L L L

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.

The 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 the amounts to be paid or the payment dates change, Colyer Group Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.
If an error is made by Colyer Group Ltd 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 the letter to us.



COLYER GROUP LTD / COLYER LONDON TECHNICAL SERVICES TERMS AND CONDITIONS

DEFINITION

In this Agreement Colyer London Ltd shall be referred to as "Colyer London" and the other party as the "Client".

1. This Agreement and the charges shown in the Schedule shall be effective from the date it is signed by both parties ("the Commencement Date") and shall remain in force thereafter (subject to condition 15) for a minimum period of 12 months and may thereafter be terminated by either party upon three months written notice to the other.

CHARGES

2. The charges shown in the Schedule are those currently in effect and are subject to change by Colyer London upon one month's notice in writing to the Client. In the event of any such change the Client may within one month of the receipt of such notice notify Colyer London that the agreement will be terminated on the effective date of change in the charge but otherwise the change shall become effective.

3. The Client shall pay the charges shown in the schedule in advance. The Client shall pay the charges in keeping with the payment profile of the contract as stated on the in advance. The payment profile may be weekly, monthly, quarterly, annually or any other time period as stated on the schedule.

4. Colyer London shall make an additional charge in accordance with its standard scale of charges for the time being in force for service visits made at the request of the Client by reason of any fault in the Equipment other than due to fair wear and tear but which Colyer London reasonably finds is frivolous or unnecessary.

EQUIPMENT/REPAIRS

5. Colyer London will make adjustments and repairs and supply whatever parts are necessary to maintain the Equipment in good working order provided that all repairs and adjustments are carried out between 0900 hours and 1700 hours Monday to Friday excluding public holidays.

6. Colyer London will use its best endeavours to provide the services indicated in the Schedule under "type of cover" but if for any reason Colyer London has to remove equipment from the Client's premises and the loan of equipment is indicated in "type of cover" Colyer London will subject to availability provide a replacement which will be of working capability.

7. The Client shall make the Equipment available for such repairs and adjustments and shall provide adequate working space around the Equipment for the use of Colyer London personnel and shall make available such reasonable facilities as may be requested from time to time by Colyer London for the Storage and safe keeping of test equipment and spare parts.

8. During the period of this agreement the Client shall:

- a) Ensure that proper environmental conditions are maintained for the Equipment and shall maintain in good condition the accommodation of the Equipment, the cables and fittings associated therewith and the electricity supply thereto;
- b) Not make any modification or repairs or adjustments to the Equipment without the Colyer Londons' prior written consent;
- c) Keep and operate the Equipment in a proper and prudent manner in accordance with the manufacturers operating instructions and ensure that only competent trained employees (or persons under their supervision) are allowed to operate the equipment;
- d) Ensure that the external surfaces of the Equipment are kept clean and in good condition and carry out any minor maintenance recommended by the manufacturer from time to time.
- e) Save as aforesaid not attempt to adjust repair or maintain the Equipment and shall not request, permit or authorise anyone other than Colyer London to carry out any adjustments repairs or maintenance of the Equipment;

f) Use on the Equipment only such operating supplies as the manufacturer shall recommend.

g) Not use in conjunction with the Equipment any accessory attachment or additional equipment other than that which has been supplied or approved in writing by the manufacturer or Colyer London.

9. All components and parts required to be repaired or replaced due to inadequate "operator maintenance" where applicable or for any or the reasons contained in condition 7 or for reasons other than fair wear and tear shall be paid for by the Client in addition to the maintenance charges set out in the Schedule at Colyer London's then current prices.

10. If the Client fails to make the Equipment available under condition 7 or delays or prevents Colyer London from performing its obligations hereunder Colyer London may make an additional charge in accordance with its standard scale of charges.

11. Colyer London does not undertake to replace consumable items which include ribbons, type elements, toner cartridges, fuser units, print heads, platens, recorded data and media under this agreement. It is the Clients responsibility to ensure adequate back-ups are taken at all times and Colyer London cannot be held responsible for the loss of data as a result of a hardware failure or any corrective action arising therefrom howsoever caused.

12. If during the period of this contract, the Equipment covered is deemed by Colyer London to have reached the end of its reasonable serviceable life, Colyer London shall have no obligation to maintain such Equipment unless the Client, at its own expense, replaces the Equipment with identical equipment.

13. Where an individual item of a "System" is placed under Contract, but not other items within that System (e.g. A Printer is placed under contract, but the Computer it is connected to is not). The Colyer Group reserves the right to make an additional charge in accordance with its standard scale of charges if a reported fault is caused by or related to the non-contract Equipment.

14. Any replacement parts provided by Colyer London hereunder shall become the property of the owner of the Equipment. Parts removed shall become the property of Colyer London and this provision and the other provisions of this agreement shall apply to all replacements and renewals of any part or parts of the Equipment made by Colyer London during the continuance of this Agreement.

TERMINATION

15. (1) Notwithstanding anything else contained herein, this Agreement may be terminated by Colyer London:

a) forthwith on giving notice in writing to the Client if the Client shall fail to pay any sum due under the terms of this Agreement (otherwise than as a consequence of any default on the part of the Colyer London) and such sums remain unpaid for fourteen days after written notice from Colyer London that the sum has not been paid; or

b) forthwith on giving notice in writing to the Client if the Client commits any material and/or serious breach of any term of this Agreement (other than any failure by the Client to make any payment hereunder in which event the provisions of paragraph (a) above shall apply and (in the case of a breach capable of being remedied) shall have failed, within 14 days after the receipt of a request in writing from Colyer London so do to, to remedy the breach; or

c) on giving notice in writing to the Client if the Client shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a Court of competent jurisdiction shall make an order to that effect or if the Client shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

(2) Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of Colyer London nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

EXTENT OF LIABILITY

The following provisions set out Colyer London's entire liability (including any liability for acts and omissions of its employees agents and sub-contractors) to the Client:

16.

- a) Colyer London's liability to the Client in respect of any breach or its contractual obligations arising under this Agreement or for any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to the maximum of the amounts paid by the Client under this Agreement.
- b) Colyer London's liability to the Client in respect of damage to the tangible property of the Client resulting from the negligence of Colyer London or its employees agents and sub-contractors shall be limited to the maximum of the amounts paid by the Client under this Agreement;
- c) Colyer London shall in no circumstances be liable for any indirect or consequential losses arising under this Agreement howsoever caused. It is the Client's responsibility to take out insurance to cover any excess loss.
- d) Colyer London shall not be liable for any loss suffered howsoever arising as a result of fault or damage to Equipment caused by power surges, faulty cables, accidental damage or networking. Where the client has fitted additional third party parts, e.g. memory, video cards, scsi cards, hard drives to the equipment; this will be at their own risk, and Colyer London cannot be held responsible for any loss howsoever arising as a result of the fixing or use of third party parts.

17. Colyer London shall not be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond its reasonable control and Colyer London shall be entitled to a reasonable extension of time (as advised to the Client) for the performance of such obligations.

18. The Client shall be liable for the safety of any of Colyer London's employees on its sites pursuant to this Agreement. The Client shall indemnify Colyer London as to any loss they may suffer as a result of the Client being in breach of this clause.

NON-SOLICITATION

19. The Client shall not solicit in any way the services of or offer to employ any employee or sub-contractor of Colyer London (or any person who has been an employee or sub-contractor during the previous year) who is or has been engaged carrying out Colyer London's obligations under this Agreement nor shall the Client actually employ or contract with such an employee or sub-contractor without the written consent of Colyer London, during the period commencing on the date on which services subject to these terms and conditions are ordered by the Client and ending six months after the later of:-

- (a) the date on which such services are completed; and
- (b) the date on which such employee or sub-contractor ceases to be employed by or contracted to Colyer London.

20. DATE RECOGNITION EXCLUSION CLAUSE

Colyer London accepts no liability or responsibility (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) The failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the customer or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with:- Any change of year dates or time (whether on or before or after such change of year, date or time)
- (b) Any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the customer or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services

performed in connection with any such change or modification

(c) Any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the customer or of any third party related to any such change of year, date or time.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties agree that no person including but not limited to parties referred to in the Contract or other documents and to whom such rights may attach; and who is not a party to this contract shall be entitled to enforce any terms thereof against either Party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Alterations/Jurisdiction

22. This Agreement supersedes all prior agreements and undertakings between the parties and Colyer London shall not be liable to the Client for loss or damage arising from or in connection with any representations agreements or undertakings made prior to the date of execution of this Agreement except as otherwise expressly incorporated (in writing) or referred to in this Agreement

23. No waiver or alteration or addition to this Agreement shall be valid unless made in writing and signed by authorised signatories of both Colyer London and the Client.

24. This Agreement shall be subject to and construed in accordance with English law, and the Courts of England shall have exclusive jurisdiction in all matters connected therewith or relating thereto.

25. This Agreement shall apply in so far as these conditions are held to be lawful and enforceable. If any condition or part of a condition shall be held to be unlawful and unenforceable then these conditions shall be read and construed as if such condition or part was omitted.

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