



**xerox** page pack services agreement

T 020 7833 0888 [www.colyer.co.uk](http://www.colyer.co.uk)

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

# Xerox Page Pack Services Agreement

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

Company ("We","Us")

**1 Customer Details**

Customer Name \_\_\_\_\_ ("You")

Invoice \_\_\_\_\_ Equipment \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Address \_\_\_\_\_ Installation \_\_\_\_\_ Email Address \_\_\_\_\_  
 \_\_\_\_\_ Address \_\_\_\_\_ Customer order/  
 \_\_\_\_\_ (if different) \_\_\_\_\_ reference number \_\_\_\_\_  
 Postcode \_\_\_\_\_ Postcode \_\_\_\_\_ VAT number \_\_\_\_\_

**2 Maintenance Charges**

*Please tick the relevant box*

Post Install Service Agreement Yes  No  Service Plan Change Yes  No

**Quarterly Billing** **Quantity**

Equipment description .....  
 Serial Number.....  
 Serial Number.....  
 Serial Number.....  
 Serial Number.....

Basic charge per item of equipment payable in advance \_\_\_\_\_  
 Prints included in this charge .....  
 Charge for each print not included in the basic charge \_\_\_\_\_ p

**Black & White**

Charge for each print not included in the basic charge \_\_\_\_\_ p

**DFE Support**

Quarterly charge for DFE support ..... p

Contract Length: 1 year  3 years  4 years  5 years

Service Plan .....

**3 Signatures**

• **Signed on behalf of the customer**

Signature \_\_\_\_\_

Title \_\_\_\_\_ First Name \_\_\_\_\_ Surname \_\_\_\_\_

Job Title \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Originating Company (if not Colyer Group Ltd) \_\_\_\_\_

• **Signed on behalf of the Colyer Group Ltd**

Signature \_\_\_\_\_

Title \_\_\_\_\_ First Name \_\_\_\_\_ Surname \_\_\_\_\_

Job Title \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Salesperson \_\_\_\_\_

**Direct Debit Instruction Colyer Graphics**

Colyer Group Ltd

**Instruction to your Bank or Building Society to pay by Direct Debit**  
 Please fill in form and send to: Colyer Group Ltd, 22-26 Vine Hill, London. EC1R 5LJ

**Name(s) of account holder(s)** \_\_\_\_\_

**Bank account number** \_\_\_\_\_

**Branch sort code** \_\_\_\_\_

**Name and full postal address of your Bank or Building Society**  
 To: the Manager of \_\_\_\_\_ Bank or Building Society  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Postcode \_\_\_\_\_



**Reference number (Office use only)**  
 \_\_\_\_\_

**Originator's Identification number**  
 \_\_\_\_\_

**Instruction to your Bank or Building Society**  
 Please pay Colyer Group Ltd Direct Debits for the account detailed in 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.

**Signature(s)** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

Banks and Building Societies may not accept Direct Debit instructions for some types of account.

## PAGEPACK SERVICE AGREEMENT TERMS AND CONDITIONS

These terms, and the supplemental terms (if any), form this PagePack Service Agreement (Service Agreement).

### 1. SERVICE AREA

Service shall be provided by Xerox UK under this Service Agreement.

### 2. GENERAL

2.1 Under this Service Agreement the following definitions apply:

**Billing Due Date:** the date at the end of each true up period when the meter readings are due.

**Charge(s):** the fees/prices for Services purchased by the Customer.

**Colyer London:** Colyer Group Ltd

**Consumables:** the toner, Customer replaceable unit(s) (CRU), toner cartridges or ink sticks.

**Customer:** the end user person, firm or company who purchases the Services and in whose premises the Equipment is located.

**Cycle Start Date:** the first day of the calendar month following the Service Start Date.

**Equipment:** the items of equipment specified in this agreement.

**Fixed Term:** the fixed number of Service Years specified in this agreement.

**Interim Service Band:** as defined in clause 12.3

**Interim Term:** the limited period between the Service Start Date and the start of the Fixed Term.

**Registration Date:** the date the agreement is countersigned by Colyer London.

**Services:** means Xerox's performance of services for the Customer as set out in clauses 4 to 6 or any other services that Xerox agrees to provide under this Service Agreement.

**Service Band:** as defined in clause 12.2

**Service Start Date:** the date on which Services will commence on the Equipment up to a maximum of 8 calendar days following the Registration Date.

**Service Year(s):** the 12 month period commencing on the Cycle Start Date and each successive 12 month period.

**Xerox:** Xerox (UK) Limited.

2.2 The signing of this Service Agreement shall be deemed acceptance of this Service Agreement, which apply to Services provided to the Customer by Xerox. This Service Agreement operates to the exclusion of any additional or different terms or conditions on the Customer's purchase order, even if such order is expressly made conditional on Xerox's consent to such additional or different terms.

### 3. TERM

The term of this Service Agreement is from the Registration Date and includes Interim Term, Fixed Term and successive Service Years following any renewal, and is altogether defined as the term (Term).

### 4. TECHNICAL SUPPORT AND REMOTE DIAGNOSTICS

4.1 To ensure that the Equipment is repaired as quickly and efficiently as possible, the Customer shall make all reasonable efforts to ensure that all their staff work co-operatively with telephone support to try to repair

the Equipment. The telephone number is available from the local Xerox website.

4.2 If the Equipment contains features that enable Xerox to diagnose and repair problems with the Equipment remotely, Xerox may, in certain situations, request access to the Equipment via the web to assist the troubleshooting process. Xerox agrees to undertake the remote troubleshooting process, only with the Customer's consent and co-operation.

4.3 Xerox recommends the Customer first utilise support materials shipped with the Equipment, Equipment diagnostics, information contained on the Web, and e-mail support. If unsuccessful, the Customer must notify Xerox telephone support personnel or that of its authorised service representative to obtain the Services. Customer will provide appropriate assistance to telephone support personnel to resolve issues. After reasonable efforts if remote telephone support is unsuccessful Xerox will provide on-site Services of the Equipment hardware to repair the problem. Telephone calls may be recorded and/or monitored for training purposes.

4.4 Software support is provided remotely by telephone and online support tools and covers Xerox software embedded as standard in the Equipment. On-site software support is not covered by this Service Agreement, but is available at the then current rates of charge from Xerox.

### 5. MAINTENANCE RELEASES

Maintenance releases may be required to correct performance problems and will be provided under this Service Agreement where deemed applicable by Xerox.

Xerox will only supply maintenance releases for software and firmware that are at the latest and next to latest revision levels. If the Equipment contains features that enable Xerox to implement maintenance releases remotely, Xerox may, in certain situations, request access to the Customer's Equipment to assist the implementation process. Xerox agrees to undertake the remote implementation process, only with the Customer's consent and co-operation.

### 6. PROVISION OF CONSUMABLES

6.1 This Service Agreement includes provision of Consumables. Xerox will monitor Consumables orders by the Customer against meter readings collected from Colyer London, the Customer, MeterAssistant or through service engineer visits.

6.2 In the event that the Customer is on credit-hold with either Xerox or Colyer London, Xerox and Colyer London reserve the right not to fulfill any requested order.

6.3 Consumables will only be shipped to the Customer's address where the Equipment is located. If the Customer requests delivery to an alternative delivery address, Xerox will firstly need to approve the change. The preferred method of Consumables ordering by the Customer will be online via the consumables ordering web application however alternative order placement will be available.

6.4 Except for Customers with MeterAssistant™ in operation, the Customer will with each order for Consumables provide accurate meter readings in line with Xerox's meter reading format requirements against the serial number of the Equipment assigned to this Service Agreement and for which Consumables are being requested. Xerox will not ship Consumables without this meter reading information being given at the time of order in manner satisfactory to Xerox. Xerox reserves the right to change or add to the types of meter readings required.

6.5 Consumables supplied with this Service Agreement remain the property of Xerox until used within the Equipment. Xerox reserves the right to provide refurbished or refilled CRU or toner cartridges which will work as new.

6.6 Xerox will supply Consumables in line with the usage patterns of the Customer. Such supplies of Consumables are determined in Xerox's reasonable discretion.

6.7 Consumables under this Service Agreement are designed and solely

supplied for use by the Customer in the Equipment to which this Service Agreement relates.

6.8 If there are any excess Consumables these remain the property of Xerox.

## 7. LIMITATIONS

7.1 Xerox shall not be obligated under this Service Agreement to:

a) Repair damage resulting from attempts by personnel other than Xerox representatives to repair or service the Equipment unless directed by a Xerox representative;

b) Repair any damage, malfunction, or degradation of performance (Performance Issues) resulting from improper use, incorrect installation, or connection to incompatible equipment or memory unless undertaken by a Xerox representative;

c) Provide any non-Xerox application software support or service involving non-Xerox application or non-Xerox embedded software;

d) Provide any Xerox software support or service involving Xerox application or Xerox embedded software, except for Xerox embedded software as standard in the Equipment.

e) Repair any Performance Issues caused by the use of non-Xerox supplies or consumables, or Xerox supplies not specified for use with the particular Equipment;

f) Perform Customer maintenance or cleaning or to repair any Performance Issues resulting from failure to perform Customer maintenance and cleaning as prescribed in published product materials;

g) Repair any Performance Issues resulting from use of the Equipment in an environment not meeting the operating specifications set forth in the user manual;

h) Repair any Performance Issues following the physical movement of Equipment where such damage has occurred due to non-compliance with the transport guidelines prescribed in the user manual;

i) Repair any non-Xerox accessories;

j) Service any Equipment after the limit of its duty cycle has been reached, if applicable;

k) Repair any Performance Issues resulting from the painting or refinishing of any Equipment for cosmetic purposes; or

l) Perform normal Customer maintenance and cleaning as described in the applicable User manual.

7.2 Any service identified in this clause and provided by Xerox at the Customer's request, shall be invoiced to the Customer, on a time and materials basis.

## 8. PRODUCT EXCLUSIONS

8.1 This Service Agreement excludes:

a) Staples unless stated in the supplemental terms.

b) Software (including firmware) enhancements or upgrades, but may be purchased separately upon their release.

8.2 Any product identified in clause 8.1 and provided by Xerox may be separately purchased at the then current rates of charge.

## 9. SERVICE LEVELS

9.1 Xerox will, subject to clause 4, during normal business hours (excluding public holidays) repair defective Equipment, or at Xerox's option provide a replacement exchange for the defective part. Xerox agrees to remedy any Services which are not performed with reasonable care and skill if notice is given to Xerox within 30 days of performing any

such Services or as required in order to meet specific or extended legal requirements.

9.2 Xerox will ensure on-site visits under this Service Agreement take place in priority over those Customers without service agreements for Xerox equipment.

9.3 In maintaining the Equipment, Xerox may use new, or equivalent to new, parts or assemblies for equal or improved quality. All non-working parts and assemblies become the property of Xerox. Xerox, at its option, may request the return of these parts. The return process will be handled according to the current Xerox procedure. Xerox reserves the right to charge for non-return of such parts.

## 10. INSTALLATION /RE-INSTALLATION

Equipment installation is not covered under the terms of this Service Agreement. Upon request from the Customer, Xerox will supervise Equipment relocation, including de-installation, crating, un-crating and re-installation, or perform other associated services at the then current rates of charge.

## 11. METER READING

11.1 Where Equipment is capable of supporting MeterAssistant, the Customer shall ensure that MeterAssistant is installed and in operation at all times at the Customer's premises.

11.2 In the event clause 12.4 applies, Colyer London will generate an invoice in the first instance based on meter readings received via MeterAssistant™. Otherwise, Colyer London will use available meter readings submitted by the Customer or service engineer during the Meter Reading Submission Period.

11.3 If no meter readings are received in accordance with clause 11.2, Colyer London will generate an invoice based on estimated usage which the Customer agrees to pay in full without question and in accordance with clause 14.3.

11.4 Under the Zero Commitment PagePack option, if the Customer fails to comply with clause 11.1, Colyer London may;

a) immediately terminate this Service Agreement; or

b) require the Customer to enter into an alternative service agreement to purchase a minimum page volume.

11.5 If Xerox perceives a problem with the Customer's installation of or connection to MeterAssistant™, Xerox reserves the right to contact the Customer to ensure that remedial action is taken or to undertake such action, where necessary.

## 12. SERVICE BAND

12.1 This Service Agreement is purchased by the Customer based on a Service Band.

12.2 The service band is the committed page volume based on the agreed service requirement (Service Band). The Customer agrees to pay the charges for the Service Band in line with the payment frequency cycle.

12.3 In respect of the Interim Term, the committed page volume of the Service Band is prorated on the basis of a 30 day billing month (Interim Service Band) and is charged at a sum equal to the prorated charges of the Service Band.

12.4 Any additional pages used in excess of the Service Band or Interim Service Band will be charged at a Charge per page as set out in this agreement.

12.5 No credit will be given for pages not used within the Service Band or Interim Service Band.

### 13. SERVICE BAND ADJUSTMENT

The Service Band may only be changed on the last day of the Service Year (Anniversary). If the Customer wishes to change the Service Band, it shall notify Colyer London at least 60 days in advance of the Anniversary. The charges applied to the revised Service Band shall be that applicable at the Service Start Date of the Fixed Term, as adjusted for any subsequent price increases.

### 14. INVOICES AND PAYMENT

14.1 The Customer shall be invoiced for charges for the Service Band quarterly in advance. The first invoice shall be issued on the Registration Date and will also include the prorated charges for the Interim Service Band.

14.2 charges for additional pages shall be invoiced in accordance with the true up frequency cycle as determined by the type of Equipment selected. However, Colyer London reserves the right to invoice for charges for any pages over the Service Band or Interim Service Band at any time.

14.3 Unless otherwise agreed in writing between the parties, payment shall be made in the invoiced currency for the duration of this Service Agreement. The Customer shall pay amounts invoiced as and when they fall due as displayed on the invoice (Payment Due Date) by direct debit.

14.4 Colyer London will not reduce, discount or pro-rate any charges if the Customer fails to utilise the full Service Band purchased under this Service Agreement. If the Customer fails to make any payment due to Colyer London by the Payment Due Date, then Colyer London may charge the Customer interest on the overdue amount at the rate of 7 percent per annum above the European Central Bank's Marginal Lending Rate from time to time or such other rate as may be specified by applicable law, whichever is the greater. Such interest shall accrue on a daily basis from the Payment Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The customer shall pay the interest immediately on demand by Colyer London. This clause does not apply to a disputed invoice, where Colyer London confirms the dispute is valid.

14.5 Xerox may, upon reasonable written notice, withhold Services (including Consumables) if the Customer is:

- a) in breach of its payment obligations to Colyer London; or
- b) otherwise in breach of any of its obligations with Xerox or Colyer London whether under this Services Agreement or any other agreement between Colyer London and the Customer.

14.6 Xerox shall only withhold products or service for as long as the breach persists and shall immediately resume the sale of products or services once the breach is remedied.

14.7 The Customer may raise a query with respect to any invoice within 10 working days of the invoice date. If the Customer raises a query with respect to any invoice, the Customer shall supply Colyer London with all relevant information necessary to resolve such query within 2 working days of such information being requested by Colyer London. If Colyer London does not receive such information within 2 working days of the request, the query will be closed and the Customer shall be obliged to pay the invoice in full on the Payment Due Date, and Colyer London reserves the right to claim interest pursuant to clause 15.4 above.

14.8 Colyer London may, in its discretion, grant the Customer a credit line or payment terms which Colyer London may revise at any time.

### 15. PRICING AND DISCOUNTS

15.1 Pricing will be reviewed throughout the Term of this Service Agreement. The charges may be subject to change. Any such changes will be notified to the Customer at least 45 days in advance of the revised charges becoming effective.

15.2 If the Customer does not wish to accept the revised charges, the Customer may cancel this Service Agreement by giving Colyer London at least 30 days prior written notice.

### 16. TAXES

Any taxes imposed on Colyer London or which Colyer London has a duty to collect in connection with Services will appear as separate items on Colyer London invoice. If the Customer is exempt from any such charges, it is the responsibility of the Customer to supply Colyer London with evidence of such exemption.

### 17. TERMINATION & CANCELLATION

17.1 Colyer London may terminate this Service Agreement by written notice to the Customer if the Customer fails to pay any amount due to Colyer London or breaches any other provision of this Service Agreement, provided that the Customer is given written notice of the breach and the breach persists or is not remedied within 30 days after receipt of such notice.

17.2 Colyer London may immediately terminate this Service Agreement by written notice in the event that the Customer shall make or offer to make any arrangement or composition with its creditors or has had a bankruptcy order or an interim order made against it or if the Customer is a limited company and any resolution or petition to wind up such company's business shall be passed or presented (and is not vacated within 30 days) otherwise than for the purposes of amalgamation or reconstruction, or if any administrator or administrative receiver is appointed over such company's undertaking, property or assets or any part thereof.

17.3 Subject to clause 17.4, either party may cancel this Service Agreement upon the giving of 90 days' advance written notice to the other party.

17.4 In the event of cancellation during the Interim Term and the first Service Year (Non Refundable Period), Colyer London shall invoice the Customer the full outstanding balance of the Interim Service Band and the Service Band within the first Service Year.

17.5 The Customer is not permitted to transfer this Service Agreement to another Customer during the Non Refundable Period.

17.6 Upon termination or cancellation, the Customer must supply Colyer London with the final meter readings in accordance with the process set out in clause 11.2 and 11.3. Colyer London reserves the right to validate the final meter readings supplied by the Customer. In such cases, the last day of the notice period will be deemed the Billing Due Date.

17.7 Upon termination or cancellation, Colyer London will:

- a) calculate the volume of any additional pages over the Interim Band and Service Band up to the termination or cancellation date; and
- b) invoice the Customer for charges for any additional pages used in excess of the Interim Band and Service Band. Calculation of the volume of additional pages shall be based on a prorated Service Band, except if cancellation occurs during the Non Refundable Period. In such case, the additional pages are calculated on the full Non Refundable Period.

17.8 The Customer is not permitted to cancel this Service Agreement and purchase a new PagePack service agreement for the same machine and serial number.

17.9 The Customer access to the consumable ordering web application will cease immediately upon the expiry of this Service Agreement.

### 18. RENEWAL

18.1 This Service Agreement automatically renews at the end of the Fixed Term for successive 12 month periods. Automatic renewal shall continue until either the end of life of the Equipment as communicated to the Customer by Colyer London or when notice is given in accordance with the clause 17.3 of this Service Agreement. The Interim Term does not form part of the renewal period.

18.2 By the Customers use of the Services, the Customer will be deemed to have accepted the then current terms for PagePack.

## 19. INDEMNITY

Xerox shall indemnify and hold Colyer London harmless from and against any claim of injury to person (including death) or damage to property caused by or arising out of the negligent acts or omissions of Xerox, its agents or employees while on the Customer's premises.

## 20. LIMITATION OF LIABILITY

20.1 Subject to clauses 9 and 19, Xerox excludes all warranties, conditions and other terms, express or implied, by statute or otherwise, including but not limited to reasonable skill and care and timeliness of performance. Where local laws provide for more stringent obligations which cannot be excluded by agreement, the minimum obligations imposed by those local laws shall apply.

20.2 Save where applicable law provides otherwise, in no event shall Xerox or its vendors be liable for any loss of profit, data or goodwill, nor any indirect, special, incidental or consequential damages arising out of the Services, even if Xerox or the vendor has advance notice of the possibility of such damages.

20.3 Subject to clause 19 and save where prescriptive laws provide for a higher minimum figure, Xerox liability for all claims arising out of the provision of Services under this Service Agreement shall be limited to the amount in aggregate equal to the monies paid by the Customer to Colyer London within the Service Year immediately preceding the date of the event giving rise to claim under this Service Agreement.

## 21. DATA

The Customer agrees that Equipment service data and usage rate data may be retained by Xerox, its agents or employees for service costing, reliability enhancement and service marketing analysis purposes exclusively within Xerox. Xerox will comply with all applicable data protection and privacy legislation and regulations in any relevant jurisdiction.

## 22. CONFIDENTIALITY

Xerox recognises that during the performance of the Services, Xerox, its agents or employees, may be exposed to information of a confidential nature relating to the business or developments of the Customer. Xerox agrees to hold such information in confidence for the Customer to the same extent Xerox provides for its own information and agrees not to disclose such information to any other person or organisation without the prior written consent of the Reseller for a period of 12 months after this Service Agreement expires or is terminated, or until such information enters the public domain, whichever occurs first.

## 23. THIRD PARTIES

23.1 Xerox may appoint third party contractors in performance of its Services obligations under this Service Agreement. All references herein to Xerox shall be deemed to include such representatives of Xerox.

23.2 It is not intended that a third party shall have the right to enforce a provision of this Service Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 24. NOTICES

All notices required or authorised by this Service Agreement shall be given in writing and shall be deemed effective 3 days after posting or Email or fax transmission, as appropriate.

## 25. ENTIRE AGREEMENT

This Service Agreement contains the entire agreement between the parties with regard to the subject matter hereof. All prior agreements, negotiations and representations written or oral relating to the same subject are superseded by this Service Agreement. Subject to clause

18.2, no contract formed hereunder may be modified except by written amendment signed by an authorised representative of each party.

## 26. WAIVER AND INVALIDITY

26.1 The failure of either party to enforce at any time any provision of these terms and conditions shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, either express or implied, of any other breach of any of these terms and conditions shall be construed as a waiver of any other breach of such term or condition.

26.2 If any provision of this Service Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provisions hereof shall continue in full force and effect as if this Service Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Service Agreement, Colyer London and the Customer shall immediately commence good faith negotiations to remedy such invalidity.

## 27. ASSIGNMENT

The Customer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent of Colyer London. No attempt to assign or transfer in contravention of this provision shall be binding upon Colyer London.

## 28. GOVERNING LAW

This Service Agreement shall be governed in accordance with the laws of England.

## 29. LEGAL COSTS

If litigation or collection is commenced to enforce any provision of this Service Agreement, the prevailing party shall be entitled to recover reasonable costs, including legal fees disbursements and collection costs.

## 30. FORCE MAJEURE

30.1 Neither party shall be liable for any delay or failure in performing any of its duties or obligations (in whole or in part) where such delay or failure is beyond the reasonable control of that party including without limitation national emergency, war, prohibitive Governmental legislation, embargo, industrial action, breakdown or failure of telecommunications or equipment external to the Services, interruption of or failure by statutory undertakings or other suppliers to supply materials or facilities, act of God, fire, terrorism or otherwise.

30.2 If either party is unable to perform its duties or obligations under this Service Agreement as a direct or indirect result of any such failure or delay then that party shall give written notice to the other of such inability stating the reasons and those duties and obligations shall be suspended accordingly for so long as the party is unable to perform. Forthwith upon the reasons ceasing to exist the party relying on it shall give written notice to that effect.

