



The Courtyard  
14 Station Road  
Hutton Cranswick, DRIFFIELD  
East Yorkshire YO25 9QZ

Phone: 01377 271167  
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## SCHEDULE TO LNL PRINTSURE FLEX OPERATING AGREEMENT

Number: LPSPSA/FX/XXXXXXXXXX

User:  
Sunnyside School  
  
SAMPLE AGREEMENT

Place of delivery and use:  
Same

Equipment Description and Serial Number/Software Description of items supplied for use under this Agreement:

4 (four) Xerox Phaser 8570N printers Serial Numbers XXXXXXXXXXXX -----  
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This agreement applies only to the equipment specified above. (Para 4)

Minimum Recommended Insurance Cover : £2000.00

Agreement Term:  
From 18<sup>th</sup> December 2012 to 31<sup>st</sup> December 2015 inclusive

Commitment Periods:  
(1) 18<sup>th</sup> December 2012 to 31<sup>st</sup> December 2013 inclusive  
(2) 1st January 2014 to 31<sup>st</sup> December 2014 inclusive  
(3) 1st January 2015 to 31<sup>st</sup> December 2015 inclusive

Page 1 of 2 of the Schedule to Agreement numbered above and is subject to the attached terms and conditions.



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**SCHEDULE TO LNL PRINTSURE FLEX  
 OPERATING AGREEMENT continued**

Number: LPSPSA/FX/XXXXXXXXXX

User:  
 Sunnyside School  
  
 SAMPLE AGREEMENT

Place of delivery and use:  
 Same

Provided under this agreement (Para2):  
 (A) The use of the equipment, all on-site service and maintenance of the equipment other than normal operator procedures as detailed in the user manual (para 2(a))  
 (B) All consumable supplies as necessary and exclusively for the purposes of this agreement:  
 (i) for a Commitment in each Commitment Period of zero (0) colour pages and zero (0) mono pages (para 2(b))  
 (ii) additional pages printed in each Commitment Period above and in addition to the Commitment (para 2(c))  
**N.B. No print media is included**

Software provided under this agreement:  
 None

Charges Fixed for the period of the Agreement (Para 5(a), Para 3):  
  
 4 (four) charges of £181.00 plus VAT per Commitment Period as stated above charged in advance, one at the beginning of each quarter, a total of 12 (twelve) charges during the period of this Agreement.  
 In accordance with Para 3(a) the first charge under this Agreement shall be extended pro rata for the first quarter of the Commitment Period 18<sup>th</sup> December 2012 to 31<sup>st</sup> March 2013 to a charge of £208.77 plus VAT.  
 N.B. This charge facilitates the additional charges for each and every page printed at the rates and on the terms as set out below.

Charges subject to annual increase (Para 5(b), Para 3)  
 3.85p (£0.0385) plus VAT for each colour page and 0.55 pence (£0.0055) plus VAT for each mono (black and white) page printed in excess of the Commitment in each Commitment Period but subject to the provisions of Para 3(c).

Signed on behalf of Customer "You"	Name (Block Capitals)	Position	Date
X			

Signed on behalf of Provider "Us"	Name (Block Capitals)	Position	Date
LNL Print Services Limited			

**Page 2 of 2 of the Schedule to Agreement numbered above and is subject to the attached terms and conditions.**

This LNL PrintSure Service Agreement (herein after referred to as the "Agreement") is made between LNL Print Services Limited whose registered office is The Courtyard, Rear Of Ivy House, 14 Station Road, Hutton Cranswick, Drifffield, East Yorkshire, YO25 9QZ (hereinafter referred to as the "Service Provider", "Provider", "Us", "Our", "We"), of the one part and the user (hereinafter referred to as the "User" "You" "Your") of the other part. Consumables shall refer to toner, toner cartridges, customer replaceable units (CRU) and ColorStix. Equipment shall apply to the equipment specified in the schedule.

### **1. General**

This operating agreement covers the use of the equipment, any software provided by ourselves for use with the equipment, and also provision of service, service parts, technical support and printer consumable supplies for use in the equipment as described in the Schedule hereto. This operating agreement will be purchased by you based on a Fixed Commitment which is a forecast of your service and annual page volume requirements. As an operating agreement, no right of ownership or interest in the equipment passes to you. At the end of the agreement the equipment is returned to our nominated address in the UK as provided for below.

Any software provided for use under the Agreement is subject to the licensing provisions of the software manufacturer which you agree to accept through entering into this Agreement. You accept, upon signing this agreement, all terms and conditions under this agreement. You also warrant that you have satisfied yourself that the services provided under the agreement and as described in the schedule hereto are suitable for your purposes and have not relied upon any representation, written or otherwise, made to you by us.

The agreement will be for the agreement periods as set out in the schedule, which together comprise the term of the agreement, unless notice of cancellation is received within the required timescale and manner as set out below.

Any of our obligations or actions of the 'service provider', 'we', 'us' 'ourselves' may be carried out by persons or organizations operating under the service provider's authority or instruction.

### **2. LNL PrintSure Agreement**

This Agreement covers the use of the equipment, all on-site service and maintenance of the equipment other than normal operator procedures as detailed in the user manual. All consumable supplies are included as necessary and exclusively for the purposes of this agreement and subject to the terms and conditions herein; no print media is included. This agreement consists of three components:

- (a) Use of the equipment as specified in the schedule to this agreement.
- (b) Commitment. This will be an agreed service requirement for the equipment and is based on a committed page volume charged at a price for the pages included within the Commitment Periods as stated in the schedule. And
- (c) Additional Pages. This will be a charge for any additional pages printed above or in addition to the Commitment in each Commitment Period. This will be paid for by you to us at the rate set out in the schedule and as described in paragraph 3 (b) and (c) below.
- (d) Software for use with the equipment and necessary updates.

### **3. Charges under the Agreement**

Charges to you from us will be invoiced to you as follows by:

- (a) (i) Charges for each Commitment in advance, at the start of each Commitment Period, for the use of the Equipment and Commitment for that Commitment Period as referred to at 2a and 2b above and as set out in the schedule But:  
(ii) where the Agreement does not start on the first day of a calendar month the first full Commitment Period shall be extended to a period of the first full Commitment Period plus any additional days of the month immediately preceding this. The charges and Commitment for this extended first Commitment Period shall be calculated pro rata for the calendar days of this extended first Commitment Period and as set out in the schedule. Such an extended initial Commitment Period will be treated in all other matters as a normal Commitment Period within the provisions of this Agreement.
- (b) Quarterly invoice for any pages over the Commitment when averaged per quarter as referred to at 2 (c) above and as set out in the schedule, but subject to 3(c) below.
- (c) Where at the end of any Commitment Period of the Agreement charges have been made under the provisions of paragraph 3(b) above and page volume for that Commitment Period is below the Commitment we will credit you with any additional page charges such that you will have been charged no more than if the additional pages had been calculated at the end of the related Commitment Period.

**For the avoidance of doubt no credit will be given for any unused prints of the Commitment in the related Commitment Period.**

### **4. Scope of Service Agreement**

The provisions of this Agreement are exclusively for the benefit of the equipment and software specified in the Schedule and at the location stated. This Agreement is not transferable or assignable in any way. Services under this Agreement are only provided onshore in the United Kingdom. Any software provided for use under this Agreement is subject to the licensing provisions of the software manufacturer which you agree to accept through entering into this Agreement.

### **5. Pricing**

Pricing, exclusive of any taxes, will be of either fixed or variable throughout the term of this Agreement as described in 5(a) and 5(b) below and as set out in the schedule.

- (a) Pricing that will remain fixed throughout the term of this Agreement. These prices will be charged as set out in the schedule and will only change subject to changes in UK VAT or other taxes and legislation. These will be referred to as Fixed Charges within this Agreement.
- (b) Pricing that will be increased annually for the second and subsequent Commitment Periods. The increase being that percentage increase published by or on behalf of the UK Government as the overall Retail Pricing Index increase for the twelve months ending in October of the calendar year prior to the calendar year in which the subsequent Commitment Period begins. This is in addition to any changes as a result of changes in the rate of VAT, taxes or as a result of changes in UK legislation.

### **6. Term**

This Agreement will commence upon the date set out in the schedule and for the periods specified in the schedule.

### **7. During the continuance of the Agreement the User shall:-**

- (a) Use the equipment in a proper manner and keep the same free from any lien distress, execution or other legal process,
- (b) Allow at all reasonable times our or our appointed representatives access to the equipment to inspect, test, adjust, repair or replace the same.
- (c) Only allow suitable persons with adequate training to operate the equipment.
- (d) (i) insure with a reputable insurer the equipment for the value stated in the Schedule. This insurance to cover any loss or damage to the equipment howsoever incurred. Proof of this insurance to be supplied to us upon request.  
(ii) ensure that such insurance cover is provided at all times during the term of this Agreement.
- (e) Notify us immediately in the event of any accident, loss or damage to the equipment howsoever caused. Oral notification shall be confirmed to us in writing within 48 hours.
- (f) Not modify or interfere with the construction of the equipment in any way.
- (g) Maintain proper back up copies of any software and data contained on the equipment.
- (h) Only use parts or consumable items supplied by us in this equipment.
- (i) The user shall not replace consumable or service items used in the equipment unless fully used with no remaining usage available unless authorized to do so by the Provider.
- (j) Provide a consumable statistics page and usage profile/configuration page print out to us by facsimile, e-mail or post within seven days of being requested by Us
- (k) Not remove or obscure any identifying markings on the equipment nor remove or obscure any markings identifying the equipment as the property of us.
- (l) Fix and maintain upon the equipment any label or notice as instructed that is supplied by us.

- (m) Use their best endeavours to enable the equipment to send automatic service reports to Us or the equipment manufacturer by email or internet; instructions on such configuration to be provided by us.

#### **8. Our Responsibilities**

- (a) We will be responsible for providing you with the use of the equipment described in the Schedule and any service parts and consumables referred to as being included within the Agreement. We will also be responsible for repairing the equipment in the event of a breakdown or alternatively, at our discretion, replacing the equipment with equipment of at least an equivalent specification.
- (b) We shall have, at any time during the continuance of this Agreement, upon written notice to you the right to exchange the equipment for equipment of at least the same specification as stated in the Schedule.
- (c) Any equipment exchanged under this Agreement shall be subject to exactly the same terms and conditions under this Agreement as the equipment originally supplied.

9. You agree to indemnify us against any claim howsoever arising which may be made by any person against us in consequence of this Agreement or in relation to the equipment supplied under this Agreement.

10. We shall not be obligated under this Agreement to:

- (a) Repair damage resulting from attempts by personnel other than our representatives to repair or service the product unless directed by one of our representatives;
- (b) Repair any damage, malfunction, or degradation of performance resulting from improper use, incorrect installation, or connection to incompatible equipment or memory;
- (c) Provide any software support or service involving applications, non-applications or embedded software other than that of the equipment manufacturer or other software specifically provided for your use under the scope of this Agreement. Configuration of individual client computers user accounts is not included;
- (d) Repair any damage, malfunction, or degradation of performance caused by the use of supplies or consumables, or supplies not specified for use with the particular product, nor manufactured by the equipment manufacturer. We reserve the right to charge for service in these circumstances at its usual rates.
- (e) Perform user maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials;
- (f) Repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the user manual;
- (g) Repair damage, malfunction, or degradation of performance following the physical move of a product where such damage has occurred due to non-compliance with the transport guidelines prescribed in the product's manual;
- (h) Service any product after the limit of its duty cycle has been reached, if applicable; or
- (i) Repair damage, malfunction, or degradation of performance resulting from painting, refinishing any product for cosmetic purposes.
- (j) Perform duties that would normally be expected of the operator as described in the user manual produced by the manufacturer. NOTE: Installation and carriage of the equipment is not included.

Any service cost identified in the preceding section and provided by us at your request shall be invoiced to you at our then current rates for parts, labour and travel.

#### **11. Exclusions**

This Service Agreement excludes the supply of printable media, and normal operator procedures as described in the user manual. Also excluded are normal network administration and management procedures relating to users, user accounts and client machines.

#### **12. Consumable Supplies**

- (a) All consumable supplies are included in this Agreement however usage will be monitored through meter readings submitted and toner supplies ordering.
- (b) You will be responsible for loss or damage to any items supplied for your use under this Agreement from the time they are delivered to your place of use. You also agree to provide at your expense insurance cover for any such items supplied under this Agreement for any loss or damage howsoever incurred.
- (c) (i) We will use all commercially reasonable efforts to achieve delivery of the consumables to you within three working days of an order being placed.  
(ii) You will be responsible for ensuring you have ordered sufficient consumables in advance for use in the equipment to meet your reasonable and foreseeable needs.
- (d) Preferred method of consumables ordering will be online. However, alternative order placement will be made available.
- (e) Unless Meter Assist or other usage monitoring software authorized by ourselves is installed on your equipment to provide usage information to ourselves and is functioning; upon ordering consumables you will be prompted to submit print / copy count to support us on our performance controls. No consumables orders will be processed without a meter reading which must be given at time of order
- (f) The manufacturer reserves the right to provide for use refurbished or refilled consumable items which will work as new.
- (g) **Consumables supplied under the terms of this Agreement are exclusively for use in the equipment specified in the Schedule and are exclusively for use under this Agreement.**
- (h) **Consumables supplied under the terms of this Agreement are not to be replaced whilst still having remaining available life.**

#### **13. Validation of usage**

During the continuation of this Agreement

(a) you agree to install and use software made available to you by ourselves to automatically submit meter readings to the equipment manufacturer for the purposes of monitoring usage. N.B. Such software will not provide any information from or access to your computer network other than the transmission of usage data.

(b) you will provide us with a print out of usage information from the equipment specified in the schedule at our request as soon as is practicable and in any event ten days before the anniversary of the Agreement. This will be used to verify usage of the printer and to enable the calculation of any additional charges as detailed at Paragraph 3 above.

In the event of termination, or at the end, of this Agreement you will provide us with a print out of usage information from the equipment specified in the schedule immediately upon request.

If you fail to do so or in any event upon termination or cancellation of this Agreement you will allow us reasonable access to the equipment at the place of use and delivery stated in the Schedule to collect and check such usage information before further usage

#### **14. Replacement Parts and Exchange Products**

In the maintenance of any product, we 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 the manufacturer. The return process will be handled according to our current procedure.

#### **15. Support, Monitoring and Remote Diagnostics**

To ensure that the product is repaired as quickly and efficiently as possible and to enable us to support and monitor your installation we may request remote access to your systems via the web through either VPN or other means we make available to you. You agree to consent to such a process. For faults, in the first instance, you agree to work co-operatively with telephone and/or web support to try to resolve the problem. The telephone support number is 01377 271167 and can be accessed during normal office hours. On-site service is at our sole discretion for issues that cannot be resolved remotely. Telephone calls may be monitored for training purposes.

#### **16. Cancellation**

- (a) In the event of support for the equipment or services provided through this Agreement being withdrawn or terminated by the manufacturer we may cancel this Agreement upon 60 days notice to you in writing.
- (b) Upon such cancellation we will:

- (i) Credit you on a pro rata basis for the remaining Commitment of the Commitment Period at the time of cancellation
- (ii) Invoice you for any prints for pages over your Commitment at the price per page relating to the Commitment Period as detailed in the Schedule.

#### **17. Termination**

If you shall during the continuance of this Agreement:-

- (a) make default for seven days of the due date of any payment under this Agreement, whether previous demand shall have been made by us or not; or
- (b) commit any act of bankruptcy or to have a receiving order made against you being a company subject to a winding up order or shall make any arrangement with your creditors, or commit or in our reasonable opinion be likely to commit any other act of insolvency; or
- (c) have any distress or exclusion levied on your property; or
- (d) fail to observe or perform any of the other terms and conditions of this Agreement or shall have misrepresented any of the facts in the Schedule

then We shall be at liberty by notice in writing forthwith to terminate the Agreement..

#### **18. Maintenance and Cleaning**

Normal user maintenance and cleaning as described in the applicable user manual is not covered by this Agreement and as such is chargeable.

#### **19. Response Time**

We will make commercially reasonable efforts to respond to requests determined to require an on-site visit. Response times may differ between products and geography.

#### **20. Installation / Re-Installation**

Product installation is not covered under the terms of this Agreement. Upon request from you, we will supervise product relocation, including de-installation, crating, un-crating and reinstallation, or perform other associated services at the then current per-call chargeable service rates.

#### **21. Agreement End and Further Usage**

At the end of the Agreement by cancellation, termination or any other means permitted under the terms of this Agreement, you will accept responsibility for the safe storage and return at your cost to ourselves of any consumable or hardware items supplied for your use under this Agreement. At the end of the Agreement you also agree to allow us access to remove any software supplied under this Agreement from your system and make no further use under any license keys and product codes we have supplied. You will also agree not to, and take all reasonable measures to prevent, any other party or individual from making further use of this equipment and software unless it is expressly agreed by ourselves in writing.

#### **22. Agents**

We reserve the right to appoint third parties to act as our agents or sub-contractors in performance of our service obligations under this Agreement. All references herein to us shall be deemed to include our agents or sub-contractors.

#### **23. Invoices and Payment**

You agree to pay Us:-

- (a) without previous demand, so long as the Agreement shall continue, the amounts of the fixed charges specified in the Schedule before or upon the dates therein set out; and
- (b) any charge relating to excess usage as specified in the Schedule, such amount to be invoiced separately to you under our standard terms and conditions of sale.
- (c) Upon termination of this or at the end of this Agreement, you shall pay to us any amount due under any of the terms of this Agreement and any of our reasonable costs in enforcing the provisions of this Agreement.

The sending of money by post shall be at your sole risk.

#### **24. Taxes**

Any taxes imposed on us or which we have a duty to collect in connection with service of any products will appear as separate items on your invoice. If you are exempt from any such charges, it is your responsibility to supply us with evidence of such exemption.

#### **25. Indemnity**

We shall indemnify and hold you harmless from and against any claim of injury to person (including death) or damage to property caused by or arising out of the negligent or wrongful acts or omissions of us, our agents or employees while on your premises.

#### **26. Limitation of Liability**

Subject to Clause 25 above, we exclude 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. Save where prescriptive laws provide for a higher minimum figure, our liability for all claims arising out of the provision of services under this Agreement shall be limited to the annual cost of the services provided under this Agreement.

#### **27. Data**

You agree that product service parameter and usage rate data may be retained by us and our agents, sub-contractors, or employees for service costing, reliability enhancement and service marketing analysis purposes. All parties will comply with all applicable data protection and privacy legislation and regulations in any relevant jurisdiction.

#### **28. Confidentiality**

We recognise that during the performance of the service hereunder, we, our sub-contractors, agents or employees, may be exposed to information of a confidential nature relating your business or developments. We agree to hold such information in confidence for you to the same extent you provide for our information and not to disclose such information to any other person or organisation without our prior written consent.

#### **29. Notices**

All notices required or authorised by these terms and conditions shall be given in writing and shall be deemed effective 3(Three) days after posting or Email or fax transmission, as appropriate. Notices to you shall be sent to the address shown in the Schedule. Notices to you shall be sent to the office your employee designated as responsible for service in the country where the equipment is located.

#### **30. Entire Agreement**

This document, any customer agreement and any purchase order accepted by you in accordance with these terms and conditions shall contain the entire agreement between the parties with regard to the subject. All prior agreements and all prior negotiations relating to the same subject are superseded by this document. No contract formed hereunder may be modified except by written amendment signed by an authorised representative of each party.

#### **31. Waiver**

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.

#### **32. Assignment**

Subject to Clause 25, you may not assign or otherwise transfer its rights or obligations hereunder without our prior written consent. No attempt to assign or transfer in contravention of this provision shall be binding upon us.

#### **33. Governing Law**

This Agreement shall be governed in accordance with the laws of the country in which the equipment is located.

#### **34. Legal Costs**

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

**N.B. Paragraphs are numbered for ease of reference only and shall not affect the interpretation of this Agreement.**