

CONDITIONS OF BUSINESS

1. Interpretation

1.1 In these conditions of business

Commencement Date	means the commencement date shown on the Contract or if none the date on which the Contract is entered into
Contract	means the contract for the sale, hire or servicing of Equipment set out overleaf and incorporating these conditions of business
Equipment	means the equipment listed in the equipment section of the Contract
Hire Equipment	means the equipment listed in the equipment section of the Contract with a hire charge
Location	means the Customer's address shown in the Contract
Sale Equipment	means the equipment listed in the equipment section of the Contract with a purchase price
Service Equipment	means the equipment listed in the equipment section of the Contract with a tick in the service column
Service Period	means the period starting on the Commencement Date and continuing until the expiry of the Minimum Period shown overleaf and thereafter unless terminated in accordance with these Conditions of Business
We or us	means Commerce Business Systems Limited
Working hours	means 9.00 a.m. to 5.00 p.m. on Monday to Thursday and 9.00 a.m. to 4.00 p.m. on Friday each week apart from bank holidays
You	means the person, firm or company whose details appear in the customer details section of the Contract

2. Sale of Equipment

2.1 We will deliver the Sale Equipment to the Location at our expense on or as soon as reasonably practicable after the Commencement Date.

2.2 On delivery risk of damage to the Sale Equipment will pass to you but ownership of the Sale Equipment will not pass until you have paid for it in full.

3. Hire of Equipment

3.1 We will supply the Hire Equipment to the Location on or as soon as reasonably practicable after the Commencement Date.

3.2 You must:

3.2.1 Pay us the Hire Charge for the Hire Equipment from the date of delivery until the end of the Service Period;

3.2.2 Return the Hire Equipment to us at the end of the Service Period in the same condition as when it was delivered (fair wear and tear excepted).

4. Service Equipment

4.1 You will allow us to attend the Location during Working Hours from time to time during the Service Period to service and maintain the Service Equipment and read the copy meters.

4.2 If the Equipment breaks down for any reason during the Service Period you should contact us and we will attend the Location as soon as reasonably practicable during Working Hours to repair the Service Equipment.

4.3 If we are unable to obtain parts or repair the Service Equipment at the Location within a reasonable period we will lend you an equivalent machine (which may be a different make or model) free of charge until your Equipment can be repaired or the termination of the Contract (whichever is earlier). You must return the replacement equipment to us at the end of the Service Period in the same condition as when it was delivered (fair wear and tear excepted).

4.3.2 The service cost includes the supply of Black Toner and/or Colour Toner for the Service Equipment shown in the Contract with a tick in the appropriate column. We will charge you for all other supplies of toner at our standard rates.

4.3.3 Cost per print includes toner necessary to produce prints on the equipment. Its yield an overall average image coverage of 5% on Black & White and 20% on colour prints. We reserve the rights to charge for toner used in excess of the amount.

4.4 You must tell us the number of black and white and colour copies made by each piece of the Service Equipment each month during the Service Period not later than the 20th of the following month to enable us to calculate the service cost:

4.4.1 the service cost for the period of 12 months from the Commencement Date will be calculated on the number of copies made using the rates shown overleaf;

4.4.2 copies larger than A4 will be regarded as two copies;

4.4.3 the service cost will be billed on the number of copies each month or an average of the number of copies over the last 6 months, whichever is greater;

4.4.4 If you do not tell us the number of copies we will use an estimated number to calculate the service cost:

4.4.5 If for any reason the amount invoiced is more or less than any the amount that should have been invoiced the invoice is still payable in full and the shortfall or excess will be charged or rebated (as the case may be) on the next invoice or at the end of the Service Period if appropriate.

4.5 If you wish to move all or any of the Service Equipment to a different location you should inform us before the equipment is moved. We reserve the right to increase the rates for the service charges to reflect any additional costs of servicing the Service Equipment at the new location.

4.6 We reserve the right to:

4.6.1 charge you at our standard rates for the cost of visits and repairs to remedy faults caused by anything other than the normal use of the Service Equipment including accidental damage, misuse, fire, power supply problems, moving the Service Equipment, use of unsuitable paper and work by anyone other than our technicians; and

4.6.2 increase the service charges during the Service Period on each anniversary of the Commencement Date. If the increase is more than 5% (but not otherwise) we will give you at least 30 days written notice of the date on which the increase is to take effect and you will be able to terminate the Contract in accordance with condition 6.2.1.

4.6.3 Work required when a problem is due to errors caused by software not supplied by us or when service is required due to changes or upgrades to the network operation system application software. Or as a result of any errors, viruses or peculiar events. We reserve the right to charge £150 per hour.

4.7 If you constantly exceed the manufacturers recommended monthly volumes for the equipment, we may at our option give you either notice to terminate the agreement or increase the cost per print to a sum which we consider reflects your actual use of the equipment and our extra costs in maintaining the equipment.

4.8 There is a minimum billing charge for Service Equipment, currently set at £30. This cost is to cover our administrative and service overheads during the length of your service agreement with CBS.

5. Payments

5.1 We will normally send you an invoice:

5.1.1 for the purchase price of the Sale Equipment on or shortly after delivery;

5.1.2 for the hire charges for the Hire Equipment at the end of each month after the Commencement Date until the end of the Service Period; and

5.1.3 for the service charges for the Service Equipment at the end of each month after the Commencement Date until the end of the Service Period.

If we do not send you an invoice one month the amount due will be included in the next invoice.

5.2 All payments due under the Contract are subject to the addition of VAT at the applicable rate.

5.3 All invoices are payable within 30 days of the date of the invoice.

5.4 We will charge interest on any overdue payments at the rate of 5% above the NatWest's base rate for the period from the due date to the date of payment.

6. Service Period

6.1 The service period commences on the Commencement Date and continues until the expiry of 90 days written notice given by either of us to the other expiring at the end of the minimum period shown overleaf or any anniversary of that date.

6.2 You may terminate the Contract earlier by giving us at least 14 days written notice:

6.2.1 If we give you notice of an increase in prices under condition 4.6.2 provided we receive your notice at least 14 days before the increase is due to take effect; or

6.2.2 at any time if you pay us by way of liquidated damages one half of the hire charges and service charges that would otherwise be payable up to the earliest date on which the Contract could be terminated in accordance with condition 6.1.

6.3 We may terminate the Contract earlier by giving you at least 14 days written notice if you are in breach of the Contract or if any payment due to us is more than 14 days overdue. We may also exclude items of Service Equipment from the Contract by giving you at least 14 days written notice if we are unable to obtain parts for that equipment.

6.4 When the Contract is terminated for any reason all sums due to us up to the date of termination will be due and payable immediately.

7. Liability

7.1 In the unlikely event that we are in breach of the Contract:

7.1.1 for the supply of any Sale Equipment we will only be liable for the additional cost to you of purchasing the same equipment elsewhere;

7.1.2 for the hire of any Hire Equipment or the repair of any Service Equipment we will only be liable for the cost to you of hiring similar equipment elsewhere for the period we are unable to supply you.

7.2 We shall not be liable for any loss of business or loss or profit or for any other consequential or indirect loss or expense as a result of any breach by us of the Contract.

7.3 We will not be liable for any breach of the Contract caused by matters outside our reasonable control.

8. Assignment

8.1 The Contract is personal to you and you may only assign it with our prior written consent.

8.2 We reserve the right to assign the Contract to an associated company or limited liability partnership.

9. Cancellation of Contract

9.1 In the Event of the customer unlawfully terminating the agreement the customer shall pay liquidated damage calculated at the rate of 50% of the average metered copy and print consumption on an historic or expected minimum basis (which ever is the greatest) at the copy and print cost at the date of unlawful termination, multiplied by the number of unexpired months of the minimum period.

9.2 Unused consumables which are unpaid for remain our property. You must keep them for us to collect when the agreement ends. This also includes consumables contained within the equipment.

9.3 We will invoice you a collection charge of £250 upon cancellation of the contract which is payable up front

10. IT

IT changes after the equipment is installed; all future IT related calls are chargeable at the companies rates.