

**COMMERCE BUSINESS SYSTEMS
TERMS AND CONDITIONS FOR THE SUPPLY OF EQUIPMENT, CONSUMABLES AND
ASSOCIATED SERVICES**
(VERSION: JANUARY 2024)

These are the Standard Terms that apply to our supply of Equipment, Consumables and associated Services to you.

1. INTERPRETATION OF WORDS AND PHRASES

1.1 Some of the words and phrases in these Standard Terms mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of these Standard Terms.

2. APPLICATION OF THESE TERMS AND ORDER OF DOCUMENTS

2.1 These Standard Terms and the relevant Order apply to and form part of the Agreement between us. They take precedence over any terms and conditions of supply previously supplied by us. You acknowledge and agree that you have read, understood and agree to each of the sections and documents listed above that form this Agreement. We recommend that you retain a copy of all the documents that make up this Agreement.

2.2 No terms or conditions delivered with or contained in your purchase conditions, order or other document will form part of the Agreement between us.

2.3 Each Order issued by you shall be an offer to for us to supply the relevant Equipment, Consumables and/or Services (as applicable) to you. You are responsible for ensuring the terms of the Order are complete and accurate.

2.4 Your Order is an offer to us to supply the supply the relevant Equipment, Consumables and/or Services (as applicable) to you which we may accept or reject at our discretion. An Order shall not be accepted, and no binding obligation to supply shall arise, until the earlier of:

2.4.1 where your Order is for Consumables, the earlier of: (a) our written acceptance of the Order; or (b) delivery of the Consumables to you; and

2.4.2 for any other Order, the date we sign the Order.

2.5 Once your Order has been accepted by us under clause 2.4 it cannot be cancelled by you without our written consent beforehand (which may be given by us, at our discretion, subject to certain conditions such as the payment of cancellation Charges to us).

2.6 If there is a conflict between any of the documents listed below, the order of priority, highest first, is:

2.6.1 the Order; and

2.6.2 these Standard Terms.

3. GENERAL PRINCIPLES

3.1 We confirm we are a legal entity, authorised to agree the Agreement and provide the relevant Equipment, Consumables and/or Services we have agreed to supply under an Order accepted by us.

3.2 You confirm you are legally set up as a business, authorised to agree the Agreement and carry out your responsibilities under it.

4. EQUIPMENT AND CONSUMABLES SUPPLY

4.1 We will:

4.1.1 provide you with the Equipment and Consumables as set out in the Order;

4.1.2 provide you with a date on which the relevant Equipment and Consumables as set out in the Order will be delivered, but all such dates are estimates; and

4.1.3 deliver the Equipment and Consumables set out in the Order to the Installation Site any time after we notify you they are ready for delivery. We may make delivery in multiple consignments.

4.2 Where you ask us to deliver the Equipment and Consumables set out in the Order outside of Business Hours and we agree to do so, we may ask you to pay additional Charges at our then standard rates. We will let you know in writing of any additional Charges.

4.3 You may only use Consumables provided by us in relation to the Leased Equipment and the Maintained Equipment except that you may use plain white paper from a third party. Regardless of any other terms of the Agreement, you will be liable for any paper related service problems related to the Leased Equipment and/or Maintained Equipment (as applicable) caused or contributed to by your use of plain white paper not supplied by us.

4.4 If we deliver any Consumables in instalments; each instalment shall constitute a separate Agreement between us. Any delay in delivery or defect in an instalment of Consumables shall not entitle you to cancel any other instalment.

5. DELIVERY OF EQUIPMENT AND CONSUMABLES

5.1 Delivery of the Equipment and the Consumables shall be completed on their arrival at the Installation Site.

5.2 Within three Business Days from the date of delivery you will let us know in writing if there is any damage to the Equipment or Consumables or any other discrepancy in the Equipment or Consumables that we deliver to you, apart from where the damage is caused by you. You will let us know the model and part numbers of affected Equipment.

5.3 The only remedy that you will have for any Equipment or Consumables that is incomplete or damaged on delivery will be the replacement by us at our own expense. We will not be liable to you where you have not let us know about the incomplete or damaged Equipment or Consumables as set out in clause 5.2.

5.4 If you do something that might delay delivery of any Equipment or Consumables, we may put back to a later date the date of delivery we provide to you. If the delay continues for more than 10 Business Days:

5.4.1 we will be entitled to invoice/commence invoicing you for the Charges for Equipment or Consumables subject to the delayed delivery;

5.4.2 regardless of what it says in clause 6.2, risk in the relevant Equipment or Consumables subject to the delayed delivery will pass to you on the date of the invoice or delivery of the relevant Equipment or Consumables whichever occurs first; and

5.4.3 in addition we may charge a reasonable amount as a storage Charge for holding the Equipment and Consumables as a result of your delay.

5.5 Unless otherwise agreed with us, you are responsible for disposal of all packaging.

5.6 Except where you have relied on our written advice, it is your responsibility to satisfy yourself as to the suitability of Equipment for your needs.

6. TITLE AND RISK IN EQUIPMENT AND CONSUMABLES

6.1 Title in and ownership of:

6.1.1 the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;

6.1.2 the Leased Equipment (including any replacement parts) will remain with us at all times;

6.1.3 any replacement parts supplied by us to you as part of the Maintenance Services in respect of Purchased Equipment will pass to you when we have installed the replacement parts and the Incident has been cleared; and

6.1.4 the Consumables (except for the Intellectual Property Rights) will pass to you when you have paid for the Consumables in full.

6.2 Risk will pass to you on delivery of the Equipment or Consumables (as applicable), but you will not be liable for any loss or damage that is caused by our negligence.

7. PURCHASED EQUIPMENT WARRANTY

7.1 During the period we give you written notice of (which will be the length of the manufacturer's warranty), if you report to us that there is an Incident in the Purchased Equipment in respect of which we do not provide Maintenance Services which is due to faulty design, manufacture or materials, we will, or will arrange for the manufacturer or other third party to, replace or (at our option) repair the part affected by, or causing the Incident in accordance with the relevant manufacturer's warranty, unless:

7.1.1 the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any;

7.1.2 the Purchased Equipment has been modified without our written consent;

7.1.3 the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than us, or a third party authorised by us; or

7.1.4 the Incident is due to fair wear and tear.

7.2 If requested by us, you will return the Purchased Equipment affected by an Incident to us or to the manufacturer or other third party, in accordance with our instructions, for repair or replacement as set out in clause 7.1.

7.3 We do not make any representations, whether express or implied, about whether the Purchased Equipment will operate in combination with any other equipment or software.

8. THE MAINTENANCE SERVICES

Maintenance Acceptance Tests

8.1 If the Maintained Equipment has been supplied to you by a third party, we may require the Maintained Equipment to pass a Maintenance Acceptance Test prior to the commencement of the Maintenance Services.

8.2 If the Maintained Equipment fails any Maintenance Acceptance Test:

8.2.1 you will authorise us to carry out any remedial work required by us to bring the Maintained Equipment to the appropriate software and hardware level or standard, and you will pay us

Charges for such remedial work that we will both agree prior to us completing such work; or

8.2.2 you will arrange at your own expense for remedial work to bring the Maintained Equipment to the appropriate software and hardware level or standard required by us. We will review the remedial work and may raise a Charge for a second Maintenance Acceptance Test, such Charge to be agreed by both of us in advance; and/or

8.2.3 we may terminate the Agreement (in whole or in part) and you will pay us the relevant Charges for the Maintenance Acceptance Test(s).

The Maintenance Services

8.3 The Maintenance Services will cover the following:

8.3.1 Incidents resulting from normal wear and tear; and

8.3.2 where we agree to supply the same, Incidents or work resulting from other causes or circumstances, but we will charge you an additional Charge for such other work required due to those causes or circumstances. These may include: (a) misuse or neglect; (b) incorrect environmental conditions including incorrect temperature and humidity levels; (c) faulty manufacture or equipment design; (d) mains electrical surges or failures; (e) lightning damage; (f) electromagnetic interference; (g) any other accidental or deliberate damage; (h) maintenance, alteration, modification or adjustment of the maintained equipment other than by us; (i) connection of other equipment to the Maintained Equipment other than by us; (j) CBS being denied access to the Maintained Equipment; (k) moving the Maintained Equipment from the Installation Site; (l) use of the Maintained Equipment contrary to the Agreement or the manufacturer's instructions.

Notification of and dealing with Incidents

8.4 Where you become aware of an Incident during the Maintenance Services Term:

8.4.1 you will report it to us promptly by telephoning the number set out in the Order or such other number as we may notify to you, providing all information we reasonably require in connection with the Incident including the Installation Site location and your billing account number;

8.4.2 we will respond to the Incident report by:

8.4.2.1 providing advice by telephone, including where appropriate, advice as to tests and checks to be carried out by you;

8.4.2.2 where possible, carrying out diagnostic checks from our premises; and

8.4.2.3 where we consider it necessary, and as soon as reasonably practicable, visiting the Installation Site where the processes in clauses 8.4.2.1 and 8.4.2.2 do not diagnose or clear the Incident.

What we will do

8.5 We will:

8.5.1 provide the Maintenance Services with reasonable skill and care;

8.5.2 provide Maintenance Services by servicing the Maintained Equipment in accordance with our normal practices or the manufacturer's guidelines during Business Hours; and

8.5.3 respond and use reasonable endeavours to remedy an Incident as soon as reasonably practicable during our Business Hours.

8.6 Where you ask us to perform any Maintenance Services outside of Business Hours and we agree to do so, we may ask you to, and you will, pay additional Charges at our then standard rates.

8.7 Without prejudice to our other rights, if we (in our sole discretion) determine we are unable to: (a) obtain parts for; or (b) repair the Maintained Equipment, in each case, within a reasonable period of time following an Incident, we may replace, and you will accept the replacement of, the Maintained Equipment with an equivalent item of equipment.

9. YOUR OBLIGATIONS RELATED TO EQUIPMENT, MAINTAINED EQUIPMENT AND CONSUMABLES

9.1 Until ownership in the Purchased Equipment and Consumables transfer to you in accordance with clause 6.1, at all times in respect of the Leased Equipment and in respect of the Maintained Equipment during the Maintenance Services Term (to avoid doubt, where, Maintained Equipment is also: (a) Leased Equipment, the obligations in this clause will apply at all times; and (b) Purchased Equipment, the obligations in this clause will apply during the Maintenance Services Term) you will:

9.1.1 keep the Equipment, Maintained Equipment and Consumables (as applicable) safe and without risk to health;

9.1.2 ensure that the conditions, premises and general environment in which the Equipment, Maintained Equipment and Consumables (as applicable) are kept and/or used do not adversely affect its condition or functionality or otherwise place put it or any part if it at risk;

9.1.3 only use the Equipment, Maintained Equipment and Consumables (as applicable), or allow it to be used, in accordance with the manufacturer's instructions, any instructions we may give and for the purpose for which it is designed;

9.1.4 not move the Equipment, Maintained Equipment and Consumables (as applicable) or any part of it from the Installation Site without our prior written consent. We reserve the right to increase the Copy/Print Charges and our other Charges as a condition of granting such consent. If you wish to move the Leased Equipment or the Maintained Equipment (as applicable) outside our service area we may on giving you written notice terminate the Agreement and you will be liable to pay us the Discounted Termination Charges as if you had terminated the Agreement under clause 19.2.

9.1.5 not make any alterations or attachments to the Equipment or the Maintained Equipment (as applicable) without our prior written consent. If we give any such consent in respect of any Leased Equipment, any alterations or attachments will become part of the Leased Equipment;

9.1.6 not destroy, deface or obscure any identifying mark on or in relation to the Equipment (as applicable);

9.1.7 not sell, charge, assign, transfer or dispose of or part with possession of the Equipment, Maintained Equipment or Consumables (as applicable) or any part of it;

9.1.8 not allow any lien, encumbrance or security interest over the Equipment, Maintained Equipment and Consumables (as applicable), nor pledge the credit of CBS for the repair of the Equipment or the Maintained Equipment (as applicable) or otherwise;

9.1.9 not claim to be owner of the Equipment (as applicable) and ensure that the owner of the Installation Site will not claim ownership of the Equipment, even if the Equipment is fixed to the Installation Site;

9.1.10 obtain appropriate insurance against any damage to or theft or loss of the Equipment and Consumables (as applicable) and hold the proceeds of such insurance on trust for us, and not mix them with any other money nor place the proceeds into an overdrawn bank account;

9.1.11 not allow anyone other than us to maintain, alter, modify or adjust the Equipment and Maintained Equipment (as applicable), without our prior written consent;

9.1.12 indemnify us against all claims and proceedings arising from: (a) your use of the Equipment or the Maintained Equipment (as applicable); or (b) if the Equipment or the Maintained Equipment (as applicable) is damaged, stolen or lost;

9.1.13 keep us informed of anything which may affect our rights, or involve us in any proceedings, loss or liability;

9.1.14 ensure that the Equipment appears in our name in your accounting books;

9.1.15 give us access to the Equipment and Maintained Equipment (as applicable) and you hereby grant (or shall procure the grant) of a licence to us to enter any relevant premises for such purposes; and

9.1.16 if there is a threatened seizure of the Equipment, or if an Insolvency Event applies (or may apply) to you, immediately notify us and we may take any action necessary to (and you grant to us or shall procure the grant to us of all necessary rights, consents and licences to) repossess the Equipment. You will also notify interested third parties that we own the Equipment. In such circumstances, we may on giving you written notice terminate the Agreement and, without prejudice to our other rights and remedies, you will be liable to pay us the Discounted Termination Charges as if you had terminated the Agreement under clause 19.2.

10. INSTALLATION SERVICE AND NETWORK SERVICES

10.1 We will install the Equipment at the Installation Site, in which case we will:

10.1.1 test the Equipment (as applicable) so it is ready for use; and

10.1.2 on the date we have completed those tests, confirm to you the Equipment is available for you to use,

collectively the **Installation Services**.

10.2 Where we agree to provide the Network Services, we will use reasonable endeavours to:

10.2.1 remedy network drop out issues;

10.2.2 facilitate the change of your router/internet service provider;

10.2.3 remedy scan to file and/or email issues;

10.2.4 facilitate the setup of additional PCs or Macs to print or scan; and

10.2.5 facilitate the addition or removal of users to the address books,

- in each case during the Maintenance Service Term in relation to each item of Maintained Equipment connected to your network. The services detailed in this clause 10.2 shall be referred to as the **Network Services**.
- 10.3 You will submit Network Services support requests to us by telephone.
- 10.4 Our Charges for the Network Services are £25 per month per item of Maintained Equipment (the **Network Support Charge**). That Network Support Charge is calculated on the basis that the total amount of time we spend in performing Network Services in any month will not exceed 1 hour per item of Maintained Equipment (so, for example, if you have three items of Maintained Equipment, your monthly allowance shall be 3 hours). We will debit all Network Services (in ¼ hour increments with a ¼ minimum per support request) against your monthly allowance. Your allowance applies each month. Any unused allowance from previous months shall not be rolled forward. We will raise additional Charges at our then standard rates in respect of any additional Network Services provided that exceed your monthly allowance in any month.
- 10.5 We will perform the Installation Services and the Network Services using reasonable skill and care.
- 10.6 Our charges for the Scanning Support are £5 per month per item of Maintained Equipment (the **Scanning Support Charge**).
- 11. WHAT YOU HAVE TO DO GENERALLY**
- 11.1 You will:
- 11.1.1 provide us with the names and contact details of the Customer Contact, but we may also accept instructions from a person who we reasonably believe is acting within your authority;
- 11.1.2 provide us with any information, documents, materials, data or other items reasonably required by us, without undue delay, and you will make sure the same is accurate, up-to-date and complete;
- 11.1.3 cooperate with us and comply with any reasonable requests we make to help us provide any Equipment, Consumables and/or Services, including in diagnosing Incidents;
- 11.1.4 complete any preparation activities that we may request to enable you to receive any Equipment, Consumables or Service and in accordance with any reasonably agreed timescales;
- 11.1.5 prepare and maintain the Installation Site for the installation of the Equipment (as applicable) in accordance with our reasonable instructions and applicable installation standards;
- 11.1.6 prepare and maintain a safe operational environment for the Equipment and Maintained Equipment;
- 11.1.7 comply with any of your additional or special responsibilities and obligations specified in each Order, or otherwise agreed between us from time to time;
- 11.1.8 obtain and maintain all the consents, licences, permissions and authorisations we both need and keep them up to date so we can provide the Equipment and Services at the Installation Sites;
- 11.1.9 provide us and our employees, agents, consultants and subcontractors with access to any Installation Site(s) to enable us to set up, deliver and install the Equipment and otherwise to provide the Services;
- 11.1.10 provide us and our employees, agents, consultants and subcontractors with access to any Installation Site(s) or any other premises to repossess the Leased Equipment and Purchased Equipment and Consumables (where title in those Purchased Equipment and/or Consumables have not passed to you) on termination of the Agreement;
- 11.1.11 comply with Applicable Law, and make sure that your Representatives do as well; and
- 11.1.12 obtain and maintain all necessary licences, permits and consents required to enable us to perform the Services.
- 12. WHEN WE ARE NOT TO BLAME**
- 12.1 We will not be liable if we fail to do something under the Agreement to the extent our failure is due to or contributed to by:
- 12.1.1 your failure to carry out any of your (or their) responsibilities, or you (or they) carrying them out late, in which case you will pay us for any reasonable costs we incur as a result of your (or their) failure;
- 12.1.2 anyone other than us, our Affiliates or suppliers doing something, or not doing something, they need to do;
- 12.1.3 a Force Majeure Event; or
- 12.1.4 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.
- 13. CHARGES**
- 13.1 Our Charges shall be as set out in the Order or, if they are not set out in the Order, they will be calculated in accordance with our standard charges in force from time to time or as otherwise referred to in these Standard Terms.
- 13.2 The amounts payable by you under the Agreement are exclusive of VAT. Where it applies, you will pay us VAT (at the prevailing rate when the payment is due to be made by you) on the sums payable under the Agreement. To avoid doubt, we may vary the Charges at any time to take account of any change in VAT and all other taxes.
- 13.3 Subject to clause 13.4, we may increase the Charges at any time following after the first 12 months following the Effective Date provided that:
- 13.3.1 the number of Charges increases in any contract year (i.e. a 12 month period from the Effective Date) does not exceed one; and
- 13.3.2 the increase does not exceed 12.5% of the Charges in effect immediately prior to the increase.
- 13.4 Where any Charges are specified as being calculated in accordance with our 'standard rates', 'rates in force from time to time' or similar reference, we may increase and change those Charges in our discretion at any time.
- 14. PAYMENT**
- 14.1 Unless otherwise agreed with you in writing, we will normally invoice you for:
- 14.1.1 the Purchase Charges for the Purchased Equipment, on delivery;
- 14.1.2 the Rental Charges for the Leased Equipment, monthly in advance;
- 14.1.3 the Network Support Charge for the Network Services, monthly in advance;
- 14.1.4 the Charges for Consumables which shall be calculated at our then standard rates, on delivery of the Consumables;
- 14.1.5 the Copy/Print Charges for the Maintenance Services where clause 14.1.6 does not apply, monthly in arrears;
- 14.1.6 the Charges for Maintenance Services where the Incident does not result from normal wear and tear (**Additional Maintenance Charges**) which shall be charged at then standard rates, monthly in arrears;
- 14.1.7 an annual service Charge of £50 plus VAT in January of each year;
- 14.1.8 a setup administration Charge of £100 plus VAT; and
- 14.1.9 any other Charges charged at our then standard rates or otherwise referred to in these Standard Terms (excluding those sums specified as payable on termination of the Agreement, which shall be payable in accordance with clause 22), monthly in arrears.
- 14.2 We will work out the Copy/Print Charges based on details that we record per Maintained Equipment. However, if requested by us, you must tell us the number of black and white and colour copies made by each piece of the Maintained Equipment each month during the Maintenance Services Term no later than the 20th of the following month to enable us to calculate the Copy/Print Charges. The **Copy/Print Charges** will be: (a) calculated on your actual number of copies in the relevant month in accordance with the copy/print rates set out in the Order; or (b) calculated on an average of your number of copies over the preceding 12 month period per month in accordance with the copy/print rates set out in the Order; or (v) will be £30 plus VAT for the relevant month, whichever is the greater (to avoid doubt, in each case, as those rates and Charges are updated in accordance with clause 13.3). For each page copied on paper greater than A4 size, you will pay Copy/Print Charges equal to the amount of A4 pages that fit with that greater paper size.
- 14.3 Please note the Copy/Print Charges include the supply of black toner and/or colour toner for the Maintained Equipment set out in the Order with a tick in the appropriate column. We will charge for all other Consumables.
- 14.4 We reserve the right to charge you additional Charges at our then standard rates if you use more toner in the Maintained Equipment than the manufacturer's documents would anticipate being used for the relevant number of copies produced.
- 14.5 Unless otherwise agreed with you, you will pay each of our invoices:
- 14.5.1 within 28 days of our invoice date in pounds sterling;
- 14.5.2 unless we agree otherwise, by direct debit. If any direct debit is cancelled or declined, we may charge you an administration Charge of £25 plus VAT per cancelled or declined transaction; and
- 14.5.3 in full and in clear funds, without deduction or set-off.
- 14.6 If you do not pay any of our invoices by the due date, without limiting our other rights, we may:
- 14.6.1 charge you an administration Charge of £45 plus VAT per invoice wholly or partially unpaid;
- 14.6.2 charge you interest on the unpaid amount at 4 per cent a year above HSBC PLC's base rate from time to time in force. That interest will compound on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment; and
- 14.6.3 restrict or suspend the Services under clause 19.
- 14.7 You will pay us any reasonable costs that we incur when recovering any amount you owe us.
- 14.8 We may on giving you written notice reduce the number of days you have to pay each invoice:
- 14.8.1 where:
- 14.8.1.1 you issue a profit warning; or
- 14.8.1.2 any credit agency reduces your credit rating; and
- 14.8.2 we reasonably consider that this will affect your ability to pay our invoices.
- 14.9 As part of our credit management procedures, we may at any time:
- 14.9.1 require you to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by us; and
- 14.9.2 carry out a credit check on you. You will provide us or our agents with any information we or they may reasonably require for this.
- 14.10 Where applicable, you are liable for any Withholding Taxes on payments to us, so that the net amount we receive is not less than the amount invoiced to you.
- 14.11 If you do not agree with something in an invoice we send you:
- 14.11.1 before you have made payment, you will give us written notice within 7 days after the date of the invoice; and
- 14.11.2 after you have made payment, you will give us written notice of that dispute within two months after the date of the invoice.
- 14.12 We will both settle an invoice dispute in accordance with clause 23 and you will pay the amount we both finally agree on within five days of both of us agreeing it. You will always pay the undisputed amount of an invoice on the due date for payment.
- 14.13 We may still charge you a late payment charge or interest in accordance with clause 14.6 for any amount that we both agree is payable under clause 14.12.
- 15. INTELLECTUAL PROPERTY RIGHTS**
- 15.1 Intellectual Property Rights will carry on being their original owner's property.
- 15.2 Where the Equipment includes Software that is licensed by a third party who requires you to accept their terms of use, we will only provide you Equipment and any Services related thereto if you have entered into an end user licence agreement with the relevant third party, as may be amended or supplemented from time to time by the relevant third party (**EULA**).
- 15.3 By accepting the terms of the EULA, you acknowledge their conditions and agree to observe and comply with them.
- 15.4 If you do not comply with or observe the EULA, we may restrict or suspend the Services upon written notice to you and clause 20 will apply to any restriction or suspension of the Services in accordance with this clause 15.4.
- 15.5 You will accept responsibility in accordance with the terms of the EULA for the use of the Software.
- 15.6 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA will be between you and the relevant third party.
- 15.7 You will deal with the relevant third party with respect to any loss or damage suffered by you or the relevant third party under the EULA and such loss or damage will not be enforceable against us.
- 15.8 Where the EULA is presented in the form of a 'click to accept' type function and we configure or install Software on your behalf you give us the authority to bind you to the EULA.
- 15.9 You will not and will procure each of your Representatives do not copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or we have given you permission in writing.
- 16. PERSONAL DATA**
- 16.1 We will either be a Controller, Processor or both under the Agreement depending on the type of Personal Data Processed and the purpose of the Processing. If we act as Processor, clauses 16.2 to 16.11 shall apply. If we act as a Controller, clause 16.12 shall apply. In all circumstances clause 16.13 shall apply.
- 16.2 We will process Protected Data in compliance with the obligations placed on us under Data Protection Laws and the terms of the Agreement.
- 16.3 The subject-matter, duration, nature and purpose of the processing, the type of Protected Data and categories of Data Subjects will be agreed by us separately in writing.
- 16.4 We will:
- 16.4.1 only process (and shall ensure our Personnel only process) the Protected Data in accordance with the Agreement (and not otherwise unless alternative processing instructions are agreed between us in writing) except where otherwise required by Applicable Laws (and we will inform you of that legal requirement before processing, unless Applicable Laws prevent us doing so on important grounds of public interest); and without prejudice to clause 16.4.1, if we believe that any instruction received by us from you is likely to infringe any Data Protection Laws we will inform you and be entitled to cease to provide the relevant Services until we have agreed between us appropriate amended instructions which are not infringing.
- 16.5 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, we will implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the UK GDPR.
- 16.6 We will:
- 16.6.1 not permit any processing of Protected Data by any agent, sub-contractor or other third party without your prior written authorisation. You provide us that permission by entering into the Agreement and acknowledge that in accordance with clause 29.7 we may subcontract the performance of the Services (whether wholly or partially) to our suppliers and subcontractors;
- 16.6.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 16 that is enforceable by us and ensure each such Sub-Processor complies with all such obligations;
- 16.6.3 remain liable to you under the Agreement for all the acts and omissions of each Sub-Processor as if they were our own; and
- 16.6.4 ensure that all persons authorised by us or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 16.7 We shall (at your cost):
- 16.7.1 assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the UK GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to us; and
- 16.7.2 taking into account the nature of the processing, assist you (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 16.8 We shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the UK or European Economic Area or to any International Organisation unless we have ensured that such transfer is effected by way of a Lawful Safeguard. You hereby authorise us to make such transfers where a Lawful Safeguard is in place.
- 16.9 We will, in accordance with Data Protection Laws, make available to you such information that is in our possession or control as is necessary to demonstrate our compliance with the obligations placed on us under this clause 16 and to demonstrate compliance with the obligations on each of us imposed by Article 28 of the UK GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by you (or another auditor mandated by you) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 16.9), provided:
- 16.9.1 the audit will: not disrupt our business; be conducted during Business Days; not interfere with the interests of our other clients; not cause us to breach our confidentiality obligations with our other clients, suppliers or any other organisation; and not exceed a period of two successive Business Days;

- 16.9.2 you (or your third party auditor) will comply with our relevant security policies and appropriate confidentiality obligations; and
- 16.9.3 you will reimburse our reasonable costs associated with the audit.
- 16.10 On the end of the provision of the Services relating to the processing of Protected Data, at your cost and at your option, we shall either return all of the Protected Data to you or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires us to store such Protected Data.
- 16.11 You agree the Agreement contains your complete instructions to us for the processing of the Protected Data and any additional instructions or changes to the instructions will be incorporated into this Agreement in accordance with clause 16.4.1 to take account of any resulting change in the Charges or the Service.
- 16.12 If we act as a Controller of your Personal Data we will Process the Personal Data in accordance with Data Protection Laws and as set out in the CBS Privacy Policy.
- 16.13 You:
- 16.13.1 will comply with applicable Data Protection Laws and will fulfil all the requirements necessary for the provision of the Services by us, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Protected Data with us;
- 16.13.2 will only disclose to us the Personal Data that we require to perform the Service; and
- 16.13.3 confirm all data sourced by you for use in connection with the Services, prior to such data being provided to or accessed by us for the performance of the Services under this Agreement, shall comply in all respects, including in terms of its collection, storage and processing (which shall include you providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws.
- 17. KEEPING THINGS CONFIDENTIAL**
- 17.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:
- 17.1.1 to meet its responsibilities or to receive any benefit under the Agreement, and then only to its Affiliates, its Representatives and Representatives of its Affiliates and, for us only, our subcontractors and suppliers, who need to know about the Confidential Information; or
- 17.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says it has to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.
- 17.2 The party receiving the Confidential Information from the disclosing party in accordance with clause 17.1 will ensure that the people it discloses the information to in accordance with clause 17.1 comply with this clause 17.
- 17.3 This clause 17 will continue without limitation of time.
- 18. ANTI-BRIBERY**
- 18.1 The expressions **adequate procedures** and **associated with** shall have the meanings set out in the Bribery Act 2010 and legislation or guidance published under it.
- 18.2 Each of us will comply with the Bribery Act 2010 including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 18.2.1 all of that party's personnel;
- 18.2.2 all others associated with that party; and
- 18.2.3 all of that party's sub-contractors; involved in performing the Agreement also comply.
- 18.3 Without limiting clause 18.2, neither of us shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 18.4 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 18.
- 19. CONTRACT TERM FOR MAINTENANCE SERVICES**
- 19.1 Where we supply Maintenance Services to you under an Order, they will start on the Commencement Date and will, unless one of us ends it (in a way that these Standard Terms allow), carry on for the Initial Term and shall automatically continue thereafter for further consecutive periods of 12 months (each, a **Renewal Term**) unless terminated by either of us giving the other party not less than three months' written notice to terminate the Agreement, such notice to expire at the end of the Initial Term or, as the case may be, the relevant Renewal Term (collectively, the **Maintenance Services Term**).
- 19.2 You may however terminate the Maintenance Services before the end of the Initial Term or then current Renewal Term by giving us at least 14 days written notice provided that in such circumstances we may invoice you for and you shall pay the Discounted Termination Charge.
- 20. RESTRICTING OR SUSPENDING A SERVICE**
- 20.1 We may restrict or suspend any Service if:
- 20.1.1 you do not pay us any sums under the Agreement on time and in the way described in clause 14; or
- 20.1.2 if you do not pay what you owe us under any other contract that you have entered into with us, as set out in that other contract.
- 21. TERMINATING THE AGREEMENT WHEN SOMETHING GOES WRONG**
- 21.1 Either of us may terminate the Agreement in whole or in part immediately by giving the other party written notice if:
- 21.1.1 the other party materially breaches the Agreement and such breach cannot be remedied;
- 21.1.2 the other party materially breaches the Agreement and such breach can be remedied but the other party has not remedied the breach within 30 days after receiving the written notice; or
- 21.1.3 the other party suffers an Insolvency Event.
- 21.2 The right of a party to terminate the Agreement pursuant to clause 21.1.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 21.3 We may terminate the Agreement in whole or in part immediately by giving you written notice to terminate:
- 21.3.1 if you do not pay what you owe us under the Agreement or any other contract that you have entered into with us on due date for payment; or
- 21.3.2 if you undergo a change of Control or if you announce you will undergo a change of Control.
- 21.4 We may exclude items of Maintained Equipment from the Maintenance Services on giving you at least 14 days written notice if having used reasonable efforts to do so, we are unable to obtain replacement parts for that Maintained Equipment.
- 21.5 If the Agreement is terminated by us under clauses 21.1 or 21.3 and without prejudice to our other rights and remedies, you shall pay us the Termination Charges. You acknowledge that the Termination Charge represent a genuine pre-estimate of the loss suffered by us due to early termination in those circumstances, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.
- 22. WHAT HAPPENS WHEN THE AGREEMENT IS TERMINATED**
- 22.1 If the Agreement or a Service is terminated or expires, for any reason:
- 22.1.1 it will not affect any rights that either of us have up to that point;
- 22.1.2 you shall immediately pay all us all our outstanding invoices and interest;
- 22.1.3 we will invoice you for all outstanding Charges and, where applicable, the Discounted Termination Charges or Termination Charges and payment shall be due immediately on receipt of an invoice by you or request from us;
- 22.1.4 you will provide us with all assistance necessary to remove Leased Equipment and any Purchased Equipment and Consumables in respect of which title has not passed to you in accordance with clause 6.1 from the Installation Site (or any other address in which they are located). You acknowledge and accept that we may enter any premises owned or under your control to take possession of them;
- 22.1.5 if requested by us, you will disconnect any Leased Equipment and any Purchased Equipment in respect of which title has not passed to you in accordance with clause 6.1 from the Installation Site;
- 22.1.6 you will not dispose of or use Leased Equipment and any Purchased Equipment in respect of which title has not passed to you in accordance with clause 6.1 other than in accordance with our written instructions or authorisation;
- 22.1.7 you will not and will not allow any third party to remove Leased Equipment and any Purchased Equipment and Consumables in respect of which title has not passed to you in accordance with clause 6.1 from the Installation Site;
- 22.1.8 pay us Charges for: (a) collecting the Leased Equipment and any Purchased Equipment in respect of which title has not passed to you in accordance with clause 6.1 from the Installation Site (or any other address in which they are located) (as at the Effective Date, the Charges for this are £250 plus VAT per item of Equipment); and (b) the removal and wiping of the hard drive and main memory clear of the Leased Equipment and any Purchased Equipment in respect of which title has not passed to you in accordance with clause 6.1 (as at the Effective Date, the Charges for this are £180 plus VAT per item of Equipment);
- 22.1.9 each of us will return or destroy any of the other's Confidential Information within a reasonable time (except for any Confidential Information which it is necessary for a party to keep in order to comply with Applicable Law); and
- 22.1.10 any part of the Agreement which expressly or by implication is intended to survive termination or expiry will do so.
- 23. DISPUTE RESOLUTION**
- 23.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Agreement, and to avoid having to involve the courts or any other authority.
- 23.2 We will both use the following dispute resolution process:
- 23.2.1 whichever of us is affected will provide written notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;
- 23.2.2 we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days; and
- 23.2.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at director level or above).
- 23.3 Nothing in this clauses 23.1 or 23.2 stops either of us:
- 23.3.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm;
- 23.3.2 going to a court of competent jurisdiction if either of us considers it reasonable; or
- 23.3.3 doing anything else this Agreement lets us do.
- 24. HOW FAR WE EACH ARE RESPONSIBLE**
- 24.1 Nothing in the Agreement excludes or limits the liability of either of us for:
- 24.1.1 death or personal injury caused by either of us being negligent;
- 24.1.2 fraud or fraudulent misrepresentation; or
- 24.1.3 any other liability that cannot be excluded or limited by applicable law.
- 24.2 Subject to clause 24.1, we will be not be held liable under or in connection with the Agreement and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for any of the following losses, no matter if those losses are direct or indirect: loss of profit, revenue or anticipated savings; loss of business or contracts; loss of goodwill; loss from wasted expenditure, wasted time or business interruption; loss, destruction or corruption of data; any liability to third parties unless a clause in the Agreement says something different; and any special, indirect or consequential loss or damage.
- 24.3 Subject to clauses 24.1 and 24.2, our total liability to you under or in connection with the Agreement, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to:
- 24.3.1 in respect of the supply of any Equipment, to the Purchase Charges or Rental Charges (as applicable) paid or payable by you for the Equipment in respect of the Order to which the claim relates;
- 24.3.2 in respect of the supply of the Maintenance Services:
- 24.3.2.1 where the first incident occurs in the first 12 months of the Agreement, to the Copy/Print Charges and Additional Maintenance Charges that were paid or payable by you for the first 12 months from the Commencement Date in respect of the relevant Maintenance Services supplied under the Order to which the claim relates; and
- 24.3.2.2 where the first incident occurs at any other time, to the mean of the monthly Copy/Print Charges and Additional Maintenance Charges that were paid or payable by you, from the Commencement Date to the date when the first incident occurred, multiplied by 12 in respect of the relevant Maintenance Services supplied under the Order to which the claims relates; and
- 24.3.3 in respect of the supply of the Network Services:
- 24.3.3.1 where the first incident occurs in the first 12 months of the Agreement, to the Network Support Charges that were paid or payable by you for the first 12 months from the Commencement Date in respect of the relevant Network Services supplied under the Order to which the claim relates; and
- 24.3.3.2 where the first incident occurs at any other time, to the mean of the monthly Network Support Charges that were paid or payable by you, from the Commencement Date to the date when the first incident occurred, multiplied by 12 in respect of the relevant Network Services supplied under the Order to which the claims relates; and
- 24.3.4 in respect of the supply of the Consumables, to the amount paid or payable by you for the Consumables in respect of the Order to which the claim relates; and
- 24.3.5 in respect of any other liability not falling within the scope of clauses 24.3.1 to 24.3.4 to the greater of: (a) £1,000; and (b) the Copy/Print Charges payable by you for Maintenance Services in the 12 month period prior to the date the incident giving rise to the claim first occurred.
- 24.4 We exclude from the Agreement, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 25. THINGS OUTSIDE OUR CONTROL**
- 25.1 If we are affected by a Force Majeure Event we will:
- 25.1.1 not be liable for failing to do something we should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event; and
- 25.1.2 have a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event.
- 25.2 Nothing in this clause 25 affects your obligation to pay us any amounts payable under the Agreement on time and in the way described in clause 14.
- 26. NOTICES**
- 26.1 If one of us needs to give the other notice, they will do it in writing, in English and:
- 26.1.1 send it by email, in the case of notices from us to you only;
- 26.1.2 deliver it by hand; or
- 26.1.3 send it by first class post, recorded delivery or courier.
- 26.2 Notices need to be sent to:
- 26.2.1 us, at the postal address shown on our invoice or any other address that we tell you to send notices to; or
- 26.2.2 you, at the address that you ask us to send invoices to, your primary email address or your registered office address as of the date of the notice or any other address or email address you tell us to use by giving notice to us.
- 26.3 The recipient of the notice is deemed to have received the notice on the date (or if the date is not a Business Day, then on the next Business Day):
- 26.3.1 of transmission, if it is an email;
- 26.3.2 the notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or
- 26.3.3 two days after posting, if it is sent by first-class post or recorded delivery.
- 27. NON-SOLICITATION**
- 27.1 In order to protect our legitimate business interests, during the Restricted Period you shall not, either directly or indirectly, by or through yourself, any of your Affiliates, agents or otherwise, or in conjunction with your any of your Affiliates, agents or otherwise, whether for your own benefit or for the benefit of any other person:
- 27.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of ours with a view to employing or engaging the Restricted Person, or
- 27.1.2 employ or engage, or offer to employ or engage a Restricted Person of ours, without our prior written consent beforehand.
- 27.2 Notwithstanding clause 27.1 you may employ or engage a Restricted Person of ours who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by you or via an advertisement placed publicly by you (either in the press, social media, online or in trade and industry publications).
- 28. TUPE**
- 28.1 You warrant that, as a result of us providing the Services, there is no person whose contract of employment will have the effect as if it was originally made between that person and us in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**TUPE**) or otherwise.
- 28.2 You will indemnify us and keep us indemnified from and against any TUPE liabilities that we suffer or incur arising from the transfer to us of the contract of employment of any person in breach of the warranty given in clause 28.1 including, without limitation, any TUPE liabilities suffered or incurred in connection with:
- 28.2.1 any employment costs of any such person; or

28.2.2 the employment or termination of employment of any such person prior to, on or after the date we commence supply of the Services.

29. OTHER GENERAL TERMS

29.1 By giving you written notice, we can novate the Agreement, our obligations or an Order to another person. If we do, all our rights, responsibilities and liabilities will transfer to that other person and you will need to deal with that person instead of us as we will no longer be a party to the Agreement in relation to the aspects novated.

29.2 Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.

29.3 The Standard Terms, the Order and any other documents referenced in any of those documents set out the terms agreed between both of us and replace any previous communication between us. Your own terms are not part of the Agreement even if you provided them to us before signing the Order or if you send them to us. By agreeing to the Agreement, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Agreement.

29.4 Except as set out otherwise in the Agreement, a person who is not a party to the Agreement will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any its terms.

29.5 Except where the Agreement provides otherwise, the Agreement does not create any partnership, exclusive arrangement or joint venture between us, or authorise either of us to enter any commitments for, or on the behalf of, the other.

29.6 If either of us does not do, or delays doing, something that the Agreement allows, they will have waived their right to do it.

29.7 We may:

29.7.1 assign the benefit of the Agreement to another entity or person; and
29.7.2 subcontract our responsibilities under the Agreement to another person or entity, but if we do, we will still be responsible to you.

29.8 The Agreement is personal to you. To the fullest extent permitted by Applicable Law, if you want to assign, subcontract or transfer your rights and obligations under the Agreement (as applicable), you need to get our written permission beforehand.

29.9 If any court of competent jurisdiction finds that any part of the Agreement is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Agreement will be affected. If any illegal, invalid or unenforceable part of the Agreement would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Agreement so it reflects what we both originally intended as much as possible.

29.10 Except where the Agreement provides otherwise, it cannot be varied without both of us agreeing to the variation.

29.11 The laws of England and Wales will apply to the Agreement and any disputes or claims in connection with it or our relationship, including non-contractual ones.

29.12 We both agree the courts of England and Wales will have exclusive jurisdiction over any disputes or claims connected to the Agreement or our relationship.

30. DEFINED TERMS

This document contains definitions which are written with a capital letter. These definitions have the following meanings:

Additional Maintenance Charges has the meaning given to that term in clause 14.1.6.

Affiliates means any entity that directly or indirectly Controls or is Controlled by, or is under common Control with another entity.

Agreement means the agreement between you and us for the supply of Equipment, Consumables and/or Services incorporating these Standard Terms the Order and any other documents referenced in these Standard Terms or the Order.

Applicable Law means any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service.

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England.

Business Hours means 9:00am to 5:30pm Monday to Thursday and 9:00am to 4:30pm on Friday on Business Days.

CBS, we, us and our means Commerce Business Systems Limited of Crossley Hall Centre, Thornton Road, Bradford, West Yorkshire, BD8 0HH, registered in England with company number 04595296, except where it is clear from the context that references to "we" or "our" means both of us.

CBS Privacy Policy means the policy that we have implemented and may update from time to time on how we Process Personal Data when we act as Data Controller.

Charges means the fees and charges that you pay us in relation to each supply of the Equipment, Consumables and Services which include, without limitation, the Additional Maintenance Charges, the Copy/Print Charges, the Network Support Charges, the Purchase Charges, the Rental Charges, and other charges described in these Standard Terms.

Commencement Date has the meaning given to that term set out in the Order.

Confidential Information means any information that is confidential in nature concerning one of us or our Affiliates including, details of either of our businesses, affairs, customers, suppliers, plans, Intellectual Property Rights or strategies, no matter how it is recorded, stored or disclosed, but it does not include:

- information that is available to the public, or becomes available, unless it is because one of us breaches its obligations of confidentiality;
- information that was already available to the one of us receiving the information on a non-confidential basis; or
- information we both agree in writing is not confidential information.

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls** and **Controlled** shall be interpreted accordingly.

Consumable means any paper, toner, developer or other consumable products (which, to avoid doubt, excludes the Equipment) supplied by us to you under an Order accepted us.

Controller shall have the meaning given to it in applicable Data Protection Laws from time to time.

Copy/Print Charges has the meaning given to that term in clause 14.2.

Customer, you and your means the person identified as the customer in the Order.

Customer Contact means any individuals authorised to act on your behalf for Equipment, Consumables and Service management matters.

Data Protection Laws means, as binding on either of us or the Services:

- the UK GDPR;
- the Data Protection Act 2018;
- any laws which implement any such laws; and
- any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Discounted Termination Charges means a sum equivalent to: i) an administration charge of £250 plus VAT; plus ii) 100% of the Network Services Charge that would have otherwise been payable by you to us from the date of termination of the Agreement to the end of the Initial Term or then current Renewal Term had termination not occurred; plus iii) 100% of the Network Services Charge that would have otherwise have been payable by you to us from the date of termination of the Agreement to the end of the Initial Term or then current Renewal Term had termination not occurred; plus iv) 65% of the Copy/Print Charges that would have otherwise have been payable by you to us from the date of termination of the Agreement to the end of the Initial Term or then current Renewal Term had termination not occurred. To avoid doubt, we will calculate the Copy/Print Charges in point iv) on the average of your number of copies over the preceding 12 month period per month in accordance with the copy/print rates set out in the Order (as updated in accordance with clause 13.3) or at £30 per month per Maintained Equipment, whichever is the greater.

Effective Date means the date we accept your offer to enter into the Agreement (as a provided in clause 2.4).

Equipment means the Leased Equipment and/or the Purchased Equipment (as applicable).

EULA has the meaning given to that term in clause 15.2.

Force Majeure Event means an event or sequence of events beyond our reasonable control.

GDPR means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it.

Initial Term means the period of time identified in the Order as the Initial Term.

Incident means an unplanned interruption to, or a material reduction in the quality of, the performance of the Maintained Equipment.

Insolvency Event means if a party:

- stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986;
- becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

v) has a resolution passed for its winding up;

vi) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

vii) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;

viii) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

ix) becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

x) becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006; or

xi) as a freezing order made against it.

Installation Services means has the meaning given to that term in clause 10.1.

Installation Site means the premises identified as such in the Order.

Intellectual Property Rights means any trademark, service mark, trade and business name, patent, copyright (including software), database right, design right, community design right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world and any applications for registering any of these rights that can be registered in any part of the world are also included.

International Organisation shall have the meaning given to it in applicable Data Protection Laws from time to time;

Lawful Safeguard means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time.

Leased Equipment means the equipment identified in the Order that is leased by us to you in respect of which you will pay Rental Charges.

Maintenance Acceptance Tests means an inspection that we carry out in order to assess the suitability of the Maintained Equipment for the Maintenance Services.

Maintenance Services has the meaning given to that term in clause 8.3. Where we have agreed to provide Maintenance Services in relation to any Equipment this will be identified in the Order with a tick in the column 'Maintenance Services'.

Maintenance Services Term has the meaning given to that term in clause 19.1.

Maintained Equipment means the Equipment identified in the Order that has a tick in the column 'Maintenance Services'.

Network Services has the meaning given to that term in clause 10.2. Where we have agreed to provide Network Services in relation to any Equipment this will be identified in the Order with a tick in the column 'Network Services'.

Network Support Charge has the meaning given to that term in clause 10.4;

Order means the order for the supply of Equipment, Consumables and/or Services placed by you.

Personal Data shall have the meaning given to it in applicable Data Protection Laws from time to time.

Personnel means all of our employees, officers, staff, other workers, agents and consultants who are engaged in the performance of the Services from time to time.

Processing shall have the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly).

Processor shall have the meaning given to it in applicable Data Protection Laws from time to time.

Protected Data means Personal Data received from or on your behalf in connection with the performance of our obligations under the Agreement.

Purchase Charges means the amounts identified as such in the Order.

Purchased Equipment means the equipment identified in the Order that is sold by us to you (rather than leased) in respect of which you will pay Purchase Charges.

Renewal Term has the meaning given to that term in clause 19.1.

Rental Charges means the amounts identified as such in the Order.

Representatives means employees, officers, representatives or advisers.

Restricted Period means the Maintenance Services Term and a period of six months after the Maintenance Services Term.

Restricted Persons means any person employed or engaged by us at any time during the Maintenance Services Term in relation to the provision of the Services who has or had material contact or dealings with you.

Service means Installation Services, Network Services and Maintenance Services.

Software means any software that is included with the Equipment set out in the Order (including without limitation Software that is pre-loaded or embedded in Equipment).

Standard Terms means our terms and conditions of supply set out in this document.

Sub-Processor means any agent, sub-contractor or other third party (excluding its employees) engaged by us for carrying out any processing activities on your behalf in respect of the Protected Data.

Termination Charges means a sum equivalent to: i) an administration charge of £250 plus VAT; plus ii) 100% of the Network Services Charge that would have otherwise been payable by you to us from the date of termination of the Agreement to the end of the Initial Term or then current Renewal Term had termination not occurred; plus iii) 100% of the Network Services Charge that would have otherwise have been payable by you to us from the date of termination of the Agreement to the end of the Initial Term or then current Renewal Term had termination not occurred; plus iv) 65% of the Copy/Print Charges that would have otherwise have been payable by you to us from the date of termination of the Agreement to the end of the Initial Term or then current Renewal Term had termination not occurred. To avoid doubt, we will calculate the Copy/Print Charges in point iv) on the average of your number of copies over the preceding 12 month period per month in accordance with the copy/print rates set out in the Order (as updated in accordance with clause 13.3) or at £30 per month per Maintained Equipment, whichever is the greater.

VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

UK GDPR means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended), as amended or replaced.

Withholding Tax means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.

30.1 In these Standard Terms, unless the context otherwise requires:

- 30.1.1 the words 'include', 'including' or 'for example' do not limit something to just the examples that follow;
- 30.1.2 any reference to a specific law or regulation in these Standard Terms includes that law or regulation as amended, replaced or extended;
- 30.1.3 any reference to a 'party' or one of us includes that party's personal representatives, successors and permitted assigns;
- 30.1.4 any reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and
- 30.1.5 any headings in these Standard Terms are included for convenience. They will not have any effect on the interpretation of the Agreement.