

# Copier Support

The Agreement represents the entire Agreement between Datasharp UK Limited referred to as “Datasharp” and the Customer named on the Contract for the provision of copier/printer Product support. The Customer hereby confirms that the Agreement cannot be modified by its own terms and conditions of business.

## Terms and Conditions for Copier Support

### 1. Definitions

The meanings of various terms set out in the Agreement are:

- a. **“Agreement”** these terms and conditions together with the Contract embody the whole agreement between Datasharp and the Customer for the provision of IT Products and Services.
- b. **“Agreement Term”** the minimum period of the agreement set out on the Contract.
- c. **“Contract”** the document detailing the products, services and pricing to which these terms and conditions refer.
- d. **“Customer”** the business, Sole Trader, Limited Company, Public Limited Company, Partnership, Limited Liability Partnership or not for profit organisation specified on the Contract Information.
- e. **“Datasharp”** Datasharp UK Limited, the employees of Datasharp or its agents.
- f. **“Product”** the product or products shown on the Contract.

### 2. Provision of Copier/Printer Product Support

Datasharp shall provide maintenance support at the installation address for the Product shown on this Agreement in accordance with the Customer’s maintenance cover. The Agreement covers labour time for maintenance, consumable items (except paper), and parts (excluding machine exteriors, key panels and paper trays) within the warranty period. The cost of parts outside of the warranty period will be charged at Datasharp’s normal rates. Datasharp will use its reasonable endeavours to respond within 8 working hours to a request for maintenance service received in normal Working Hours. (The “Working Hours” are 09.00 to 17.00 Monday to Friday, excluding public bank holidays)

### 3. Exclusions

The following are not covered within this Agreement:

- a. Cabling, wiring or any other Product not supplied under this Agreement
- b. Maintenance required as a result of the Customer’s failure to follow instructions or recommendations issued by the Manufacturer or Datasharp, neglect or other misuse
- c. Maintenance required as a result of repairs, modifications, changes to the customers network, network programming or additions to the Product not carried out by Datasharp

d. Maintenance required as a result of damage caused by Force Majeure, failures of electrical power, power surges, computer viruses or other reasons beyond Datasharp's control.

#### **4. Duration**

The Start Date and Agreement Term of the Agreement is stated on the Contract. The Agreement will continue for the duration of the Agreement Term and shall be renewed automatically thereafter for successive 12 month periods unless or until terminated by either party on giving to the other at least 3 months' written notice in advance of the next anniversary of the Agreement. Datasharp may immediately terminate this Agreement if the customer is in breach of this Agreement and has not remedied the breach within 14 days of written notification, or where the parts are no longer available for the machine from the manufacturer. In the event that meter readings in the 90 day termination period is significantly less than any 90 day period in the previous 12 months Datasharp will be entitled to charge the average usage for 90 days, in the previous twelve months period, or the minimum quarterly charge whichever is the greater.

#### **5. Customer's Obligations**

The Customer agrees to the following conditions:

- a. To immediately notify Datasharp as soon as a fault is noticed or a service light is shown
- b. To keep the Product in environmental conditions as recommended by the manufacturer
- c. To use the Product in accordance with the instructions and recommendations issued by the manufacturer and/or Datasharp
- d. Not to allow anyone other than Datasharp to adjust, maintain, repair, replace or remove any part of the Product or wiring.
- e. Not to move the Product from its present location in the premises shown on the Contract without informing Datasharp.
- f. To allow Datasharp the reasonable right to access the premises shown on the Contract where required for the performance of its duties

#### **6. Suspension of Service**

Datasharp shall not be obliged to provide any service under this Agreement if any payment relating to this Agreement is overdue.

#### **7. Invoicing and Payment**

- a. **Monthly:** The customer will pay a monthly service invoice within the invoice terms based on a meter reading taken from the machine at the specified copy/print prices
- b. **Quarterly:** The customer accepts that the minimum value of the quarterly service will be £90.00 invoiced in advance. Any copies/prints in excess of the minimum value will be invoiced at the appropriate copy/print price together with the next quarter's advance.

- c. Copy/print prices will increase on each anniversary of the agreement: by 5% per A4 Copy/print for mono, 5% for colour. Standard quarterly charges will increase by £5.00 on each anniversary of the agreement.
- d. Datasharp reserves the right to change a customer from monthly to quarterly if the invoice value falls below £30 per month, or change a customer from quarterly to monthly where the volume of copies/prints significantly increases.
- e. The Customer agrees to pay the invoices within the specified invoice payment terms.
- f. The Customer shall pay invoices for work carried out which is not as a result of fair wear and tear, faulty workmanship or faulty materials within invoice payment terms.
- g. Payments of invoices shall be made in full without set off of any amounts
- h. Where the Customer terminates the Agreement early before the Agreement Term end date then the Customer agrees to pay Datasharp compensation to the equivalent of the average monthly charge to the end of the Agreement Term. The invoice will be issued irrespective of any pre arranged payment instalments or terms.

## **8. Liability**

- a. Datasharp shall not be liable to the Customer for any breach of any provision of this Agreement caused by any reason outside its control or responsibility including but not limited to Force Majeure, failure of power supplies, power surges, internet failure and computer viruses.
- b. Datasharp shall not in any event be liable to the Customer or any third party for any direct, indirect, consequential or incidental loss of revenue or profit or other damages howsoever arising.
- c. Datasharp shall not be liable for any delay in the execution of any work under this Agreement howsoever caused.
- d. Datasharp shall not be held liable for any issues caused to a customer's network resulting from the installation of product drivers or other software

## **9. Assignment**

- a. Datasharp may assign or delegate any of its rights or obligations under this Agreement
- b. The Customer may assign or delegate any of its rights or obligations under this Agreement by notifying Datasharp in advance.

## **10. Health and Safety**

The Customer shall be liable for the health and safety of Datasharp's employees, providing training if applicable, and shall indemnify Datasharp for any harm caused to Datasharp's employees when on the Customer site as per the Installation Address on the Contract to deliver and install the Products and Services. Datasharp's employees shall use all reasonable endeavours to observe any of the Customer's relevant health and safety rules and regulations and any other reasonable security requirements of which Datasharp has been notified by the Customer or which Datasharp's employees are advised of whilst at the Customer site.

## **11. Data Protection**

- a.** Datasharp and the Customer each agree to comply with the respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Datasharp to process personal data in connection with the performance by Datasharp of its obligations under this Agreement.
- b.** The Customer agrees that Datasharp may put their name and other details obtained from the Contract Information into a computerised directory for internal use and to enable Datasharp to provide the Service.
  
- c.** Datasharp is registered under the Data Protection Act 2018. Your data will be held in strict accordance with the applicable Data Protection laws.
- d.** Any and all data supplied by the Customer is held in accordance with Datasharp's current Privacy Policy available at [datasharp.co.uk](http://datasharp.co.uk).

## **12. Legal**

- a.** This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.
- b.** Implied terms shall be excluded to the fullest extent permitted by law.
- c.** Datasharp reserves the right to vary the clauses of these terms & conditions, from time to time, by giving a minimum of 30 days notice.
- d.** Extent of the circumstances. Notwithstanding the other provisions of this Agreement neither party shall be deemed to be in breach of this Agreement or liable as a result of the Force Majeure. Where Datasharp has claimed force majeure in respect of the supply of goods or services, the Customer may choose to obtain support services from another party.
- e.** Any director or representative of the Customer will be deemed to be its authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this Agreement.
- f.** Failure of either party to exercise or enforce any right within this Agreement shall not be deemed to be a waiver of such right.

## **13. Call Recording**

We may record telephone conversations and we may use these recordings for ongoing training, quality control purposes or for any other queries.