

Terms and Conditions

This agreement is made between the Customer named on the Sales & Service Agreement and Jordan Woods Group Limited.

Jordan Woods Group Limited incorporated & registered in England with company number 12094258 whose registered office is Sterling House, Fulbourne Road, Walthamstow, London, England, E17 4EE.

The customer whose details are shown on the Sales & Service Agreement, are entering into a contract with us for the provision of services as detailed below.

1. The Agreement

- 1.1. We are letting and you are taking on the hire of the Products for use in your business on the terms set out.
- 1.2. The Agreement starts when we sign ("the start date") and the initial fees are due at that time. If you wish to end the agreement at the end of the minimum period. You must provide 'Us' with at least 90 days written notice. Sent to the address provided.
- 1.3. On expiry of the minimum period, if 'you' have not served notice to terminate this agreement and we have not terminated the hiring of the products, hereunder then the hiring of the products will be automatically extended by successive periods of 12 months, until notice is given under the termination clause or it is otherwise terminated in accordance with this agreement.
- 1.4. You must inspect the products on delivery and notify 'Us' in writing within 5 working days, if there any defective, incomplete or not to the specification as mentioned in the proposal from 'Us' and stated on the financial documentation selected by 'you', otherwise 'you' will be deemed to have accepted the products and to have acknowledged that the products are complete.
- 1.5. 'We' will endeavour to set a delivery and installation date within 5 days to 'you', if for whatever reason 'you' cancel the delivery and installation date, without 48hrs notice, we reserve the right to charge 'you' a rebooking fee of £250.00 + VAT, plus time for the technician totalling a maximum of £350.00 + VAT.
- 1.6. The minimum term of the agreement is 60 months, unless otherwise stated by us and agreed by us and you, we will review your contract every 24 months, unless otherwise stated by us or you.

2. Servicing and Reliability

Our Service Agreement provides that:

- 2.1 'We' will service the products for the length of the financial agreement, unless specified otherwise by 'us'.
- 2.2 'We' will maintain the equipment when there is a fault (where it has been used properly), unless the fault is IT related.
- 2.3 Parts and items are provided that need replacing except for staples, paper and waste toner containers, (unless otherwise stated by 'us').
- 2.4 Toner is included up to 6% coverage unless stated in the agreement by 'us'.
- 2.5 We will ensure that the service of the equipment meets the relevant manufacturers standards. If the equipment fails to preform to the manufacturers standards and this has been confirmed by 'our' technicians, 'we' will replace the equipment with a similar model. We will only do this if the equipment has been serviced through 'us', you are not at fault and all outstanding invoices are paid and you are not excluded under clause 3.
- 2.6 Service calls will be taken and attended during our normal business hours which are 9am – 5pm, Monday

– Friday, excluding Public Holidays, unless stated otherwise by 'us'.

3. Exclusions

Our agreed charges do not include service calls generated as a result of:

- 3.1 Moving or dismantling the contracted equipment without authorisation.
- 3.2 Changes to the environment.
- 3.3 Using supplies and consumables provided from an alternative source.
- 3.4 Accidental deletion or corruption of files.
- 3.5 Changes of internet provider, after installation date.

4. Installation and Connection Charges

- 4.1 There will be a minimum of £195.00 plus VAT per device delivery charge, this will increase depending on destination miles, unless stated by 'us' in writing.
- 4.2 If the equipment needs to be connected to your IT network, we reserve the right to charge £15 plus VAT per device per month for Network Support, unless stated by 'us' in writing.
- 4.3 If 'you' are the installation, decide on additional peripherals such as staple, booklet, hole punch finisher, document feeders, fax etc. 'You' will be charges the cost of the equipment and installation cost.

5. Your Obligation to us

Throughout this agreement you will:

- 5.1 Provide meter readings for the maintained equipment within 3 working days upon our request. If the meter readings are not supplied within this timescale we will invoice usage based on estimated readings.
- 5.2 Allow access to the equipment for inspection.
- 5.3 Ensure that the equipment is accessible for our appointed technician and is used within the manufacturers recommendations.
- 5.4 Inform us in writing should you wish to relocate the equipment. 'We' will offer the relocate this at an additional charge, however should 'you' wish to relocate the equipment yourself, 'you' will assume full responsibility and liability for damage or loss of connectivity.
- 5.5 Agree to continue with your obligations even if the equipment is lost, damaged, stolen or no longer used.

6. Payments and Agreed Charges

Throughout this agreement you agree to:

- 6.1 Pay all service invoices within 30 days, from the date of the invoice issued,
- 6.2 All hardware invoices require payment within 7 days.
- 6.3 Failure to pay these invoices on time, may result in service and supplies being withheld, and we reserve the right to exercise our statutory right to claim interest and compensation for debt recovery in line with the Late Payment of Commercial Debts (interest) Act 1998.
- 6.4 Pay for all toner as the standard rate, unless otherwise stated by 'us' in your service agreement.
- 6.5 Pay for any damage cause to the equipment through misuse of negligence which will be charged at the standard rate.
- 6.6 Pay for work required which is caused by changes or upgrades to operating systems, unless stated otherwise by 'us'.
- 6.7 Pay for staples, paper, waste toners and any other consumables, unless stated otherwise by 'us'.
- 6.8 If the equipment supplied by 'us' on this agreement, has a hard drive 'we' will charge £95 plus VAT to

remove, destroy and replace the hard drive when the machine is collected.

- 6.9 The cost per print is based on each colour cyan, magenta, yellow and black on a single sided A4 page and prints larger than this will be charged as two prints.
- 6.10 If in any month usage does not equal or exceed £20, a minimum bill of £20 plus VAT per device per month will be chargeable.

7. Termination

- 7.1 If 'you' require an early termination, any unused consumables will be returned to Jordan Woods Group Limited, at 'your' expense.
- 7.2 If unused consumables are not returned within 5 working days, for restocking, then additional charges will be applied.
- 7.3 There will be a service charge, 75% based on the last 6 months average usage or the minimum set out in the agreement, payable within 7 days.
- 7.4 'We' will appoint a Jordan Woods Group Limited representative to collect the devices from 'you' which will be charged at £195 plus VAT per device for collection and £150 plus VAT per device for optional data cleansing.

8. Additional Clauses

- 8.1 The person signing this agreement will be deemed responsible for the company to keep to the terms of this agreement.
- 8.2 No terms of this agreement can be changed, unless stated otherwise by one of the directors of Jordan Woods Group Limited.
- 8.3 This agreement is confidential between 'you' and 'us' and will not be shown to any other parties.
- 8.4 In the event of cancelling your order with Jordan Woods Group Limited before delivery, a minimum of 6 quarters or 18 months, will be owed to Jordan Woods Group Limited for a loss of earnings, plus a restocking fee.
- 8.5 On the anniversary of the agreement each subsequent year, there will be an increase up to 15%. This is to coincide with VAR increase, consumable increase, and general increases of cost. In the event we consider that the increase should be larger, we will provide you with 21 days written prior notice.
- 8.6 This agreement is to be held confidential to both parties, therefore will not be supplied to and competitors, if 'we' have found this to be the case this will result in a charge for loss of potential earnings.
- 8.7 If 'you' require an additional copy of your contract a charge of £20 plus VAT will be applied.
- 8.8 If your agreement includes a number of prints until the agreed review point, any prints that exceed the included amount will be charged at the print cost agreed. This can be chargeable monthly or at the end of the agreed review period.
- 8.9 'You' the customer shall ensure the equipment to its full value and shall produce the insurance policy when called upon by Jordan Woods Group Limited.
- 8.10 For the duration of the agreement only Jordan Woods Group Limited or its authorised representatives will maintain and repair the equipment. 'You' must maintain the equipment in good condition and working order.
- 8.11 'You' the customer must not at any time assign, transfer, sublease, part with the equipment without obtaining our prior written consent.
- 8.12 Jordan Woods Group Limited accepts no responsibility for hardware and software other than that supplied by Jordan Woods Group Limited.
- 8.13 All parts removed the replacement, replaces, consumable and non-consumable parts supplied for the equipment by Jordan Woods Group Limited shall remain the property of Jordan Woods Group Limited.

- 8.14 Jordan Woods Group Limited will not take responsibility for the data stored on the hard drive of your device at the end of this contract and upon return.

9. Rights and Duties

You must not transfer your rights or duties under this agreement to anyone else, without informing 'us' first, if there is software that is assigned to said person's email and 'we' need to change this, then an additional fee may apply. We may transfer or delegate our rights and duties under this agreement and will be responsible for ensuring those duties are performed properly.

10. Governing Law and Jurisdiction

This agreement and non-contractual obligations arising out of, or in connection with it shall be governed by and construed in accordance with English Law and comes under the jurisdiction of the English Courts.