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# Print Subscription Agreement

## Brother MFC-L5750DW – 2,500 Pages Per Month – 36 Months

### CUSTOMER DETAILS

Customer/Business/Organisation Name:

Customer Address for Invoicing:

Customer Address for Delivery:

Primary Contact:

Phone Number:

Primary Contact Email Address:

Accounts Contact:

Phone Number:

Accounts Contact Email Address:

### AGREEMENT DETAILS

Monthly Fee (excl. Vat): £49.99

Initial Payment (excl. Vat): £49.99

Term: 36 Months

Mono Pages per Month Included: 2,500

Colour Pages per Month Included: N/A

### Consumables Included in the Monthly Fee

Consumable	Included over Contract Duration:	Maximum in any 12 Month Period:
Black Cartridges	11	4
Colour Cartridges	0	0
Drum Units	3	1
Imaging Units	0	0
Waste Bottles	0	0

**THE NUMBER OF CONSUMABLES INCLUDED IN THE MONTHLY SUBSCRIPTION FEE IS BASED UPON PRINTED DOCUMENTS WITH 5% COVERAGE FOR MONO DOCUMENTS AND 15% COVERAGE FOR COLOUR DOCUMENTS (for Colour Print Devices). IF YOUR PRINT OUTPUT COVERAGE IS SIGNIFICANTLY GREATER THAN THIS OR IF YOU PRINT MORE PAGES THAN SET OUT IN THIS AGREEMENT, MORE CONSUMABLES MAY BE REQUIRED AND WILL BE CHARGED FOR IN ADDITION TO THE MONTHLY SUBSCRIPTION FEE.**

### Cost for Additional Consumables (ONLY IF REQUIRED) excluding Vat

Black Cartridge:	£49.99	Colour Cartridge:	£54.99		
Drum Unit:	£99.99	Imaging Unit:	£30.00	Waste Bottle:	£18.00

The Agreement and Terms & Conditions are requested by the Customer, on the following date:-

On behalf of the Customer:-

On behalf of the Supplier:

DRN:

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

# Terms & Conditions

## 1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (**the Conditions**).
- 1.2 Headings in these Conditions shall not affect their interpretation.
2. **Agreement between the Supplier and the Customer**
- 2.1 Under the Conditions, The Supplier agrees to supply the Customer with the Printer(s), the Services and the Supplies.
- 2.2 The Customer agrees to accept delivery of the Printer(s) under the Conditions and delivery of the Service and Supplies and to pay the Price to The Supplier.

## 3. Commencement and Duration

- 3.1 The Agreement shall start on the date when the Customer signs the Agreement, which effects the order for the Printer(s) and Supplies which will be supplied to the Customer under the Agreement.
- 3.2 The Agreement shall continue in full force from the date in clause 3.1 and end after 36 complete months, or until terminated by The Supplier under clause 9.1.

## 4. Obligations of the Customer

- 4.1 The Customer shall accept the Printer(s) and acknowledges that he obtains no title to the Printer(s) under the Agreement or otherwise. The Customer may not dispose of, part with possession or control of, lend, sell or give away the Printer(s), or create any lien or encumbrance over, or otherwise deal with, the Printer(s).
- 4.2 The Customer may not relocate the Printer(s) to premises other than those to which they were supplied without the prior written consent of The Supplier.
- 4.3 The Customer shall protect the title which The Supplier has to the Printer(s) and shall keep the Printer(s) free from distress, execution or other legal process.
- 4.4 The Customer shall receive all their requirements for the Supplies for the Printer(s) from The Supplier and the Customer may not purchase from, or install in the Printer(s), Supplies from any other Supplier.
- 4.5 The Customer warrants that their expected page volumes and page coverage may realistically be covered by the page volumes set out within this agreement in order to obtain a Printer(s) and enter into this agreement with the Supplier.
- 4.6 If additional Supplies are required, beyond the volume included within the Price the Customer agrees, that these additional Supplies will be purchased solely and exclusively from the Supplier.
- 4.7 The Customer shall allow access to the Printer(s) for the staff of The Supplier during the hours of 9am to 5pm Monday to Friday inclusive.
- 4.8 The Customer agrees to install on their network, within 48 hours of delivery of the Printer(s) and welcome pack, the digital agent.
- 4.9 If the Customer is not able to install The Supplier's digital agent the Customer agrees to grant temporary remote access to The Supplier within 72 hours of delivery of the Printer(s) and the welcome pack so The Supplier may complete the installation.
- 4.10 The Customer warrants that the Printer(s) must remain connected to The Supplier's digital agent at all times and should the device not be connected for consecutive 7 days or more the Supplier may terminate the agreement in accordance with clause 9.1.
- 4.11 The Customer shall pay The Supplier in full for any damage or loss occurring to the Printer(s) caused by any act or omission by the Customer
- 4.12 The Customer shall insure the Printer(s) for their full replacement cost against fire, theft and other damage or loss, with the proceeds of such insurance policies being payable in full to The Supplier in the event of claim.
- 4.13 The Customer shall, at their own cost and organisation, return the printer, in a clean and fully functioning condition to the Supplier within 30 days of the termination or expiry of this agreement. The Customer agrees that the printer will be returned together with all power lead, power packs and instruction manuals.

## 5. Obligations of The Supplier

- 5.1 The Supplier shall supply to the Customer the Printer(s), Service and Supplies included in the Agreement and the Supplier shall retain title to the Printer(s) at all times.
- 5.2 The Supplier may appoint a third party to conduct service, maintenance and warranty work on it's behalf.
- 5.3 The Supplier shall supply to the Customer the Supplies and the Services set out in the Price.
- 5.4 The Printer(s), Supplies and Services shall be provided by The Supplier to the Customer as soon as possible after the date in clause 3.1.
- 5.5 The Supplier shall invoice the Customer for the Price on monthly on a day of it's choosing.
- 5.6 The Supplier shall order and deliver the Printer(s) after the Agreement has been signed by all Parties, the Initial Fee invoice has been paid by the Customer and if applicable, the Direct Debit mandate has been executed by the Customer.

## 6. Price and Payment

- 6.1 The Price shall be paid by the Customer to The Supplier by Direct Debit or other method acceptable to the Supplier, without deduction or set-off.
- 6.2 The Price shall be paid by the Customer to The Supplier by 28<sup>th</sup> of each calendar month, for a period of 36 months after the date in clause 3.1.
- 6.3 Vat will be applied to the Price.
- 6.4 Additional Supplies or Service, to that set out in the Agreement will be supplied when needed at the agreed additional costs. These items will be charged separately and such invoices will be due for payment in full within 30 days of the date of invoice.
- 6.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay The Supplier by the due date, The Supplier may:
  - a) Charge interest on such sum from the due date of payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England.
  - b) Claim interest under the Late Payment of Commercial Debts (Interest) Act of 1998; and
  - c) Reclaim the Printer(s); suspend all Services and Supplies until payment has been made in full.
- 6.6 All sums payable to The Supplier under the Agreement shall become due immediately on its termination, despite any other provision.

## 7. Risk and delivery

- 7.1 Risk in the Supplies and Printer(s) shall pass to the Customer on delivery.
- 7.2 Title to the Printer(s) and Supplies shall not pass to the Customer from The Supplier until the end of the Agreement, if the Customer chooses to purchase the Printer(s), Supplies and Service for a notional charge.

- 7.3 The Supplier may at any time require the Customer to deliver up such Supplies and the Printer(s) and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Supplies or Printer(s) are situated in order to recover them.

## 8. Limitation of liability

- 8.1 This clause sets out the entire financial liability of The Supplier (including any liability for the acts or omissions of its employees, agents, consultants, subcontractors) to the Customer in respect of:
  - a) any breach of the Agreement
  - b) any use made by the Customer of the Supplies, Services, or the Printers or any part of them; and
  - c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement save that, if the Customer is a Consumer, the provisions of sections 2 to 5 and 11M to 11S, in both cases inclusive, of the Supply of Supply and Services Act 1982, or the equivalent provisions of the Sale of Goods Act 1979, shall not be excluded in any event.
- 8.3 Nothing in these Conditions limits or excludes the liability of The Supplier for:
  - (a) Death or personal injury resulting from negligence; or
  - (b) Any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by The Supplier.
- 8.4 The Supplier shall not be liable for any loss of profits or loss of business nor for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.5 Subject to sub-clause 9.3, The Supplier's total liability in Agreement, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement shall be limited to the Price.

## 9. Termination

- 9.1 Without prejudice to any other rights or remedies which the parties may have, The Supplier may terminate the Agreement without liability to the Customer immediately in any event, or on giving notice to the Customer if:
  - (a) The Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
  - (b) The Customer commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 10 days of the Customer being notified in writing of the breach or;
  - (c) The Customer suspends, or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or otherwise is insolvent.
  - (d) The Customer allows the Printer(s) to become disconnected from The Supplier's designated cloud management system or digital agent for a period of 7 consecutive days or more.
- 9.2 The Customer may terminate this agreement after 12 monthly fee payments have been made to the Supplier by providing 3 months written notice. At the end of the notice period the terms set out in clause 9.3 will apply.
- 9.3 On termination of the Agreement:
  - (a) The Customer shall immediately pay to the Supplier all outstanding amounts, including, if relevant amounts due in respect of items returned damaged or incomplete.
  - (b) The Customer shall return all of the Printer(s), Supplies, Power leads and Power packs and instruction manuals immediately to a destination of The Supplier's choosing at the Customer's cost. If the Customer fails to do so, The Supplier may enter the Customer's premises and take possession of them or raise an invoice equal to the value of the Printer, Supplies and any other Accessories as set out in the Agreement Proposal based upon the Manufacturer's recommended retail prices (which will usually be set out on the Manufacturer's website). Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
  - (c) The accrued rights and liabilities of the parties as at termination and the continuation of provision expressly stated to survive or implicitly surviving termination shall not be affected.

## 10. Supervening Events

- 10.1 The Supplier shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in performing its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of The Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of The Supplier or their subcontractors.

## 11 Variations

- 11.1 The Supplier may, from time to time and without notice, change the Printer(s), Supplies and/or Services, provided that such changes do not materially affect the nature, scope of the Supplies and/or Services, or the Price.
- 11.2 The Supplier reserves the right to amend or reduce the Price of Additional Supplies by a maximum of 5% within any 12 month period.
- 11.3 The Supplier may assign this Agreement to a third party by giving 30 days notice to the Customer and the Agreement will remain in force and intact in terms of the Customer and new Supplier's obligations and rights.

## 12 Waivers

- 12.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given, subject to termination by either party.

Supplier Name:

Supplier Address:

Supplier Contact Name:

Supplier Contact Email: