



SERVICE AGREEMENT

MyGroupSolutions Ltd T/A My Printing Room

3 North Star Boulevard

Greenhithe, Kent

DA9 9UG

www.myprintingroom.com

SERVICE AGREEMENT



COMPANY DETAILS			
COMPANY NAME	Bexhill On Sea Council		
ADDRESS	35 Western Road		
TOWN	Bexhill On Sea, East Sussex	POSTCODE	TN40 1DU
COMPANY REG NO		EMAIL	town.clerk@bexhilltowncouncil.gov.uk
CONTACT NAME	Julie Miller	CONTACT NUMBER	
INSTALLATION ADDRESS	As above		

EQUIPMENT			
QUANTITY	DESCRIPTION	NEW	NOT NEW
1	Toshiba e-Studio 2525AC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

AGREED PRICE PER PRINT			
ALL prices are exclusive of VAT			
COLOUR METER	0.029	MINIMUM PERIOD	12
MONO METER	0.0029	SERVICE CHARGING PERIOD	Quarterly

PRICE PER PRINT INCLUDES

(Please mark appropriate)

- Parts and Labour
- Black Toner
- Colour Toner
- Staples

*Subject to Full Terms and Conditions attached

ADDITIONAL TERMS

Customer Initials:

CUSTOMER AUTHORISED SIGNATURE			
NAME (PLEASE PRINT)	Julie Miller	SIGNATURE	<small>DocuSigned by:</small> <i>Julie Miller</i>
POSITION	clerk	DATE	<small>70ACBB07FD04EE</small> 01-Mar-2023

Instruction to your Bank or Building Society to pay Direct Debits



1. Name and full postal address of your Bank or Building Society Branch

To the Manager: na	Bank or Building Society
Address na	
	Postcode na

Originator's identification number

6	9	8	4	5	1
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4. Bank or Building Society account number

na

5. The Originator reference number

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6. Instruction to your bank or building society:

Please pay the Originator Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with the Originator and, if so, details will be passed electronically to my bank/building society.

Signature(s)	<small>DocuSigned by:</small> <i>Julie Miller</i>
Date: 01-Mar-2023	<small>70ACBB07FD04EE</small>

PLEASE NOTE - DIRECT DEBIT COLLECTIONS ARE COLLECTED ON OUR BEHALF BY NATIONWIDE LEASING SOLUTIONS LTD

THE DIRECT DEBIT GUARANTEE



This guarantee should be detached and retained by the Payer

- This guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit the Originator will notify you three working days in advance of your account being debited or as otherwise agreed.
- If you request the Originator to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by the Originator or your Bank or Building Society you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society.
- If you receive a refund you are not entitled to, you must pay it back when the Originator asks you to.
- You can cancel a Direct Debit at anytime by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

MYPRINTINGROOM TERMS AND CONDITIONS

The terms and conditions printed below shall govern all sales or service arrangements of Equipment from the Company

1. INTERPRETATION.

In the condition the following words shall bear the following meanings; "the Seller" shall mean MyGroupSolutions Limited trading as MyMailingRoom, MyPrintingRoom and MyGroupSecurity.

"the Buyer" shall mean the person purchasing the Goods.

"the Contract" shall mean the contract for the sale and purchase of the Goods entered into between the Seller and the Buyer in accordance with Condition 2.

"Delivery Date" the actual time and day of delivery as agreed between the parties in writing or otherwise.

"Goods" shall mean all office equipment, stationery and related items sold by the Seller;

"Writing" includes electronic mail and comparable means of communication.

1.1 Any reference in these conditions to any provision of statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.2 The headings in these conditions are for convenience only and shall not affect the interpretation.

2. DEFINITIONS.

2.1 In this Agreement unless the context otherwise requires the following terms shall have the meanings ascribed to them below:-

the "Additional Terms" means the additional terms specified overleaf; the "Agreed Price per Copy" means the Cost per Copy specified overleaf or such other amount the Company may notify to the Customer pursuant to clause 9.8 from time to time;

the "Servicing Charging Period" means the servicing charging period specified overleaf, commencing on the Installation date and ending on the date of termination of this Agreement;

the "Commencement Date" means the date of the Customer's signature; the "Company" means MyGroupSolutions Ltd a company registered in England and Wales under company number 4207484, registered office 3 North Star Boulevard, Greenhithe, Kent, DA9 9UG or any of its subsidiary companies;

the "Customer" means the customer specified overleaf; the "Equipment" means the equipment specified overleaf or in any schedule annexed to this Agreement;

the "excess toner charge" means usage above the manufacturers recommended volumes in which MyGroupSolutions Ltd reserve the right to charge 100% of the agreed price per copy overleaf multiplied by the number of copies;

the "Installation Date" will be the date specified overleaf or, if no date is specified, will be deemed to be the date of the Customer's signature;

the "Installation Address" means the installation address specified overleaf or such other location as the Company and the Customer may agree in writing from time to time;

the "Minimum Charge" means the minimum charge specified overleaf or, in the absence of such specification overleaf, means the greater of either (i) the average number of copies taken by the Customer in the three Charging Periods immediately preceding the Charging Period in question, multiplied by the Cost per Copy (or where less than three Charging Periods have preceded the Charging Period in question, the average number of copies taken by the Customer in the Charging Periods immediately preceding the Charging Period in question), (ii) a sum representing 100% of the amount payable by the Customer in accordance with clause 7.5.1 in the first Charging Period under this Agreement; or (iii) the sum of £35.00 per month; or such other amount as the Company may notify to the Customer pursuant to clause 9.8 from time to time;

the "Minimum Period" means the minimum period specified overleaf, which shall run from the Installation Date, or in the absence of such specification overleaf, means a period of five years which shall run from the Installation Date;

the "Normal Working Hours" means 9.00am to 5.00pm Monday to Friday inclusive, statutory and public holidays excepted;

The Companies Act 1985 (c.6) is an Act of the Parliament of the United Kingdom of Great Britain and Northern Ireland, enacted in 1985, which enabled companies to be formed by registration, and set out the responsibilities of companies, their directors and secretaries. It has largely been superseded by the Companies Act 2006. The Act was a consolidation of various other pieces of company legislation and was one component of the rules governing companies in England and Wales and in Scotland.

the "Servicing Charge" means the servicing charge or charges specified overleaf or such other amount as the Company may notify to the Customer pursuant to Clause 9.8 from time to time.

2.2 Unless otherwise stated references in this Agreement to clauses or sub-clauses are to clauses or sub-clauses in this Agreement; references to the singular include the plural and vice versa, and references to the masculine gender include the feminine and neuter genders and vice versa. Clause heading are included for ease of reference only and shall not affect the construction of this Agreement.

3. AGREEMENT

3.1 This Agreement represents the sole understanding between the Company and the Customer with regard to the servicing of the Equipment and subject only to clause 3.2, supersedes and shall take precedence over any other agreements, contracts or understandings whether written or oral relating to the Equipment which the Customer may attempt to impose.

3.2 Notwithstanding clause 3.1 the Definitions and information appearing overleaf, including, without prejudice to the foregoing generality, the Additional Terms shall form part of this Agreement.

3.3 This Agreement may only be validly executed on behalf of the Company by a Director of the Company. If this Agreement is executed on behalf of the Company by any other person, it shall not be binding on the Company unless it is ratified in writing by a Director on behalf of the Company in which event it shall be binding on the Company and the Customer as from the date on which it was originally signed on the Company's behalf.

Any notices or such like given by the Company in accordance with this Agreement shall only be binding on the Company if signed by a Director

of the Company. If any notices or such like are signed by any other person on behalf of the Company they may be ratified on behalf of the Company by a Director in writing, in which event they shall be binding on the Company and the Customer with effect from the date on which they were originally given.

3.4 No amendment may be made to this Agreement except in writing signed by a Director of the Company and all other amendments or purported amendments to this Agreement shall be invalid. The failure by the Company to enforce any of its rights and remedies in terms of this Agreement shall not be deemed to be a waiver by the Company of such rights and remedies.

3.5 The Customer confirms that in entering into this Agreement it has not relied on any warranty, representation or undertaking of any description purportedly made by or on behalf of the Company and is accordingly not entitled to rely on same.

3.6 This Service Agreement in no way forms part of any other agreement including any lease agreement.

4. DELIVERY

4.1 The Company shall use its reasonable endeavours to procure that the Equipment is delivered to the Installation Address within fourteen days of the Commencement Date or as soon as practicable thereafter but the Company shall not be liable to the Customer under any circumstances for the late delivery of or any failure to deliver the Equipment.

4.2 In the event that the Company is unable for whatever reason to procure the delivery of the Equipment to the Customer within thirty days of the Commencement Date, the Company shall be entitled to resile from this Agreement without any liability to the Customer by giving written notice to that effect to the Customer.

4.3 The risk of loss or damage to the Equipment shall pass to the Customer on delivery of the Equipment to the Installation Address.

4.4 All delivery dates are approximate only, time for delivery is not of the essence and MyGroup does not accept liability for any loss or damage resulting from delay in delivery howsoever caused. We are entitled to deliver in instalments, each of which is a separate contract and no failure or delay in delivery of or any defect in any one or more instalments shall entitle you to treat this Agreement as a whole as repudiated to terminate this Agreement or to cancel any other instalment.

5. INSTALLATION

The Company shall use its reasonable endeavours to procure the Equipment is installed such that it is in proper working order as soon as practicable after delivery, but the Company shall not under any circumstances be liable to the Customer for the late installation of or any failure to install the Equipment.

6. SERVICING TO ENDURE FOR MINIMUM PERIOD

6.1 Subject to clause 6.2 and 12 the provisions of clauses 8 and 9 regarding the servicing of Equipment by the Company, shall endure for the Minimum Period and shall automatically continue from year to year thereafter until and unless terminated by the Customer giving at least six months prior written notice to that effect to the Company, such notice to expire no earlier than the end of the Minimum Period or on any anniversary of the Installation Date after the expiry of the Minimum Period.

6.2 The Company may terminate the provisions of clauses 8 and 9 regarding the servicing of the Equipment at any time whether during or after the Minimum Period, by giving at least one month's prior written notice to the Customer and refunding to the customer a fair proportion (as to which the Company shall be sole judge) of any Servicing Charge prepaid and covering a period after the date of termination.

7. PHOTOCOPIING EQUIPMENT

7.1 The provisions of this Clause 7 shall apply insofar as the Equipment includes photocopied equipment.

7.2 The Customer shall within seven days of the end of each Servicing Charging Period send to the Company meter readings from each item of Equipment showing the number of copies taken by the Customer using the Equipment in the period since the Installation Date or the end of the last Servicing Charging Period as the case may be.

7.3 In the event that the Customer fails to submit such meter readings timeously the Company shall be entitled to invoice the Customer pursuant to clause 7.5 for a sum based on its estimate of the number of copies which the Customer has taken using the Equipment in the Servicing Charging Period in question. In the event that the actual number of copies taken by the Customer during any Servicing Charging Period is greater than the Company's estimate the Company shall be entitled to invoice the Customer for the difference between the amount which the Company would have been entitled to invoice the Customer pursuant to clause 7.5 had the actual number of copies taken been used in calculating the amount due and the amount actually invoiced. The Customer shall not be entitled to any compensation or credit in the event that the number of copies actually taken by it is less than the number estimated by the Company.

7.4 The Company shall be entitled to take meter readings of the number of copies taken by the Customer using the Equipment during any Servicing Charging Period and to use such readings for the purpose of calculating the sum due to the Company for that Servicing Charging Period in terms of clause 7.5. The Customer shall allow the Company or any of its representatives access to the place where the Equipment is located for this purpose.

7.5 At the end of each Servicing Charging Period the Company shall invoice the Customer for an amount equal to the greater of:-

7.5.1 the number of copies taken by the Customer using the Equipment in the Servicing Charging Period ascertained in accordance with clauses 7.2 or 7.4 (or in the event that clause 7.3 applies the Company's estimate thereof) multiplied by the Agreed Price Per Copy for that item of Equipment; or

7.5.2 the Minimum Charge, in either case after taking due account of any Advance Servicing Payment for that item of Equipment.

8. SERVICING OF THE EQUIPMENT

8.1 The Customer shall pay to the Company the Servicing Charge for the servicing of the Equipment by the Company in advance at the beginning of each Servicing Charging Period after taking due account of any

Advance Servicing Payment.

8.2 MyGroup is entitled to charge for all transport, delivery, labour, replacement Equipment and materials (at MyGroup's then current prices) in connection with maintenance related to Networking & IT Support, damage, defects or other failure to operate properly caused or contributed to by theft, fire, water, accident, careless or wrongful usage, wilful damage, negligence, failure to follow MyGroup's instructions, excessive physical or electrical stress, unauthorised alteration maintenance or repair, abnormal storage or working conditions, 'Unauthorised Consumables', usage in excess of volumes specified by any relevant manufacturer), movement of Equipment by anyone other than an authorised engineer, fair wear and tear, use in connection with other incompatible equipment or systems or any use after a defect has arisen and/or has been notified to MyGroup and is awaiting repair; The full functionality of the photocopier, at the moment of delivery, is guaranteed only if the original manufacturer consumables, authorised and supplied by MyGroup are used.

9. SERVICING GENERALLY

9.1 The provisions of this clause 9 shall apply to the servicing of all types of Equipment by the Company including photocopiers and excluding network/connection after installation of the equipment.

9.2 The Customer shall pay the Advance Servicing Payment to the Company within five working days of the Commencement Date. The Advance Servicing Payment shall be refunded by the Company to the Customer in the event that the Company resiles from the Agreement pursuant to clause 4.2 but shall not (other than under clause 6.2) be refundable in any other circumstances whatsoever.

9.3 Until the servicing arrangements contained in clauses 8 and 9 are terminated pursuant to clauses 6 and 12 the Company shall subject to the provisions of this clause 9 and in exchange for payment of the charges specified in this clause and clauses 7 and 8:-

9.3.1 maintain the Equipment in good working order against the effects of normal wear and tear; and

9.3.2 service the Equipment in accordance with the reasonable recommendations and guidelines of the manufacturer.

9.4 The Company shall only be obliged to service or repair the Equipment during Normal Working Hours.

9.5 The Customer shall ensure that the Equipment is not repaired, maintained or serviced by any other person other than the Company.

9.6 The Company shall not be under any obligation to service or carry out any repairs to the Equipment as a result of damage to the Equipment caused by the Customer or the neglect of the Equipment by the Customer or the failure of the Customer to use the Equipment in accordance with the manufacturers or the Company's instructions or any repairs maintenance or servicing carried out to the Equipment by any other person other than the Company

9.7 In addition to the charges provided for in this clause and clauses 7 and 8 the Company shall be entitled to charge the Customer, in accordance with the Company's scale of charges then in force, for:-

9.7.1 any support with Networking and IT Support.

9.7.2 any service of or repairs to the Equipment carried outside of Normal Working Hours;

9.7.3 any service of or repairs to the Equipment resulting from damage caused by the Customer, or neglect of the Equipment by the Customer, or the failure of the Customer to use the Equipment in accordance with the manufacturer's or the Company's instructions or the repair, maintenance or servicing of the Equipment by any person other than the Company;

9.7.4 any other service of or repairs to the Equipment which the Company is not obliged to carry out under clause 9.3; and

9.7.5 any replacement parts or consumables used by the Company in the service or repair of the Equipment in any such case.

9.7.6 any excess toner supplied, the charge to be applied being the excess toner charge as defined

9.8 The Company shall be entitled to increase the Agreed Price Per Copy and/or the Minimum Charge and/or the Servicing Charge from time to time by such amounts as it thinks fit giving written notice to that effect to the Customer provided that the Company shall not be entitled to increase the Agreed Price Per Copy, or the Minimum Charge or the Servicing Charge by more than 15% during any 12 month period.

9.9 The Customer shall allow the Company access to the premises where the Equipment is located for the purposes of enabling the Company to fulfil its obligations in terms of this clause 9.

9.10 Any servicing incentives specified overleaf are strictly only applicable to the equipment identified overleaf and will not apply to any other equipment supplied

10. PAYMENT TERMS

10.1 The Customer shall pay any invoice issued by the Company hereunder without deductions of any kind within fourteen days of the date of such invoice failing which the Company shall be entitled to charge interest at 3 per cent per annum above the base rate from time to time of the Bank of England calculated from on any sum outstanding from the date on which sum became due until the date of payment.

10.2 In the event that the Customer fails to pay any sum due to the Company and any Related Companies on the due date the Company shall be entitled without prejudice to any other rights or remedies which it may have to suspend without any liability to the Customer the performance of its obligations under this Agreement until such time as such sum together with any interest due is paid in full.

10.3 In the event that the Customer fails to comply with its obligations in terms of this contract, the Company will be entitled to recover all actual legal and professional expenses incurred by it in either enforcing its rights under the terms of this agreement or in recovering damages to redress any breach on the part of the customer. Further the Company will be entitled to quantify and value any incentives of any description provided to the customer and recover the value of the same from the customer.

10.4 The Customer shall not be entitled to set off any sum due or to become due by it to the Company in terms of this Agreement against any sum due or to become due by the Company to it whether under this Agreement or otherwise.

MYPRINTINGROOM TERMS AND CONDITIONS

10.5 The Minimum Charge and the Servicing Charge shall be paid by the Customer by direct debit and the Customer shall within five working days of being requested so to do by the Company complete and return to the Company appropriate direct debit forms.

10.6 If the Company permits the Customer to pay by other means, then the Customer shall pay an administration fee of £75.00 plus VAT per annum, payable within five working days of being requested by the Company.

11. LIMITATION OF LIABILITY

11.1 Except for any warranty implied by law and which by law cannot be excluded, the Company: -

11.1.1 does not give any warranty express or implied regarding the condition or performance of the Equipment and except as expressly provided for in this Agreement, the Customer shall not have any remedy for any Equipment which is defective or sub-standard in any way;

11.1.2 shall not be liable to the Customer or any other person for any loss or damage which the Customer or that person may incur as a result of the misuse of the Equipment; and

11.1.3 shall not under any circumstances whatsoever be liable to the Customer or any other person for any unforeseeable loss or damage of any kind (including without limitation loss of data, computer time, facilities, capacity, business intentions or loss of profit, business, revenue, anticipated savings or goodwill or loss suffered as a result of an action brought by a third party) and suffered by that person in connection with this Agreement arising from the acquisition, lease or rental of the Equipment or the misuse of the Equipment.

12. TERMINATION / BREACH OF CONTRACT

12.1 The Company shall be entitled to terminate this Agreement forthwith and without any liability to the Customer, by giving written notice to that effect, and repossess the Equipment within five working days following delivery of the notice.

12.2 The Company shall be entitled to terminate this Agreement forthwith and repossess the Equipment immediately, in the event that the Customer:-

12.2.1 fails to pay on the due date any sum due to the Company or any Related Company in terms of this Agreement, or any other agreement it has with the Company or any Related Company; or

12.2.2 breaches any obligation incumbent upon it in terms of this Agreement, or any other agreement it has with the Company or any Related Company;

12.2.3 has a receiver or administrator appointed over all or any part of its assets or has a liquidator appointed to it or passes a resolution to have itself wound up or becomes bankrupt or grants a trust deed for behalf of its creditors or enters into or attempts to enter into any arrangement or compromise with its creditors or becomes in the opinion of the Company unable to pay its debts as they fall due; or

12.2.4 threatens to cease, or ceases trading, or control of the Customer or its ultimate holding company passes to a third party.

12.3 In the event that the customer fails to comply with its obligations in terms of this contract, the company will be entitled to recover all actual legal and professional expenses incurred by it in either enforcing its rights under the terms of this agreement or in recovering damages to redress any breach on the part of the customer. Further the Company will be entitled to quantify and value any incentives of any description provided to the customer and recover the value of same from the customer.

13. THE CUSTOMER'S OBLIGATIONS ON TERMINATION

13.1 On termination of this Agreement in accordance with clause 12.2 above, the Customer shall:-

13.1.1 pay the costs of the Company in repossessing, repairing and selling or leasing the Equipment and the costs including any associated legal costs and expenses in recovering the Equipment and the Company's administration costs; and;

13.1.2 pay to the Company, all sums outstanding under this Agreement and other payments and interest and a sum equal to the amount the Customer would have paid had the Agreement continued for the Minimum Period or extended Minimum Period as appropriate.

14. INSPECTION AND RETURN OF THE EQUIPMENT

14.1 The Customer agrees to permit the Company or its representatives upon notice to the Customer to inspect the Equipment at the Installation Address.

14.2 Upon termination or expiry of this Agreement, the Company or its representatives may, subject to giving the Customer any notice required by law enter the Installation Address and or any premises where the Equipment is or is believed to be located to repossess the Equipment.

14.3 the Company reserves the right to charge the customer a fee, not exceeding £400 per item of equipment, to collect and dispose of equipment supplied in terms of this agreement, at the conclusion of the Customer's Lease.

15. ASSIGNATION

15.1 The Customer shall not be entitled to assign its rights or obligations under this Agreement without prior written consent of the Company.

15.2 The Company shall be entitled to assign its rights and obligations hereunder to whomsoever it may think fit.

16. SEVERABILITY

In the event that any clause or sub-clause in this Agreement is void or unenforceable for any reason the invalidity or unenforceability of such clause or sub-clause shall not prejudice the validity or enforceability of any other clause or sub-clause in this Agreement and shall be separate and severable.

17. WAIVER.

Any relaxation or indulgence granted by us to you, or any delay by us, will not be deemed in any way to be a waiver of or to prejudice our rights under this Agreement.

18. RISK.

Risk in the Equipment, consumables and all spare parts and/or consumables will pass to you on delivery to the relevant delivery address.

19. FORCE MAJEURE.

We will not be liable for any delay, loss, damage or injury (save for death or personal injury arising out of our negligence) arising out of any cause whatsoever beyond our reasonable control.

20. THIRD PARTIES.

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

21. COMPLAINTS PROCEDURE.

We aim to offer you an efficient, effective and comprehensive service. If you are dissatisfied with any aspect of our services, you should in the first instance raise the matter with our administration department who will respond within 5 Business Days. If our administration department are unable to resolve the matter to your satisfaction, the matter will be raised with a senior manager who will investigate as quickly as possible and make reasonable efforts to find a satisfactory solution in as short a time as practicable. Complaints should be made to: admin@mygroupsolutions.com

22. PERSONAL DATA

The Customer consents to the sharing of information, concerning the Customer, among the Company and any of its Related Companies.

23. GOVERNING LAW

This agreement will be governed and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

24. CUSTOMER ACCEPTANCE OF TERMS

The Customer, by execution of this agreement, will be deemed to have read, understood and retained a copy of this contract and conditions.

Signature

DocuSigned by:
Julie Miller
7DACBB907FD04EB...