



# IMAGE SERVICE AGREEMENT

Customer No.		Sales Person	
USER DETAILS			
Company Name	KINGSHILL PARISH COVNCIL	Invoice Address	KINGS HILL SOGRTS DANK
Type of Business	PHAINT CONTOLL		KINGS HILL SPORTS PARK 200 BEALON AVE, KINGS HILL
Company. Reg. No.		Postcode	ME19 - 4QP
Contact Name	JANINE BROWN	Telephone	01732 - 872271
Position	SPORTS DARK MANAGER	E-mail	JANINE BROWN SPORTSPARK
Contact Name	, , , ,	E-mail	@ KINGSHILL PARISH. GOV. UK
Location of Products (if different from above)			

EQUIPMEN	١T		a subjective and		
QUANTITY	MANUFACTURER	MODEL NUMBER	ACCESSORIES	LOCATION	STATUS N/U/R
1	RICOH	M8C20046P			N

SOFTWARE				
Quantity	Manufacturer	Product	Licensed for	Users/Devices/Servers
ADDITION#	AL PROVISIONS			
EQUIPMEN	T CHARGES			
Minimun	Period Of Agreement (mo	nths)	Payment Period (Please T	ick One)
	SIXIY	(in words)	• MONTHLY •	QUARTERLY • ANNUALLY
Standard	Charge Per Mono Image	No. Of Mono Images Include	ed Per Payment Period	Mono Toner Included
0.	5 Pence Per Image			• YES V • NU
Standard	Charge Per Colour Image	No. Of Colour Images Includ	led Per Payment Period	Colour Toner Included
4.5	Pence Per Image			∘ YES ✓ ∘ NO
Client Ter	rms (Please Tick One)		Remote Managed Servicing	ng & Meter Reading
• EXISTIN	IG CLIENT • NEW	CLIENT		∘ YES ✓ • NO
e number of Ima	iges included per Payment Perioa, plus t	he Non-Metered Products & Software Charges	each Payment Period is the Total Minimun	n Payment you must pay per Payment Period of this Agree
ION-METEI	RED PRODUCTS & SOFTWA	RE CHARGES	ALA TARRESTA	
	Maintenance Charge		ent Period	Additional Charges
£		+VAT MONTH QU	JARTER ANNUAL	
r the first 12	months of the agreement the man	ufacturers warranties apply, thereafter a	further 12 month warranty will be i	nvoiced on the anniversary of the Agreement.
Belivery of eq Installation of Installations o charges at our	alpinient will be enarged at £125.00 the device onto your network will the feetwork of livers to more than one current rates.	+ VAT per device. De charged at £65:00 + VAT per device. LAN-and or 5 PC's will incur extra	<ul> <li>Where different from the date of Accessories, Device Controllers a</li> </ul>	of this agreement, Installation and Maintenance of and Scanning Peripherals and the provision of items t es above will incur extra charges at our rates prevai
installation an Scanning Peri	d maintenance of Device Accessorie oherals will incur extra charges at o	s, Device Controllers and ur current rates.	<ul> <li>Software and licences as detaile at that time unless stated other</li> </ul>	d above are renewable annually at the rates prevail wise on this agreement
OUR ACCE	PTANCE	65 BA	OUR ACCEPTANCE	
uthorised !		- 0. 0 co	Authorised Signature	
ame	h 11 16	- HILLEDOW \	Acceptance Date	511110
itle	610	RIL RIL 2118	Accepted for and on behalf of Ap	014110

Your signature confirms that you agree the charges above and accept in full the Terms of this Agreement.

# Terms and conditions

# 1. THE AGREEMENT

- 1.1 Under this Agreement we agree to maintain and repair the Equipment at the Equipment Location in consideration of you paying our charges and fulfilling all your other obligations.
- 1.2 You agree that you are responsible for purchasing or hiring the Equipment, whichever shall be applicable, and retaining the Equipment for the duration of this Agreement.
- 1.3 If this Agreement is signed in contemplation of us supplying the Equipment and you entering a hire agreement with a third party (the Funder) to pay for the Equipment and you are unsuccessful in obtaining finance on your behalf within S6 days of this Agreement you agree to pay the Price of the Equipment in full to us. Unless the Price of the Equipment is specified in a Customer Order annexed to this Agreement the Price shall be calculated in accordance with the Equipment manufacturer's recommended retail price in place on the date of formation of this Agreement.
- 1.4 These terms and conditions, those on the front pages and on any Customer Order Form make up the full and whole Agreement between you and Apogee Corporation Limited. They supersede any previously issued terms and conditions of supply. No representation, term or condition not set but in this Agreement or any variation to these printed terms and conditions shall bind us except where made in writing and signed by one of our board directors listed at Companies House.

# 2. START OF AGREEMENT AND ITS LENGTH

2.1 This Agreement will start on the earlier of the Acceptance Date or the date of installation of the Equipment. It will last for the Period of Agreement on the front page and will continue from then on until it is ended as described in this Agreement. We may end this Agreement at once if you are in default of your obligations (see clause 13).

### INSTALLATION AND TRAINING

3.1 We will install and configure the Equipment overleaf, copiers, printers and other multifunctional devices ("Devices") which copy, scan, process, make or create hard or electronic images of any type of document, whether for printing, storage or electronic transmission ("Images") at the Equipment Location for your use and provide training covering the basic functions and features of the Device{s} within two weeks of the Acceptance Date.

We will install and configure the Software overleaf, software and licences ("Software") at the Equipment Location for your use and provide training covering the basic functions and features of the Software within two weeks of the Acceptance Date. Any further training required shall be chargeable in accordance with clause 516 below.

- 3.2 You must ensure that suitable conditions and sufficient working network points and power points are ready and available at the Installation Address. Where this is not the case an additional charge will be made, the amount of which will be notified to you {if reasonably practicable} prior to and in any event within 14 days of installation of the Devices. Installations involving in excess of five (5) personal computers and/or installation of the network drivers on more than one (1) LAN will incur additional installation time and will be chargeable at our then current technician rates. Time of installation and configuration of Devices is not of the essence of this Agreement and we will not be liable for any direct, indirect or consequential loss due to late installation and/or configuration. Where a Device is connected to a computer system, training will be provided for a workstation operator. We can provide further training, configuration and calibration at our then current rates. Where your software is not compatible with a Device you must arrange for compatible software to be installed at your cost.
- 3.3 You agree not to move or re-site any Device without notifying us in advance and obtaining our prior consent to it.

# 4. SERVICE

- 4.1 We will provide routine maintenance and repairs ("Services") to the Equipment between 9.00am and 5.00pm Monday to Friday excluding public holidays. We will use all reasonable efforts to ensure that no longer than 8 normal office hours elapse between your request for maintenance or repair and when the engineer arrives at the Equipment Location. The maintenance service includes all labour and spare parts for the first 12 months of the Agreement, but we shall be entitled to render charges if a request is made for maintenance or repair.
  - (i) Outside normal office hours, or
  - (ii) Following the mis-use of the Equipment or the use of consumables or throughput materials not approved by us or the Equipment manufacturer, or
  - (iii) As a result of any negligent act or omission on your part or operator error or defects in the operating environment, or
  - (iv) Where there is no material fault in the Equipment.
- 4.2 If we undertake to supply toner within this Agreement, it will be delivered to you within a reasonable time of your request during our working hours. We may make a delivery charge for this service. You may buy all other consumables from us for an additional charge.
- 4.3 If you do not meet any of your obligations on time without prejudice to any other of our rights we shall be at liberty to suspend all services, maintenance, repairs and supplies, or we may end this Agreement. This will not affect your obligations under the terms of this Agreement.

- 4.4 If you wish to change the Equipment Location you must notify us forthwith and in that event we shall have the right at our discretion (a) to increase our charges by a reasonable amount or (b) to terminate this Agreement.
- 4.5 We shall not be obliged to undertake any service or repairs to the Equipment that may reasonably be regarded as beyond economical repairs.
- 4.6 On the expiry of the manufacturers warranty a further 12 month extended warranty will be invoiced on the anniversary of the agreement, and under this extended warranty all parts that are required to be supplied, and or fitted will not be charged for. For the avoidance of doubt, should an extended warranty not be purchased then all parts fitted will be charged for. The extended warranty payment value will be in line with Apogee's published commercial rates based on the size and volume parameters of the MFD supplied.

### 5. AGREED CHARGES

- 5.1 The charge for the delivery for each Device of £125 plus VAT and the installation charge of £65 plus VAT for each Device described overleaf will be payable as standard for each Device and will be involced within two weeks of the Acceptance Date. An administration fee for the setting up of this Agreement of £85 plus VAT as described overleaf will be due and payable as from and in the first quarterly usage invoice.
- 5.2 Separately, the installation and maintenance of Device Accessories, Device Controllers, Scanning Peripherals and/ or Software will incur extra charges at our current rates as described on the front page.
- 5.3 The charge for a data security cleanse (the removal of all client data from a Device hard drive) for each Device of £75 plus VAT will be payable as standard at the termination of this Agreement for whatever reason.
- 5.4 All Devices have an Image volume meter ("Meter"). In such a case, the aggregate totals of Images actually taken or derived from that Device each Quarter ("Quarterly Image Volume") will be taken from the Meter either manually or by an automatic notification e-mail ("Notification E-mail") sent to us by that Device. You agree that this Agreement gives us your permission to enter onto your premises for the purpose of reading the Meter and your permission for us to use your mail server for the purpose of sending Notification E-mails.
- 5.5 You must pay a charge for each Mono Image and Colour Image in the Quarterly Image Volume ("Standard Charge Per Image") for each and all of the separate uses of each Device or their processes in creating, copying, printing, scanning or storing an Image or scanning into a fax transmission (whether it actually copies, prints, scans or stores electronically or fails to do so when operated through no fault of the Device). For the purposes of this Agreement an Image is a single sided A4 size. A3 size and double-sided A4 size will count as two Images. A scan which creates an electronic file for storage or distribution whether in mono or colour will count as one Mono Image.

In each Payment Period you can make the number of Mono Images included per Payment Period and, if applicable, Colour Images included per Payment Period. If more Colour Images or Mono Images are made than the number specified as included you shall pay for them at the specified Standard Charge per Mono Image and Standard Charge per Colour Image.

- 5.6 If we agree to acknowledge you as a New Client as indicated overleaf ("Client Terms"), we are willing to give you and have agreed a special introductory price of various items as specified in the 'Additional Provisions' section on the Agreement. We agree that the 'Additional Provisions' section terms on the Agreement shall apply from the date of this Agreement for a period of one (1) year. Thereafter the Standard Charge per Mono Image and Standard Charge per Colour Image as set out in the Agreement will apply.
- 5.7 By signing this Agreement you confirm that you agree that the Images included per Payment Period accurately reflect your anticipated use of the Equipment and requirements during the Period of Agreement. You agree that these are the minimum number of Images for which you must pay each quarter, regardless of whether or not you reach the included Image volumes in any Payment Period of this Agreement.

The number of Images included per Payment Period, plus the Non-Metered Products & Software Charges each Payment Period is the Total Minimum Payment you must pay per Payment Period of this Agreement.

You agree that, on each anniversary of the start date of this Agreement, the number of Images included per Payment Period shown will be reviewed and adjusted up to reflect the average actual number of Images produced per quarter in the preceding twelve months. This revised number of Images included per Payment Period will be the minimum number of Images for which you must pay each Period for the next twelve months.

5.8 In the event that the Equipment is or is to be linked to your computer network subject to the satisfactory completion of our Networked Equipment Site Survey Form we will carry out all necessary installations and will for a period of 90 days after the date of installation provide IT support without additional charge. Unless within the period of 90 days after the date of installation you notify us in writing that you do not wish us to continue to provide IT support we will thereafter provide IT support which will be chargeable. An IT Maintenance Charge of 775 plus VAT will first be due and payable 3 months from the date of this

to cover software updates/service support.

- 5.9 The Quarterly Image Volume will be taken from the Meters of Devices as described above and you will be invoiced accordingly. Where no Number of Images included per Payment Period applies you agree to pay for the number of Images produced during that period at the Standard Charge Per Image overleaf (subject to our minimum quarterly charge of £120 plus VAT for each Device).
- 5 In Our standard method for obtaining meter readings is via our remote monitoring service. You agree that, if you request that the machines under this Agreement are not covered by our remote monitoring service, an additional charge of £4 per device per quarter shall be payable by you.
- 5.11 We may estimate the number of Images taken in any Payment Period if we are unable to ascertain the exact number of Images taken in that Payment Period by using the information about previous Images taken. Such an estimate shall be binding on you subject to our being able subsequently to determine the exact number of Images taken.
- 5.12 You must pay the Maintenance Charge and Additional Charges described for each Payment Period for Non-Metered Products and Software in advance.
- 5.13 If toner is supplied under the terms of this Agreement, at the end of every Payment Period we reserve the right to charge for excessive toner usage where average consumption is at levels above those specified by the Equipment manufacturer as representative of normal usage for the number of Images charged, or where average consumption levels exceed 5% toner coverage per Image used.
- 5.14 Where you change any toner cartridges which still have more than 5% toner remaining, as measured by our remote monitoring service, you agree to be charged for the unused toner.
- 5.15 At any time following the installation of Device(s) by Apogee, if you request that we store any equipment for you, you agree you will be charged the fee of £5 plus VAT per item of equipment/machine per week which will be invoiced in arrears on a monthly basis. Where at your request we store equipment/machine on behalf of a third party until your previous lease obligations have been settled, the equipment/machine will be stored free of charge for a maximum of 90 days from the day of the storage commencement. After this 90 day period, you will be charged and agree to pay the fee of £5 plus VAT per item of equipment/machine per week which will be invoiced on a monthly basis. If such equipment/machine is not removed from storage within 180 days after its commencement you agree that we shall be entitled to deliver the same to you (or any relevant third party) at any time and that you will fully reimburse us all reasonable expenditure we thereby incur.
- 5.16 Following the initial basic training provided upon installation of the Equipment and/or Software, any further training shall be charged at our prevailing standard hourly rate. You shall be informed of the standard hourly rate for training prior to confirming the session.
- 517 If requested Apogee will provide you with, and empty periodically, toner recycling boxes These will be invoiced to you at a cost of £40 plus VAT each time a box is emptied.

# 6. INVOICES AND PAYMENT

- 61 Unless otherwise stated, invoices shall be sent to you quarterly. All our invoices must be paid by you without any deduction by way of set-off, counterclaim or otherwise within 30 days of our invoice date. Our standard collection method is direct debit If you opt to pay by another method an additional charge of 6.5% will be added to the outstanding invoice payable and will be due at the same date. Payments made by credit card will be subject to a card handling charge of 3%.
- 62 Payment on time is of the essence of this Agreement. No payment shall be deemed to have been received by us until we have received cleared funds. If you fail to pay any sum due to us, you shall be liable to pay interest on such sum from the due date for payment at the rate of 5% per annum above the base lending rate from time to time of The Bank of England, accruing on a daily basis and compounded monthly until payment is made, whether before or after any judgment
- 6.3 We separately reserve the right to claim the interest under the late Payment of Commercial Debts (Interest) Act 1998. In addition to interest, in order to rover our expenses intured, in the case of late payment, where you fail to pay any invoice that must be paid by you within the due date of the invoice, we reserve the right to charge you after of 25 plus VAT for each such invoice. We separately reserve the right to charge you for re-invoicing in the case of late payment, at a fee of £25 plus VAT for each invoice. Should we receive payment in the form of a cheque from you which is returned or refused payment by your bankers you agree we shall be entitled to charge you the sum of £25 plus VAT on each occasion. If you do not pay on time we may, at our sole discretion, stop providing the Services and/or delivering toner or we may end this Agreement forthwith without notice and clause 12 will apply. All payments payable to us under this Agreement shall become due immediately upon it ending for any reason despite any other provision. This shall not affect any of our other rights.

### 7. ANNUAL PRICE INCREASES

7.1 You agree that we are entitled to increase the Equipment Charges and the Non-Metered Products of Software Charges and the Quarterly IT Maintenance Charge at any time after the first year of this Agreement to cover increases in our costs. Under normal circumstances such increases will not be more than 10% but if for reasons beyond our control the price we pay for spare parts and supplies for the Equipment is increased by more than that rate we are entitled to pass these increases on to you. You may end this Agreement on 30 days' notice in the event that we make larger increases than the rates above by writing to us within 30 days of our first invoice containing the increased price. In such case, clause 14 will apply on termination.

## 8. RISK/TITLE

- 8.1 All Devices are at your risk from the time of delivery. In respect of Devices and any toner in which legal ownership has not passed to you, you shall:
  - (i) Hold them on a fiduciary basis only;
  - (ii) Store them so that they are identifiable as belonging to us;
  - (iii) Maintain them in a satisfactory condition, and
  - (iv) Keep them insured on our behalf for their full price against all risks to our reasonable satisfaction (and produce the policy of insurance to us if requested to do so).
- 9.2 You grant to us, our agents and employees an irrevocable licence at any time to enter any premises where any Device or toner in which ownership has not passed to you is or may be stored in order to inspect, repair, service or recover them.

### 9. QUALITY

- 9.1 We warrant that all Devices we provide to you under this Agreement will be of satisfactory quality.
- 9.2 We will not be liable for a breach of the warranty under this clause 9 unless we have received written notice of the breach or defect within 28 days of the time when you discover or ought to have discovered the breach or default.
- 9.3 You agree, as pre-conditions to our liability for a claim under clause 9.1, that:
  - (i) We are to be given a reasonable opportunity of examining any Device which is the subject of any claim for breach of warranty; and
  - (ii) You will, at our request, make a claim to our satisfaction under any applicable warranty provided by the Device manufacturer.
- 9.4 We shall not be liable under this clause if
  - (i) You make any such further use of such Device after giving notice to us under this clause without our written consent, or
  - (ii) The defect was caused by your failure to follow our oral or written instructions as to the storage, commissioning, handling use, maintenance, correction of errors of the Device or good trade practice; or
  - (iii) You alter or repair the Device or attempt to do so without our written permission; or
  - (iv) You have installed (or have attempted to install) spare parts or replaceable items not approved by us in advance; or
  - (v) A fault or defect arises through the Device's connection to equipment not approved or supplied by us for that purpose; or
  - (vi) Software not supplied by us has caused the Device to malfunction.
- 9.5 Our liability under this clause 9 shall be limited to repairing or replacing the defective Device (or the defective part of it) at our option.

# 10. YOUR LIABILITY

10.1 Any indication, whether written or implied by your actions, that you do not intend to fulfil all your obligations (including non-payment) under this Agreement will constitute a breach of this Agreement.

If you breach this Agreement and if we (in our sole discretion) decide that this Agreement cannot continue this Agreement will end when we notify you of such decision and we will give you written notice of all our losses, charges and costs in accordance with this Agreement which must then be paid by you together with all amounts owed by you to us.

# 11. LIABILITY

11.1 In no circumstances shall we be liable to you or any third party for indirect or consequential damage or loss howsoever arising. Our aggregate liability to you whether for negligence, breach of contract, misrepresentation or otherwise shall not (save only for liability for death or personal injury caused by our negligence) in respect of any single occurrence or series of occurrences exceed four times the Total Minimum Payment.

# 12. TERMINATION

12.1 Subject to clauses 3.5 and 6 this Agreement will end on the expiry of the Period of Agreement as described overleaf provided one of us has given the other at least three (3) months written notice to the other that it is to end on such expiry date. If you wish this Agreement to end at the end of the Period of Agreement we must receive your written notice of that at least three (3) months before them.

12.2 If no such written termination notice is served by eithe

for a further period of twelve (12) months from the end of the Period of Agreement and that consequently either party is then required to give the other at least three (3) months written notice that it is to expire, such expiry only to occur on such twelve (12) month anniversary date. This continuation shall continue on a rolling basis until terminated on an anniversary date by the expiry of at least three (3) months written notice served by one of us upon the other in accordance with the terms of this Agreement. Where so extended, the Period of Agreement is agreed to be extended for that period of time.

12.3 If any of the following things happen your right to possession of the Devices and any toner in which ownership has not passed to you shall terminate immediately and in addition we will be entitled to immediately terminate this Agreement (and we shall be entitled to promptly recover any Devices the subject of this Agreement) and to charge and to be paid all the termination payments as calculated and described in clause 14 if;

 (i) You are unable to pay your debts, you go into bankruptcy, liquidation or have a receiver or an administrative receiver appointed over any of your assets;

- (ii) You make an arrangement with your creditors, or
- (iii) You have any bill of exchange cheque or other negotiable instrument drawn by you in our favour dishonoured on presentation for payment; or
- (iv) You do not take delivery of the Equipment or the Equipment is not located at the Equipment Location; or
- (v) You do not make payment on time or do not fulfil or comply with any of Your Obligations; or
- (vi) You are in material breach of this Agreement and fail to fully remedy that breach with seven (7) days of our serving a notice on you to do so; or
- (vii) You cause us loss or damage by your negligent acts or omissions; or
- (viii) If you move a Device to a different address without our consent or otherwise not in accordance with our instructions
- 12.4 If, in our reasonable opinion, there is a substantial reduction at any time in your average Quarterly Image Volume over a period of two [2] quarters or longer when compared to your average Quarterly Image Volume since the start of this Agreement or as stated overleaf (being a reduction exceeding 20% from such earlier average Quarterly Image Volume), then you agree that we shall have the right to terminate all or part of this Agreement after the expiry of a written notice of at least seven [7] days to terminate served by us to you. In such circumstances, you agree it is fair and reasonable that we shall be entitled to promptly recover all or any Devices the subject of this Agreement and to charge and be paid all the termination payments as calculated and described in clauses 14. Each method of the calculations described in clauses 14. and 14.2 shall be undertaken by reference to and based on the sums paid or payable by you to us in the period up until the start date of what we have detected to be the substantial reduction in average Quarterly Image Volume. The termination payment due shall be calculated from that date.

# 13. YOUR OBLIGATIONS

13.1 As long as this Agreement lasts you must:

(i) Appoint a key operator who shall be responsible for receiving initial training on the Equipment and thereafter for ensuring that the Equipment is operated in accordance with our recommendations and those of the manufacturer and that all consumables of whatever kind required in operating the Equipment shall be original manufacturer branded or of a type recommended by us:

- (ii) Make all payments in full and on time;
- (iii) Not move the Equipment or make any changes to it without our prior written consent;
- (iv) Not deal with the benefit of this Agreement in any way,
  (v) Return all unused toner to us when this Agreement ends;
- (vi) Make available to us such facilities as we reasonably require to conduct maintenance and repairs:
- (vii) Comply with all other requirements as are set out in this Agreement;
- (viii) Provide true and accurate meter readings on a monthly basis and otherwise on demand.

# 14. CONSEQUENCES OF TERMINATION

- 14.1 On termination of this Agreement at any time, all sums due to us then outstanding under this Agreement and any interest due on such sums shall become immediately due and payable to us.
- 14.2 If we end this Agreement because of your default, or if you wish to terminate this Agreement before the end of the Period of Agreement or any subscouent anniversary thereof, you will have to pay us the total of the following:
  - (a) Any charges, interest or other monies that you owe, plus (b) Our costs in collecting the charges, interest or other monies that you owe, plus
  - (c) Compensation for agreed loss of profit. This will be an amount equal to the total of our charges you would have paid for the rest of the Period of Agreement for Continuation Period of applicable) calculated by reference to the prevailing lotal Minimum Payment, or should the Total Minimum.

a discount to reflect the savings we would make by not having to provide the service. You agree that a fair and reasonable estimate for these savings amounts to 12.5% and such percentage shall be deducted from the amount payable under the provisions of this clause.

# 15. NO TRANSFERS

- 15 I Your rights and obligations under this Agreement cannot and must not be transferred by you without obtaining our prior written approval. We reserve the right to transfer or delegate any or all our rights and obligations under this Agreement.
- 15.2 You may not assign this Agreement in whole or in part without our prior written consent. We may assign all or any of our rights, and may subcontract or delegate all or any of our obligations.

### 16. FORCE MAJELIRE

16.1 Neither of us shall be liable for failure or delaying of our obligations under this Agreement due to strikes, blockades, terrorism, wars, revolutions, fires, floods, explosions, earthquakes, government regulations or orders or any other cause, including the obtaining of replacement parts, beyond our reasonable control.

### 17. GENERAL TERMS

17.1 This Agreement is the entire agreement between you and us. It is subject to the laws of England and Wales and the exclusive jurisdiction of the English High courts. If any term of this Agreement is found by a relevant court or tribunal to be wholly or partly illegal, void, invalid, voidable, unenforceable or unreasonable and it is deemed not to form part of this Agreement then the rest of the terms of this Agreement will continue in full force and effect.

We agree that neither of us is entering this Agreement based or relying on any representation, assurance or statement (or lack thereof) except as is set out in this Agreement.

Any failure or delay by us in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of our rights under this Agreement. Any waiver by us of any breach of, or default under, any provision of this Agreement by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

This Agreement applies to all Devices individually so that should any single Device fail, the rights and liabilities in respect of other Devices will not be affected. Any breakdown, theft, loss, destruction of, or damage to any Devices will not affect your obligations under this Agreement, which will continue.

- 17.2 Subject to clause 14 the parties do not intend that any term of this Agreement shall be enforceable due to the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.3 All notices under this Agreement must be in writing and delivered by hand or sent by post to the other party's address. The address will be as stated in this Agreement or, for a limited company, its registered office, or the last known address of the other party. A notice will be deemed to be delivered on the date it was delivered by hand or 24 hours later if posted.
- 17.4 If you are a firm or partnership the liability of all partners shall be joint and several.

To find out how Apogee's Managed Services can help you, please call:

0845 300 99 55 Apogeecorp.com

Nimbus House

Liphook Way, 20/20 Business Park, Maidstone, Kent, ME16 OFZ

T 0845 300 99 55

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LEASING SOLUTIONS	Hire Agreement regulated by the Consumer Credit Act 1974	Owner ("Us", "We", "Our")	BNP Paribas Leasing Solutions Limited, St James Court, St James Parade, Bristol BS1 3LH	Hirer ("You", "Your")	Name(s) KINGS HILL PARISH COUNCIL	Trading as (if required) KINGS HILL SPORTS PARK	ADDIES 200 BEACON AVE KINGS HILL	

WIMBUS HO, UPPLICOR WAY 20/20 BUSINESS PAAR KANDIDUSE ME16.062

Confirmed by You (please signi

Salesperson: DAVE KNORCON

NAME APOSEE COMPONATION LTD

Supplier's Details

Additional Provisions

Data Protection

Accepted f~

Hirer!

By signing this Agreement You agree that We may make credit searches against You and obtain information about You and Your business.
You presented debuils may be used by Us and Our group, to send to You information about Our smiler products or services to those You have purchased and which We consider may be of informed to You. By signing this Agreement, You againdicating Your consent to receive marketing communications via post, email, SMS and telephone. If You do not wish to receive such communications please tick, Fig. 8.

Oute X 23/2/15

19.4.18 te of this Agree

Email

Contact Name:

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You confirm that sit the information You have provided is fluid and correct and that You are making the Agreement in the course of Your business. You have selected the Products and agree that the retirn of Oldstages 3.1 and 6, the exclusion of hability clause, are reasonable. By signing 1 an two are confirming that Landwe are entering into the Agreement for the purpose of the business carried out by menus or which livine intend to carry on. IWe also confirm that Iwe have not said or done anything nor given the owner anything which contradicts this.

Key Financial Information         Products - See strached schedule relevence       for as set out below:         ON       Manufacturer         Manufacturer       Model         Full: SyDTEM	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUM		
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RICH MOLLOCH SASP FULL SYSTEM		set out below:	
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faintenance Charge included in each Rental (if included see Clause 5)	(plus VAT)	(inc. VAT)
the Rentals may be varied under this Agreement in the event that any of the assumptions act out in Clause 2 prove not to be correct, or if We insure the Product used to the Supplier's Maintenance Charges increase as set out in Clause 5.3 or if our Supplier's Maintenance Charges increase as eat out in Clause 5.3 or You stop paying the Supplier's Maintenance that further est out in Clause 5.3.	anny of the ausumptions set out in Clause 2 prove not to be correct, or if We in Maintenance Charges increase as set out in Clause 5.2 or You stop paying th	not to be correct, or if We insure the Products or take a 5.2 or You stop paying the Supplier's Maintenance
arly Termination Charge		

An Annual Service Fee of £40 plus VAT will be payable on each Anniversary of this Agreement.

You may apply to Us to terminate the hang of the Products during the Manimum Period by giving Us at least 90 days written notice, if We accept Your request You must pay Us a sum calculated in accordance with Clause 8 and an administration fee of £150 plus VAT.

# Key Information

Unless otherwise agreed before You says the Agreement all payments by You must be paid by Deact Distail. You choose after significant his Agreement to pay other means than You must pay US \$20 pair VAT for each payment payable on or after the date of the change pursant to Chause 27. You must produce such except control or desired in the foreign You must produce such except control or mustance as We may require from time to them and no desired. We have the agilt, Us into objection, to exerce the Producis and You shull, on Cernant, removate to Us the coad of such naturative pursant to Chaise 4.3. You must pay interest from takey to the coad of such naturative pursant to Chaise 4.3. You must pay interest from takey to the coad of such naturative pursant to Chaise 4.3. You must pay interest from the say well as before any judgment, from the ode other unit We reckret it.

You must pay Us the following charges if You breach this Agreei

- Non-direct debit payment fee £50 plus VAT
- Armans administration fee £95 paus VAT
- · Bounced payment lee £25 plus VAT

You must amediately bay Us-all other oxpenses (including, but not lensed to, bacing feed, yet also costs and thu Usery Collector results) that We trace if You Institute his Algeriann or He have to efficient a updient You. Soci charges shall include, but not be finited to, the charges a trained by Use has away or defending any own at Exton autority to many breach or enclocations of the Algerians's investigationing the value of start claim. When the Agreement experts, or a terminated, You must return the Products in accordance with Classified 2.2 and 1.9 to do not You must committe to pay Pentals at the amounts and markets specified in title Agreement until the Products are received and accepted by Us and Cabuse 9.2. Other, amounts reteimed, to in Clause 9.2.

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-	a Agreement I you want to	of Hirer(s)	
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Date(s) of signature(s) X — (3) (2) (1) Dispersion must not self them. Under this agreement the products do not become your property and you must not self them.

Declaration for exemption relating to businesses (articles 60C and 600 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

vices and Markets Act 2000 or VMer understand that VMe' will not have the benefit of the protection and remedies that would be available to metus' under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts. • Larr/We are" ontering this agreement wholly or predominantly for the purposes of a business carried on by me/us.

I ant/We sig aware that, if Lam/we doe in any double as to the consequences of the agreement not being regulated by the Financial Abelia as accordance.
 The Consumer Careat Act 1974, their Uver amount week independent legal advice.

On any termination of the Approprient and/or the bring of the Products You must: and as agreed dampage for Our bospec of Penniss and other payments and anterest, and as agreed dampage for Our lospec due to Your actions a sum repeal to all the Remarks (less any Paintenance Continued for Whatmenance Chargegl) but You would have pend to find the Appropriate of the Mamman Period less a document from the dotte of termination to the date the Remarks (wond chrowes the Mamman Period less a document from the dotte of termination to the date the Remarks (No pay all Our Costs in repossessing, repairing and selling the Products and administration of the termination; and administration comparison to the date of the remarks of the Appropriate and Clause 9 below or compensate Us for Our fosses one to You'r faince to do so.

MISSING PAYMENTS

Missing Payments could have severe consequences and may make obtaining credit more difficult.

The Constants Certified And 1994 codes the all generated and high solow rectain requestrent for york profession which should have been completely while the agreement against you without getting a If they were not, the fowers cannot enforce this agreement against you without getting a count order. If you would like to know how all adult you may survive the Act, contact enther your local If you would like to know how all adult your regists useful the Act, contact enther your local Training Standard Department or your missest Cuttown Affive B bursa. IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

Crach Position(s) X Please Print Name(s) X

Debit

Please till in the form and send to BNP Paribas Leasing Solutions Limited, St James Count, St James Parado, Bristol BS1 3LH

Bank/building society

Name and full postal address of your bank or building society

To: The Manager

building society to pay by Direct Debit

Instruction to your bank or

The Supplier undertakes to settle this commitment on Your behalf upon acceptance of this Agreement. By signing the Agreement You authorise Us to pay the Supplier the Amounts and in doing so this is the extent of Our liability.

+ VAT

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Rental for additional Products

1 600 OO

How We work out Your Rentals excluding Maintenance Pnce of the Products (after any trade-in allowance); Amount required to terminate existing Agreements: Total price upon which Rentals are calculated:

Lease Proposal Information Location of Products if different from above:

Private Address (if non-corporate).

Date(s) of Birth:

Rental for retained Products (if any,

Rental for Products

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Rentals are based on a rate per £1,000 of

Where the total price upon which Rentals are calculated includes an amount to settle a corn

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nent for existing products under Agreements between You and

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Bank/building society account number

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You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

- If you receive a refund you are not entitled to, you must pay it back when BNP Paribas Leasing Solutions Limited asks you to

If an error is made in the payment of your Direct Debit, by BNP Paribas Leasing Solutions Limited 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 there are any changes to the amount, date or frequency of your Direct Debit BNP Paribas Leasing Solutions Limited will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request BNP Paribas Leasing Solutions Limited to collect a payment, confirmation of the amount and date will be given to you at

the time of the request

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

The Direct Debit Guarantee

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