

## **Individual Contract Service Requirement HSY20031**

**The Individual Contract Service Requirement will apply to all Orders/Individual Contracts that are entered into between the Customer/Member Authority and the Supplier.**

The Individual Contract Service requirements will be agreed between both the Supplier and the Customer/Member Authorities. This will be based upon the requirements aspects of the Further Competition or Direct Award and the outcomes of the due diligence process. This document may be added too, subject to the agreement of Member Authority/Customer/End User and Supplier. However, no part may be removed.

The Contracting Authority will look to award to a number of Suppliers who will take the primary responsibility for meeting the Customer's/Member Authority's needs, including the provision of Goods and/or Services and the overall management. Where any Sub-Contractor or 3<sup>rd</sup> Party is introduced into the relationship, this will be done with the formal agreement of the Customer/Member Authority based on the full understanding that the primary responsibility remains with the Supplier.

This Annex J sets out the Service requirement to be provided by the Supplier to the Member Authority/Customers/End Users for the Individual Contract under the Framework Agreement LOT 1.

### **1. Services Covered**

This Annex J covers the base level of service applicable to all Services provided.

The Maintenance Services agreement is mandatory in respect of the Leased Equipment but is equally available to Member Authority's/Customers/End Users who purchase Equipment outright.

There may be occasions where a Member Authority may wish to opt out of the Maintenance Service agreement for a specific Customer. On these occasions the Supplier will continue to provide support, consumables, training and parts free of charge as required as part of a reduced CPC Maintenance Service agreement.

The Maintenance Service agreement includes installation, network connections, initial product training, preventative and breakdown maintenance, mono toner, colour toner, staples, scans, maintenance for free of charge Software, remote support, network support, replacement parts, firmware upgrades, labour charges and all consumable requirements (excluding paper). It is expected that a more regular/higher level of preventative maintenance will be required in the case of high-volume equipment.

The Supplier will ensure they can support upgrades in global operating systems introduced regularly e.g. Microsoft applications

Lease charges and CPC charges of Individual Contracts cannot increase, however reductions will be accepted.

## **2. Duration**

In accordance with the 'Public Contract Regulations 2015' Individual Contracts based on a Framework Agreement are to be awarded before the end of the term of the Framework Agreement itself. The duration of the Individual Contract does not need to coincide with the duration of the Framework Agreement (48 months), but might, as appropriate, be shorter or longer. In particular, the Customer/Member Authority is allowed to set the length of Individual Contracts based on a Framework Agreement taking account of factors such as the time needed for their performance, where maintenance of Equipment with an expected useful life of more than four (4) years is included or where extensive training of staff to perform the Individual Contract is needed.

The validity will continue beyond the expiry of the Framework Agreement until all Lease agreements, inclusive of agreed extension periods, have ended.

Where products have been purchased outright then the Maintenance Services should be available for 7 years from the date of installation.

In addition, all replacement parts, consumables and non-network accessories will be available for a minimum of 7 years after production ceases.

## **3. Operating/Finance Lease**

Tenderers must be able to meet the most up to date government standards when providing Leases.

The Supplier should be aware that Schools are not permitted to sign Finance Leases but Operating Leases only. It shall be the Suppliers responsibility to ensure that when dealing directly with Member Authority/Customer/End User that they ensure that the Member Authority/Customer/End User, especially in the case of Schools, has the ability to enter into the agreement.

If at any point during the Framework Agreement it is determined that the Supplier has entered into an Individual Contract with any Member Authority/Customer/End User that does not meet the correct and permitted arrangements the Individual Contract will be terminated without penalty to the Customer/End User or the relevant Member Authority and/or Contracting Authority.

The requirement for there to be a residual value in an Operating Lease means that the asset will be Leased for substantially less than its useful economic life. Suppliers on request are to provide percentages for Individual Contracts.

The initial agreed Lease period can be extended for a further agreed period provided the reduced Lease is less than the open market value for the asset.

Member Authority/Customers/End Users may formally extend Individual Contracts subject to the agreement of all Parties, based on the reliability and age of Equipment. Any such extension will continue until the appropriate termination notice is given by either Party or until the end of the agreed extension period.

Should the Individual Contract continue past the primary period without a Formal Extension being agreed by Parties the Individual Contract may be terminated by the Customer/Member Authority/ End User at any point during the extended period, subject to fifteen (15) working days notice, without settlement.

For the avoidance of doubt extension periods will be determined in agreement with the Customer/Member Authority/End User and Supplier and should remain in line with Leasing standards. No notice period will apply for Individual Contract expiry collections. CPC costs will remain fixed. CPC will continue to be charged as per the Customer/Member Authority/End User usage until such time the Individual Contract has been terminated.

Third party financing will not be acceptable.

Any third party finance required by the Supplier must be under a separate agreement and form no part of this Framework Agreement. Individual Contracts/Orders will be placed with a Supplier for an agreed fixed quarterly rental and a fixed CPC rate for an agreed period of time. No Customer, End User, or Member Authority will sign or be responsible for a separate Lease agreement.

All invoicing should be provided directly by the Supplier to the Member Authority/Customer as stated on the Order.

Additional options added to a Device after installation, should be coterminous with the original Individual Contract end date.

#### **4. Maintenance Services Agreement**

The Supplier must be able to provide a comprehensive Maintenance Service covering all aspects of network enabled products and traditional standalone single function Equipment.

Maintenance, support and consumables can be funded through CPC billing.

All toner remains the property of the Supplier until on the printed page. All toners must be Manufacturer's originals.

CPC costs will be per printed page, and will not vary with page size (A6, A5, A4, A3, A3+, SRA3 and banner page) and should include all consumables excluding paper.

CPC will be fixed for the full period of the Individual Contract including any extensions once the Device has been installed.

The Maintenance Services agreement should be available as an option for outright purchased and obligatory for Leased Equipment. Should the Member Authority/Customer/End User opt out of a Maintenance Services agreement under outright purchase the Equipment should be covered under the standard Manufacturer's 5-year warranty.

The Maintenance Services includes installation, network connection, initial product training, preventative and breakdown maintenance, mono toner, colour toner, staples, scans, maintenance for free of charge software, remote support, network support, replacement parts, firmware upgrades, and labour charges. The Supplier will ensure they can support upgrades in global operating systems introduced regularly. e.g.

Microsoft applications, Sims applications. Service engineers must be fully trained and qualified by the Manufacturer to service Devices.

Maintenance Service should be available for a minimum of 8 working hours between the hours of 8.00am and 5.30pm Monday – Friday.

Extended out of hours Equipment Maintenance Service should be made available upon request under special circumstances as required by each Customer/End User/Member Authority.

Any third-party Equipment supplied by the Supplier and or their Sub-Contractors shall remain the full responsibility of the Supplier as if the Equipment were the Suppliers own and will be covered by all Terms & Conditions and Specification & Requirements

All scanning will be free of charge.

## **5. Due Diligence**

The Supplier must carry out their due diligence process prior to Individual Contract commencement date.

The Supplier must satisfy itself of all relevant details relating to the suitability of the existing and future operating environment; operating processes and procedures and the working methods of the Customer/Member Authority/End User; ownership, functionality, capacity, condition and suitability of Customer/Member Authority/End User Equipment for use in the provision of the Goods and/or Services and existing contracts and liabilities which are to be novated to the Supplier. The Supplier must ensure they are satisfied that the Customer can enter and are in a position of authority to sign an Individual Contract.

The Supplier must advise the Customer/Member Authority in writing of each aspect of the operating environment that is not suitable for the provision of Goods and/or Services, the action needed to remedy each aspect and a timetable for and costs of those actions.

The Supplier shall not be entitled to recover any additional costs resulting from any unsuitable aspects of the operating environment, misinterpretation of the requirements of the Customer/Member Authority or failure by the Supplier to satisfy itself as to the accuracy of the due diligence information.

## **6. Regulated Agreements**

On occasion throughout the life of the Framework Agreement/Individual Contract there may be the need for a finance agreement. Please note that educational establishments cannot sign a Finance Lease.

The regulated agreement must include specific information such as:

- amount of borrowing
- length of agreement
- interest rates
- any charges to be made
- amount and frequency of payments

- Customer/Member Authority cancellation rights.
- state if regulated by the Consumer Credit Act
- total charge for credit and Annual Percentage Rate (APR)

This must be produced in association with the terms and conditions contained within this Framework Agreement.

## **7. Outright Purchase**

The Supplier is required to provide the option for outright purchase of all Equipment available.

The Supplier shall offer Maintenance Services agreement for any Device purchased outright by the Customer/Member Authority and this shall be for a minimum period of three years or more as specified by the Customer/Member Authority. The cost for this Maintenance Service will be based upon the CPC cost as specified in the Tenderers return and any future amendments (Schedule Nine ITT).

## **8. Customer Service**

The Customer/Member Authority/End User will identify one person who will be responsible for the Individual Contract on behalf of their organisation.

The Supplier will ensure the Customer/Member Authority/End User contact is kept fully informed and updated about Equipment performance, activity and any outstanding issues at all times, including stock issues that may cause delivery delays.

Telephone call backs should be made within 24 hours of request wherever possible; and requests for information and/or quotations should be responded to within three (3) working days.

The Supplier will always inform the selected Customer/Member Authority/End User contact before making visits to site (other than for Maintenance Service/repairs calls by the engineers)

The Supplier will respond to documented complaints within two (2) working days. If the issue remains unresolved after this time, it can be formally escalated to the applicable Member Authority.

## **9. Trial Devices and Device Demonstrations**

The Supplier will be required to provide Devices for trial and/or acceptance testing/evaluation at the Customer/Member Authority's/End User's Premises or other agreed location.

Trial Devices will be free of charge for a period of two (2) weeks. The Supplier will be required in some cases to demonstrate Devices. All demonstrations will be free of charge.

## **10. Informal Surveys**

Informal surveys are required to assist Member Authorities/Customer/End Users establish existing document output Equipment, product specifications and/or page output volumes.

Informal surveys should be provided where a small number of products are involved and assessment can be completed within a working day, followed by a short, written report. Informal surveys are to be provided free of charge. Charges may be agreed with the Customer/Member Authority for full print consultancy.

The Supplier should provide the Customer/End User/Member Authority with suggestions to assist in replacement Equipment, product rationalisation, budget reduction, asset reduction and management Software which meets all requirements.

## **11. Equipment Delivery**

All Equipment should be delivered and installed free of charge within fifteen (15) working days of receipt of an Order, or in accordance with the installation timetable agreed with the Member Authority or Customer/End User. The End User must be notified of any delays in delivery/installation and given the option of either replacement Equipment of the same or higher specification at the same price or cancellation of their Order without incurring penalties.

The Customer/Member Authority will determine the exact delivery requirements for the Individual Contract. Delivery requirements are as per instructions in the Individual Contract/Order.

If a Supplier fails to deliver in accordance with the agreed instructions the Contracting Authority and Customer/Member Authority's reserve the right to claim Damages as set out in Annex I of this Framework Agreement.

The Supplier must give a minimum of three (3) working days' notice for delivery and/or installations, unless urgent delivery is required.

All Goods shall be appropriately packaged and secured in such a manner as to ensure that it is received in good condition at the receiving destination.

All physical packaging will be considered free and must be removed by the Supplier at time of installation unless stated otherwise. All costs associated with the return or specialist disposal of packaging materials will be borne by the Supplier(s).

Delivery of all items (including toner, staples and replacement parts (consumables) shall be free of all charges to the Customer/Member Authority and compliant with the requirements. This does not exclude exceptional circumstances e.g. crane hire which will be agreed in advance of delivery with the End User. On occasions Customers/Member Authorities may require weekend or timed deliveries, in these circumstances reasonable charges may apply in agreement with Member Authority/Customer/End User.

Dead on Arrival (DoA) Equipment should be removed by the delivery agent and arrangements made for either loan Equipment or replacement Equipment to be delivered within a maximum 5 working days.

Any damage to End Users Premises or property by the delivering agent authorised by the Supplier shall be made good at the Suppliers cost and within a period of not greater than 3 weeks. Any damage that is considered as life threatening or renders Premises unusable the Supplier shall use best endeavours to rectify immediately.

## **12. Delivery/Installations**

Equipment weighing more than 20kg should be delivered and installed in the location determined by the End User, subject to there being sufficient power and/or ventilation, reasonable access and sufficient load-bearing capability to ensure satisfactory working of the Equipment and compliance with Health and Safety regulations.

All Equipment should be delivered and/or installed free of charge within 15 working days of receipt of an Order, or in accordance with the installation timetable agreed with the Member Authority or Customer/End User. The End User must be notified of any delays in delivery/installation and given the option of either replacement Equipment of the same or higher specification at the same Price or cancellation of their Individual Contract without incurring penalties.

There will be occasions when the End User may require delivery sooner, e.g. 5 working days. The Supplier shall make every effort to comply with these requirements and must notify the End User if they cannot.

Suppliers must communicate directly with the End User to obtain agreement for the anticipated delivery and/or installation date and time.

Delivery and/or installation should be made to the address provided on the Order and be signed for by an authorised person.

Equipment should be unpacked, sited and configured at time of installation and left in working order. All packaging material should be removed at time of delivery.

Engineer installation and network connection should be commissioned by the Supplier within 2 working days (48 hours) of Equipment delivery, subject to End User requirements.

All Equipment delivery and installation will be free of charge, provided reasonable access is available. Special access requirements will be advised in advance and any charges must be agreed prior to delivery of the Equipment by the Customer/Member Authority/End User.

Equipment delivery will include provision for stair-walkers and four (4) man lift scenarios where required by End User sites.

All Equipment should be supplied with a correct UK power connection.

Equipment should be accompanied by all necessary documentation, i.e. operation instructions, technical specifications, safety precautions (COSHH data sheets) and must comply with all current Health and Safety and relevant Electrical regulations.

Power cables for mains supply connection must be a minimum of 1 metre in length and terminating in a correctly fused plug, i.e. 13A or as otherwise required.

End Users are responsible for building alterations to allow for Equipment installation (and eventual removal) and any additional requirements to assist Equipment operation, e.g. air conditioning, network points.

Suppliers are responsible for ensuring they are able to provide suitable delivery vehicles and equipment, e.g. –tail lifts, stair-walkers.

The Supplier must take overall responsibility for any Sub-Contractor they use in the delivery and installation of the Equipment to ensure they meet the stated Service requirements.

### **13. Equipment Insurance**

The Supplier must provide individual insurance for all Leased Equipment. It is the Supplier’s responsibility to insure all Leased Equipment against all risks and must include fire, theft, loss and accidental damage (excluding deliberate and/or negligent acts).

### **14. Maintenance Service Support Hours**

Service engineers must be fully trained and qualified by the Manufacturer to service Equipment.

Extended out of hours Equipment Maintenance Service should be made available upon request under special circumstances as required by each Customer/End User/Member Authority, subject to cost.

Service request logs should be placed with the Supplier’s helpdesk by email, telephone or fax.

Engineer Maintenance Support - Engineer support will be provided as a minimum of 8 working hours between the normal service hours listed:

<b>Engineer Support</b>	<b>Monday – Friday</b>
Standard	08:00 – 17:30

Telephone/Helpdesk Support - Telephone support will be provided as a minimum between the normal office hours listed:

<b>Telephone Support</b>	<b>Monday – Friday</b>
Standard	08:00 – 18.00

Website Support - Website support will be provided on a 24-hour basis for Maintenance Service requests, consumable ordering and meter reading submissions.

### Customer Telephone Support

The Supplier shall provide a helpdesk and support service to assist End Users/Customers/Member Authorities when selecting Equipment, providing general information, consumable support, specific guidance and contracted Prices

### **15. Response Times**

Consistent with high up-times, fast responses times are required throughout the Individual Contract/Order.

On-site engineer support must maintain an average four-hour Maintenance Service response during the normal working hours.

The maximum Maintenance Service response time must not exceed six working hours which will be monitored for individual Equipment over quarterly periods.

Response time is the time from the End User/Customer/Member Authority first placing a Maintenance Service request, to the arrival on-site of an engineer at the Equipment.

<b>Service Response Times LOT 1</b>	
Average Service Response	Four Hours
Maximum Service Response	Six Hours
<b>Service Response Times LOT 1 High Volume Devices over 80 PPM (Mono)</b>	
Average Service Response	Two Hours
Maximum Service Response	Four Hours

Regular preventative maintenance must be carried out at least six monthly for floor standing Devices above 25 ppm and for all other Devices at least once per 12-month period.

First time fix should average 90%

Suppliers should note that once a Device hits repeated downtime of 20% and above then Clause 17 applies.

### **16. Delivery of Services**

Suppliers are required to provide the Services on the date(s) specified by the Customer/Member Authority.

The Customer/Member Authority may inspect and examine the manner in which the Supplier provides the Services at its site.

In the event that any of the Services are not delivered in accordance with the Individual Contract/Order, the Customer/Member Authority, without prejudice to any other rights and remedies of the Customer/Member Authority howsoever arising, shall be entitled to withhold payment for the Services that were not delivered satisfactorily until such time as the undelivered Services is delivered.

The Supplier shall remedy any breach of its obligations to this Individual Contract within three (3) working days of becoming aware of the relevant Default or being notified of the Default by the Customer/Member Authority or within such other time period as may be agreed with the Customer/Member Authority taking into account the nature of the breach. The Supplier shall meet all the costs of rectifying the breach. The collection of Equipment at the end of the Individual Contract Period will be free of charge.

## **17. Problem Device**

Customers/Member Authority/End Users reserve the right to request a replacement Device of equivalent specification inclusive of features for Devices with a poor reliability record, or consistently occurring problems.

The Device will automatically be replaced, on a like for like basis under the same terms of the Individual Contract when:

- a) The Device has had 6 or more breakdown calls in one quarter.
- b) The Device has not achieved the expected up-time two quarters in a row.
- c) Downtime is more than 20 per cent (%) of available up time over a quarterly period.
- d) A colour Device has become incapable of achieving the specified DPI.
- e) Mono Device has become incapable of achieving the specified DPI.

The Device will be upgraded to a replacement Device at no cost to the Customer/Member Authority/End User if the average monthly usage of the Device over two quarters exceeds the Manufacturers published maximum volumes (not duty cycle).

Any replacement Device will be for the remaining period of the original Individual Contract unless otherwise agreed with the Customer/Member Authority/End User. No settlement figure arrangement will be acceptable under these circumstances. It is noted that where less than 40% of the initial primary period remains a second-hand Device can be offered subject to agreement with the Member Authority/Customer/End User.

## **18. Operator Error**

Maintenance Service requests which are considered to be "operator error" by the Supplier should be provided free of charge. i.e., paper jams, incorrect toner replacement

Appropriate training should be provided to avoid future problems.

All basic training at time of installation will be free of charge including high volume print room Devices and Software solution packages.

An instruction and/or operators handbook must be delivered or made available digitally with all Equipment at the time of delivery.

Advanced or extra training is chargeable and must be identified on Individual Contract/ Order.

## **19. Software**

A range of open architecture print Software is required, including, as a priority, where appropriate Software for clustering, print management/accounting, print routing/load balancing, email notification, optical character recognition. All Software referred to in the scope of the Framework Agreement must be available within the Supplier's product portfolio and must clearly communicate the Software manufacturer and level of support provided/required.

The Software, including the original version supplied, must be maintained and supported throughout the life of the hardware on which it is installed or related. Updates will be considered free of charge throughout the life of the Individual Contracts. Suppliers are not liable for changes made to operating systems and networks completed by the Customer/Member Authority.

Bespoke Software or customisation of standard Software may be required and will be subject to specifications and terms agreed between the Customer/End User/Member Authority and the Supplier.

Purchase/Lease price for Software should include delivery and installation. Suppliers must give Customers/Member Authority's full knowledge of how the Software is licensed, if there are any refresh/upgrade costs, version notification and control against associated hardware and legacy software.

The provision of Software packages procured under this Individual Contract will normally be on the basis of a co-terminus deal, unless otherwise specified by the Customer/Member Authority/End User.

Any Software or drivers should be tested with all critical applications as defined by the Customer/Member Authority.

It is envisaged that any advancements in technology must be supported throughout the life of the Individual Contact. This will include for example Software that interfaces with cloud-based storage systems and applications and the security thereof.

Where required 'Statements of Works' may need to be authorised by Member Authority/Customer/End User prior to install.

All Software elements must be fully disclosed and priced separately on any quote or Order

## **20. Training**

All basic training at time of installation will be free of charge including high volume Devices and Software solution packages. Any advanced or extra training maybe chargeable and must be identified and listed as a separate chargeable line on any quotation or Order.

The Supplier will provide appropriate user training at the time of installation of Equipment (or such other date as agreed with the End User)

All key operators will be responsible for day to day maintenance of Equipment looking after the appropriate Devices, e.g. adding paper, clearing paper jams, replacing toner and carrying out other simple non-technical operations

The Supplier will provide comprehensive training for all high volume Device operators, plus subsequent replacement operators.

An instruction and/or operators handbook must be delivered or made available digitally with Equipment at the time of delivery.

## **21. Meter Reading**

Meter readings can be provided by, phone, fax, e-mail or over the web directly to the Supplier on a quarterly basis.

Automatic readings direct from networked products should be utilised where this has been specifically authorised and facilitated by the Customer/Member Authority/End User.

Suppliers are expected to send a form of reminder to the Customer/Member Authority/End User on a quarterly basis.

Invoices will only be passed on accurate readings. Suppliers should note that in the event that actual readings are not received this may result in delay to payments or query.

## **22. Consumable/Spare Part Availability**

All consumables such as waste toner boxes, fuser units, replacement toners/cartridges and staples should be delivered directly to the End User free of charge within two (2) working days of the End User's request.

Urgent delivery of consumables within one (1) working day (24 hours) may be required by End Users in exceptional circumstances. There will be no extra charge for this.

Equipment requiring replacement spare parts should be available and fitted by an engineer within two (2) working day of the fault being diagnosed.

Replacement spare parts requiring engineer installation should not be delivered directly to the Customer/Member Authority/End User. All packaging and replaced parts should be removed from End User's Premises.

All toner is to be Manufacturer's originals.

### **23. Supplier's Staff Identity**

All personnel are required to wear clear Suppliers identity badge at all times when on the Member Authority/Customer/End User's Premises. Failure to do so may result in the Supplier's personnel being refused admission. Whilst on the Member Authority/Customer/End User's premises Suppliers personnel must adhere to all Health and Safety aspects as required by the Member Authority/Customer/End User's.

### **24. DBS Checks**

Throughout the duration of the Individual Contract there may be occasions when Suppliers staff will be required to visit Member Authority/Customers that, due to the nature of their activity, require those working on or visiting the Premises to have been Disclosure & Barring Service (DBS) checked. These sites might include Schools, homes for vulnerable adults, blue light premises etc. In addition to standard DBS rating it may also be necessary for Suppliers staff to be DBS checked to an Enhanced Level. Such requirements will be advised to the Supplier prior to or at placement of Order and/or during any Further Competition/Direct Award opportunity.

The Supplier is responsible for ensuring that all staff undertaking such activity has been appropriately DBS checked and eligible prior to commencement of any such work.

Failure of the Supplier to ensure that its staff, has been appropriately DBS checked may result in the Supplier being suspended or removed from the Individual Contract.

Proof of these checks should be kept on file by the Supplier and should be made available to the End User upon request

### **25. Relocation of Equipment**

Customers/Member Authority's/End Users reserve the right to request that Suppliers relocate any Equipment at any time during the Customer/Member Authority/End User Individual Contract period.

The Supplier is required to provide Equipment relocations within ten (10) days following the receipt of written notification.

Equipment relocated within the same building should be undertaken free of charge including stair walkers.

Equipment requiring cross building relocation should be re-sited for a standard contract rate.

Leased Equipment remains the property of the Supplier and may only be re-located or removed by the Supplier or an agent appointed by it, unless consent has been provided by the Supplier or unless Clause 28 is invoked.

## **26. Upgrading/Downgrading of Device**

Due to changing requirements, it may be necessary to occasionally replace a Device with a different model. In these circumstances the Member Authority/Customers/End User reserves the right to upgrade or downgrade the Device within the Suppliers accepted range at any time without financial penalty. This applies to Leased Devices only.

Changing requirements consist of a 40 per cent (%) increase/decrease in page output volume or a dramatic change in the Member Authority/Customer/End User's Device requirement. This will be measured over the previous two quarters usage.

Replacement Devices will be within the existing Supplier's range and will be treated as a new installation and a new Individual Contract will be arranged. It is anticipated that this will apply to no more than 10% of the entire fleet per Supplier against this Framework Agreement.

## **27. Consumable Disposal**

The Supplier will provide at no additional charge a service for the collection and disposal of all consumables replaced by the End User in accordance with the WEEE regulations.

"Customer/Member Authority/End User consumables" include all toner bottles, ink bottles, waste toner collection boxes, fuser units and drum kits.

The Supplier will be required to provide a minimum of one container or bin per Device, which will be suitable for the accumulation of used consumables.

The emptying and/or replacement of such containers will be carried out no later than three (3) working days after the Supplier receives a request from the End User.

Devices equipped with a waste toner collection box will be provided a replacement box at no additional charge at the time of initial delivery.

## **28. Equipment Collection**

Equipment should be collected within fifteen (15) working days of the Supplier being in receipt of an official collection request from the Member Authority/Customer/End User or in accordance with any agreed collection timetable.

Collection requests will be placed by the Member Authority/Customer/End Users and will either be sent by post, facsimile or via email. Equipment collection will be free of charge in every case whether the Equipment was Leased or Purchased.

No prior notification period will be applicable for Equipment collection request. Failure to collect the Equipment within the given period, may result in the Equipment being removed and stored and all costs incurred by the Member Authority/Customer/End User will then be payable by the Supplier.

The Supplier must ensure that the Hard Disk Drive (HDD) is removed and disposed of appropriately and securely or given to the Member Authority/Customer/End User, should they request it, who shall arrange disposal. No charges will be acceptable for this service. Where the Supplier has been asked to dispose of the HDD it shall provide evidence of secure disposal to the Member Authority/Customer/End User.

## **29. Security**

The Supplier shall maintain and comply with a security policy which specifically addresses the protection of all Member Authority/Customer/End User information/data that is generated and/or managed in the provision of Individual Contracts.

The Supplier should provide at no additional cost as standard data encryption, data overwrite, re-format of the HDD and cleanse of Device memory at end of life. Full Device cleanse including the HDD and removal of latent imagery at end of life; retention of the HDD by Member Authority/Customer/End User at end of life.

Suppliers can charge for the following services, certified removal, disposal and/or destruction of HDD by the Supplier, with evidence in the form of full certification passed on to the Member Authority/Customer/End User for retention subject to the agreement of the Member Authority/Customer/End User and a Purchase Order being provided by the Member Authority/Customer.

The Suppliers security policy should address as a minimum; security management, Supplier personnel integrity and management of suspected/actual breaches of security.

The Suppliers policy shall extend to data stored on the Hard Disk Drive (HDD) during and or upon expiry of Individual Contracts.

## **30. Extensions**

Once the primary Lease period of the Leased Equipment has expired, the Supplier may offer a reduced charge.

Member Authority/Customers/End Users may formally extend Individual Contracts subject to the agreement of all Parties, based on the reliability and age of Equipment. Any such extension will continue until the appropriate termination notice is given by either Party or until the end of the agreed extension period.

Should the Individual Contract continue past the primary period without a Formal Extension being agreed by Parties the Individual Contract may be terminated by the Customer/Member Authority/End User at any point during the extended period, subject to fifteen (15) working days' notice, without settlement.

For the avoidance of doubt extension periods will be determined in agreement with Customer/Member Authority/Supplier and should remain in line with Leasing standards. No notice period will apply for Individual Contract expiry collections.

CPC Maintenance Service costs will remain fixed. CPC will continue to be charged as per the Customer/Member Authority/End User usage until such time the Individual Contract has been terminated.

### **31. Equipment Contract Termination**

Where an End User's/Customers/Member Authority's establishment permanently closes or is reduced in size by more than 25 per cent (%), all Lease and/or Maintenance Service agreements will be terminated, or the Equipment reduced at no financial penalty to the End User/Customer/Member Authority or Contracting Authority, once all outstanding invoices have been paid. This does not remove the Suppliers obligation to upgrade/downgrade. It is anticipated that this will apply to no more than 10% of the entire Equipment per Supplier against this Framework Agreement.

If during the life of an Individual Contract the Customer/Member Authority/End User shall be subject to a legal change of status, e.g., from state School to Academy status, all existing terms of supply shall be transferred/Assigned to the new body (e.g., Academy) without charge or penalty. Any such change of status shall not remove the Supplier from their obligations in relation to upgrade/downgrade of Devices. In such circumstances it shall be the Supplier's responsibility to ensure the legal transfer of the Contract to the new Customer/Member Authority/End User organisation

### **32. Early Termination of Equipment**

Where an End User/Customer/Member Authority wishes to terminate their Individual Contract early (i.e. before expiry date of the primary period, non-closure of establishment), a termination settlement figure will be provided by the Supplier within one month of request comprising of any remaining Lease payments. Should an End User/Customer/Member Authority require a part removed early then a termination settlement figure will apply. Outstanding settlement within primary period must be paid by the Customer/Member Authority prior to removal of the Device.

No additional penalty for early termination, such as loss of expected page output volume, administration or collection charges will be applicable.

Terminated Devices are to be removed, unless otherwise agreed by KCS Procurement Services, within fifteen (15) working days. Failure to collect the Device within the given period may result in the Device being removed and stored and all costs incurred by the Member Authority/Customer/End User will then be payable by the Supplier. Any damage or loss relating to the Devices being moved or stored will be borne by the Supplier. The Supplier must ensure that meter reads are taken at the point of termination or invoices will be invalid and not paid.

Any outstanding settlement fee relating to a previous agreement will be payable by the Member Authority/Customer/End User prior to termination of Individual Contract.

No prior notification period will be applicable for Device contract terminations.

### **33. Device Contract Expiry**

Once the primary Lease period of each Device has expired, the Individual Contract may move to an extension period where a Member Authority/Customer/End User is not in a position to make an immediate decision on replacement Equipment/Devices. CPC will continue to be charged as per the Member Authority/Customer/End User usage until such time the Individual Contract has been terminated.

For the avoidance of doubt extension periods will be determined in agreement with Member Authority/Customer/Supplier and should remain in line with Leasing standards. No notice period will apply for Device expiry collections.

Member Authority's/Customers/End Users may formally extend Individual Contracts subject to the agreement of all Parties, based on the reliability and age of Equipment. Any such extension will continue until the appropriate termination notice is given by either Party or until the end of the agreed extension period.

Should the Individual Contract continue past the primary period without a Formal Extension being agreed by parties the Individual Contract may be terminated by the Customer/Member Authority/End User at any point during the extended period, subject to fifteen (15) working days' notice, without settlement.

It is the Supplier's responsibility to inform the Member Authority/Customer/End User when a Device is no longer viable due to age or lack of spare parts. A minimum of three (3) months written notice must be provided. All charges for the Equipment (i.e. Lease and/CPC Maintenance Service charges), should cease on that date.

### **34. Environment (WEEE Regulations)**

The supply of Goods covered by this Framework Agreement is deemed to be covered by the description: "business to business", therefore are covered by WEEE regulations.

The Supplier is required to collect and dispose of all Equipment which has been purchased or Leased at the end of the Individual Contract or as agreed by the Member Authority/Customer/End User. Collection and disposal should be free of charge.

The Supplier is required to collect and dispose in accordance with the WEEE regulations all waste packaging associated with initial delivery and all continued Maintenance Services undertaken.

The Supplier is required to collect and dispose in accordance with the WEEE regulations all redundant replaced spare parts associated with Maintenance Services undertaken.

The Supplier will not use the End User's own waste facilities.

### **35. Customer Management Information**

Customer management reports may be required by Customer/Member Authority/End Users and should be supplied automatically by the Supplier.

Customer management reports will need to be tailored to the Customer/Member Authority/End User's reasonable requirements inclusive of frequency and requested information fields.

### **36. Individual Contract Management**

During the life of the Individual Contract the Supplier will be asked to review proposals and to offer solutions to issues that have occurred which relate to the Individual Contract in operation. The Contracting Authority/Customer/Member Authority will not request actions that are not feasible, however, the Supplier will be expected to ensure that all due consideration has been exercised whilst addressing these issues. If the Supplier does not show a willingness to engage in a process of issue resolution, then this will be logged as a failure to achieve a contract management target and may invoke a non-conformance escalation path.

During the Individual Contract both Parties may require information to enable better contract management to take place. Both Parties to the Individual Contract agree to deliver relevant information in a format acceptable to both Parties.

Contract management meetings will be required to discuss, as a minimum, performance and Maintenance Service issues.