

Rend Tech Associates

# Managed Print Agreement

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## Document Control

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## 1 TERMS AND CONDITIONS

(i) If all terms and conditions herein are adhered to this equipment is covered under this agreement for a period of five (5) years N.B. three (3) years for refurbished equipment or existing equipment.

(ii) The parties agree that the written terms and conditions are all the terms and conditions to this Agreement and that there is no inducement to enter this Agreement by any other representation other than those stated herein.

(iii) The Client acknowledges that in the event that it should terminate this Agreement by giving written notice to REND Pty Ltd trading as REND Tech Associates (hereinafter referred to as 'REND') then it shall not be entitled to any rebate of maintenance charge.

## 2 SERVICES TO BE PROVIDED

(i) REND agrees to maintain the equipment in proper working order. Such services shall be performed between the hours of 9.30am and 4.00pm on Mondays to Fridays (excluding gazetted or awarded Public Holidays) and without charge for parts, labour or traveling time at the earliest convenience of REND . REND shall be entitled to charge reasonable traveling expenses in effecting any attendance or service outside business hours or normal business area.

(ii) Where services are required on an emergency basis outside normal business hours as defined above then if such services are provided by REND they shall be subject to a surcharge at the then current surcharge rates charged by REND in respect of traveling time and labour only. REND reserves the right to refuse emergency service to any Client if it does not in its reasonable opinion receive adequate notice of the requirement of such emergency service.

(iii) In the event that REND in its discretion should require the removal of any equipment from a Client's premises in order to provide repairs to such equipment then REND shall not be liable to replace the said equipment during its absence and the Client hereby agrees that is shall not be entitled to any rebate for the period during which such equipment is being repaired by REND .

(iv) The first PC drum will be provided and will be replaced under this agreement at normal drum life expectancy. PC drums replaced prior to normal drum life expectancy will be charged for PC drums remain the property of REND

(v) In the case of Digital Copier/Printers, all interface controllers, hard disks, network cards and computer and fax cards are not covered under this service agreement after the initial 12 months manufacturer's warranty.

(vi) Where toner is included under this agreement the quantity of toner used in excess of the manufactures stated yields will be charged for at REND's then current MRRP rates. Any additional toner supplies that are not provided for in this agreement will be charged for at the then current rate.

(vii) The client acknowledges that REND will be using Berwicks (Gold Coast) Pty Ltd trading as BBC Digital Sydney (hereinafter referred to as 'BBC') as the provider of managed print services and that REND is not liable for any damages or breach in SLA which may be caused by BBC.

### 3 IRREPAIRABLE EQUIPMENT

(i) Should REND in its discretion form the view that any equipment is irreparable without substantial reconditioning then REND shall negotiate between the Client and REND . In the event that no such agreement is reached as to reconditioning charges, then either party may forthwith terminate the Agreement.

(ii) The Client agrees to use only supplies of a quality and specification supplied by REND including all toners to ensure the proper and efficient functioning of the equipment

### 4 DUTIES OF CARE

It is a condition of this Agreement that the Client shall use the equipment only in accordance with the written instructions regarding its operation as either provided by REND, BBC (Managed Print Partner) or the manufacturer and the Client shall be obliged to advise REND of any defect in the equipment or its operation and the Client shall be in breach of this Agreement in the event that it allows any unauthorized person or body to inspect, interfere with or to remedy or repair any such defect. Where there is a conflict between the written instructions of the manufacturer and the instructions of REND those of the manufacturer apply.

### 5 WASTAGE OF SUPPLIES ON REPAIR

The Client shall be responsible for the cost of all paper, toner, consumer items or line charges including Telecom charges required for the repair or adjustment of the equipment

### 6 ACCESS AND REPAIR FACILITIES

The Client shall ensure at its own cost that there are proper facilities including electricity supplies, Telecom connections, lighting, ventilation and access in order to enable the employee or agents of REND to undertake the maintenance or repair of the equipment in the Client's premises.

### 7 EQUIPMENT RELOCATION

The equipment supplied under these terms and conditions shall be installed by REND or Managed Print Supplier (BBC) and after such installation any changes in the location or position of the equipment as so placed by REND shall only be effected by REND. Any damages incurred as a result of failing to comply with this clause shall be at the Client's own risk and REND retains the rights to terminate this Agreement if, in its discretion, such breach of this clause occurs.

## 8 DAMAGES

The only conditions and warranties which are binding upon REND in relation to its supply of goods or services hereunder are those imposed by law (including the Trade Practices Act 1974) and required to be binding upon it and to the extent permitted by such laws. The liability (if any) of REND arising or resulting from a breach of any such conditions or warranties shall at REND option be limited to either supplying the goods or services (as the case may be) again or paying the cost of having the goods or services (as the case may be) supplied again and otherwise all conditions and warranties whether expressed or implied and all representations, statements and obligations which would otherwise be binding upon REND are hereby excluded and negated. Except to the extent provided for the above, REND hereby excludes its liability (including liability and negligence) to any person (including the Client) for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from the equipment or the supply of goods or service hereunder or from any failure, breakdown, defect or deficiency of whatsoever nature or kind or in the equipment or in the goods or service supplied hereunder.

## 9 STAMP DUTY

Any duty, levy or charge arising or payable pursuant to a Federal or State Act in respect of the Agreement shall remain the liability of the Client.

## 10 FEES AND CHARGES

(i) The fees set out on the schedule herto shall be payable in arrears on the commencement date also shown on the schedule here and shall be paid to REND in such installments as are set out in the schedule provided that in the event that any fee or charge is not paid within the specified period then REND shall not be liable to honour its obligations under this Agreement.

(ii) Invoices for service shall be rendered monthly in arrears at REND then current prevailing rates and will be payable within fifteen (15) days.

(iii) Failure to make payment within the fifteen (15) days period may result in the Agreement being automatically cancelled.

(iv) It is hereby agreed that any additional maintenance charges or fees consequent upon the relocation of the equipment, subject of this Agreement will be payable by the Client within seven (7) days of receipt of any invoice from REND.

(v) The Fees may be reviewed upon machine installation anniversary date or at any time due to factory price, sales tax, currency, Low volume, (where minimum monthly fee will be charged) and labour cost or CPI fluctuation.

## 11 TERMINATION

11.1 The Client hereby acknowledges that REND shall be at liberty to terminate this Agreement in the following events:

(i) Should the Client breach any of the terms or conditions of this Agreement provided that REND shall have given reasonable notice to the Client to rectify such breach and the Client shall not within seven (7) days of such notice have rectified the said breach.

(ii) In the event that the equipment, the subject of this Agreement, is so substantially destroyed or damaged as to be rendered unfit for repair in the reasonable opinion of REND .

(iii) In the event of this Agreement being terminated in the manner referred to in the previous paragraph the provisions of Clause (ii) shall apply.

11.2 This Agreement shall automatically be deemed to be immediately terminated if the Client elects to replace, trade-in or upgrade the equipment using another company or entity not associated with REND, without giving REND three (3) months written notice of your intention to do so. You will then agree to immediately pay to us the equivalent of a sum equal to the charges we have billed you for the preceding three (3) months or pro rata amount for any parts and or consumables fitted to the equipment that have not reached the end of their life.

## 12 LIMITATIONS OF DUTIES AND OBLIGATIONS

(i) In the event that REND should in any way fail to exercise any of its rights or entitlements hereunder or fail to demand the due performance of any term of this Agreement then such failure shall not be a waiver of any rights of REND and its entitlement to enforcement shall remain intact. Conditions, damage caused by electrical current variations, natural disaster, vandalism.

(ii) Technical assistance required due to the connection of equipment supplied by third party and not approved by REND for such purpose;

(iii) Technical assistance required to non-standard modifications to the equipment and the use of supplies which are of a poor quality;

(iv) Technical assistance required resulting from work performed by non REND trained personnel or unauthorized distributors.

(v) The Client shall further be responsible for the maintenance, repair or replacement on any consumable supplies including paper, and like products, the cost of any electrical installation works or repair works or maintenance works external the equipment, or maintenance or installation of associated telephone lines or equipment required for the proper working of the equipment, the subject of this Agreement, the repair or maintenance of any complimentary attachments or extensions to the equipment not approved by REND , the manual provided for its operation or contrary to the advice of REND or its agents or employees.

The law to be construed in interpreting this Agreement shall be that of the law of the State in which it is entered subject to any supervening Commonwealth Statute, Rule or Regulation and the parties further agree that the Agreement contained herein is the whole of the

Agreement existing between the Client and REND and that there are no implied terms or conditions except those as are set out herein and that any variation of this agreement in order to be enforceable shall be executed in writing by both parties hereto.

REND shall be entitled to assign the agreement. The Client shall not without written consent of REND be entitled to assign the agreement.

**IMPORTANT:** all agreements between Rend Tech Associates and its clients, and all works undertaken by Rend Tech Associates for its clients, are subject to Rend Tech Associates' terms and conditions which are available at <https://www.rend.com.au/legal>