



**LABOUR ONLY
MAINTENANCE AGREEMENT**

DATE (hereinafter called the Installation Date)

OUR REFERENCE

31st October 2021

C042453

| INVOICE ADDRESS | SITE ADDRESS |
|---|---|
| Registers of Scotland Finance room 544 Meadowbank House 153 London Road Edinburgh EH8 7AU | Registers of Scotland Meadowbank House 153 London Road Edinburgh EH8 7AU C056267 |

MODEL (hereinafter called the Equipment)

SERIAL NUMBER

Contex HD5450 Scanner
Colortrac Smart LF GX+ Scanner

KD7E6A007K
E2501094

CONTRACT PRICE

I.D. NUMBER

£2015.00 + VAT

408398 (Contex)
376807 (Colortrac)

AGREEMENT between Capital Document Solutions Ltd ("Company") registered number SC80982 and registered office at 101 McDonald Road, Edinburgh, EH7 4NW and Registers of Scotland ("Customer") registered number _____ and registered office/principal place of business at _____
(insert name if different from above)
(if any)
Meadowbank House, 153 London Road, Edinburgh, EH8 7AU.
(insert address if different from above)

The Customer has requested and the Company has agreed to maintain the Equipment in accordance with the terms and conditions overleaf. This Agreement incorporates the terms and conditions printed overleaf and the Customer acknowledges that they have accepted those terms and conditions.

PLEASE RETURN ORIGINAL TO CAPITAL DOCUMENT SOLUTIONS AND RETAIN A COPY FOR YOUR OWN RECORDS.

DocuSigned by:
SIGNATURE: (For and behalf of the Customer) ... **S38(1)(b)**
NAME: (Please print) **S38(1)(b)** ORDER NO: RE50574
SIGNATURE: (For and behalf of Capital Document Solutions) ... **S38(1)(b)**
DATE: 27/10/21

...giving you control of your documents

TERMS & CONDITIONS FOR SERVICE COVER PROVIDED BY CAPITAL DOCUMENT SOLUTIONS

LABOUR ONLY SERVICE COVER

In consideration of the sum payable on the commencing date and of further sums payable annually on demand upon the anniversary of the commencing date in accordance with the price list current at each such anniversary, Capital Document Solutions (hereinafter called 'The Company') agree to make labour only repairs and adjustments required to maintain the Equipment in good working order for the duration of the Agreement.

1. This Agreement commences on the Installation Date and shall continue from year to year, unless terminated in accordance with paragraph 10.
2. The indicated charge is payable in advance. This contract covers labour and call out charges occasioned by a service visit to the machine. The Customer will be charged for any replacement parts, items or consumables required to be fitted by our Engineer during repair visits. These items will be charged at Capital Document Solutions current list prices. The Customer shall be charged for any repairs, replacements, or adjustments necessary by negligence or misuse of the equipment.
3. The Customer shall not change the location of the Equipment without informing the Company in writing prior to the move. If the move is outside the Company's service area, the Agreement may be terminated by the Company.
4. The Company will maintain the Equipment in good working order during the continuance of this Agreement.
5. The Company is not liable for any loss of business or profit or other consequential loss of the Customer arising from any defects in or performance of the Equipment, nor for software corruption, loss of data which is stored directly or indirectly (networked) in any hardware device or for hardware failure when carrying out installation, repairs, servicing or upgrades to the equipment (It is the Customer's responsibility to ensure that a current data back-up exists prior to the commencement of any work carried out by our personnel).
6. The Company is not liable for failure to render service or provide supplies due to causes beyond the Company's control.
7. The Company will in addition charge the Customer for:
 - (a) service required outside the hours of 9.00 am to 5.00 pm Monday to Friday, in accordance with its scale of charges therefor then current.
 - (b) service made necessary by the use of supplies other than that approved by the Manufacturer or its Authorised Dealer for use in each model.
 - (c) service made necessary by changes to software or firmware or failure of application software.
8. Payment of invoices must be made to the Company within 30 days of invoice. If the Customer does not pay The Company within 30 days of invoices, The Company may cease to perform its obligations under the Agreement without prejudice to its existing rights.
9. The Customer will appoint at least one member of its staff as Principal Operator who shall be trained in the use of the Equipment by The Company. The Customer will ensure that such Principal Operator is available to carry out the instructions in the User Installation Booklet.
10. This Agreement shall be terminated:
 - (a) by either party giving 90 days written notice to the other party on the renewal of this Agreement.
 - (b) by either party being an individual committing an act of bankruptcy, having a receiving order made against him, or being a company becoming insolvent, having winding up proceedings commenced against it, or a receiver appointed of all or part of it.
 - (c) by either party being in breach of any of the terms hereof.
 - (d) by moving the Equipment to a location outside of the area covered by the Service Department.
11. The Customer will allow the Service Engineer or other Authorised Representative of The Company to enter the premises of the Installation Address for the purpose of inspecting, repairing and servicing during the normal working hours of the Customer's business.
12. This Agreement shall constitute the entire agreement between the parties hereto, superseding all previous written or oral agreements or representations.



SCOTTISH PROCUREMENT FRAMEWORK AGREEMENT ORDER FORM

PART A – CONTACT INFORMATION

REF NO: FR1655

| | | |
|--|---|------------------------------|
| Framework Agreement Ref No: | SP-16-013-03 – Office Equipment | |
| Client | Registers of Scotland | |
| Contract Manager and address for Notices (if different from invoice address) | Name: S38(1)(b) Address: Meadowbank House, 153 London Road, Edinburgh, EH8 7AU T: 0131 200 S38(1)(b) F: Email: S38(1)(b)@ros.gov.uk | |
| Invoice Address | Name: Address: As above T: F: Email: | |
| Details for delivery/installation/training (if different from above): | Department: Contact Name: Address: T: F: Email: | |
| Client Official Order No: To be quoted on all correspondence Please attach Purchase Order Form. | Order No: | Date of Order: 25-03-2022 |
| Any Other Relevant Information: | Notes: | |
| | 1, Terms and conditions as per Scottish Procurement Framework SP-16-013-03 and as per tender award for CON/SG/0780 | |
| | 2, This order cancels and supersedes order FR1602 | |
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PART B – PRODUCT & FINANCIAL INFORMATION

To be completed when placing an order with Capital Document Solutions Ltd for a product on the Scottish Procurement Framework Agreement. Should you require ordering more products than this form allows, please use additional order form(s) or attach a completed schedule to this order.

| Total Volume Rental Plan | | | | | |
|---|---------|-------------------|--------------------------|----------------------|---------------|
| Contract Period | Four | Quarters in words | Payment Frequency | Quarterly in Advance | |
| Quarterly Contracted Volume Mono | 550,000 | Pages | Cost per Page (M) | S33 | Pence exc VAT |
| Quarterly Contracted Volume Colour | 50,000 | Pages | Cost per Page (C) | S33 | Pence exc VAT |

| | | |
|--|---------|---------|
| By Signing This You Agree to a Minimum Quarterly Payment of | S33.(1) | Exc VAT |
|--|---------|---------|

You will be required to pay for all additional copies/prints used in excess of the Quarterly Contracted Volume for mono and colour at the agreed Cost per Page applicable at the time. These will be charged by Us quarterly in arrears.

| | | | |
|--------------------------------|-----|---------------|-----|
| Agreement to be settled | N/A | Amount | N/A |
|--------------------------------|-----|---------------|-----|

Products

Machine Status N = New F = Fully Refurbished R = Retained

| Quantity | Manufacturer | Model | Description | Location of Product | Machine Status N/F/R |
|----------|--------------|-------------|--|---|----------------------|
| 12 | Ricoh | Mpc5504ExSp | A3 Colour Mfd inc 4 x 550 sheet paper trays, bridge unit and staple finisher | Meadowbank House, 153 London Road, Edinburgh, EH8 7AU | R |
| 2 | Ricoh | Mp9003sp | A3 Mono Mfd inc 3,000 sheet finisher with 100 sheet stapler | Meadowbank House, 153 London Road, Edinburgh, EH8 7AU | R |
| 2 | Ricoh | Mp9003sp | A3 Mono Mfd inc 2,000 sheet finisher with 65 sheet stapler | Meadowbank House, 153 London Road, Edinburgh, EH8 7AU | R |
| 1 | Ricoh | ProC5210s | A3 Production Colour Mfd inc Fiery, Spot-On, Booklet maker, GBC, 2 x Die Set and Spectro | Meadowbank House, 153 London Road, Edinburgh, EH8 7AU | R |
| 2 | Ricoh | Mpc5504ExSp | A3 Colour Mfd inc 4 x 550 sheet paper trays, bridge unit and staple finisher | 3 rd Floor, St Vincent Plaza, 319 St Vincent Street, Glasgow, G2 5LP | R |
| 19 | Nuance | Equitrac | Equitrac and associated card reader for all 19 satellite devices | All Locations | R |
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All figures are ex. VAT. Should an organisation be exempt from paying VAT, a VAT exemption form should be attached.

SIGNED FOR AND ON BEHALF OF THE CLIENT:

**SIGNED FOR AND ON BEHALF OF
CAPITAL DOCUMENT SOLUTIONS LTD:**

| | | | |
|----------------------|---|----------------------|---|
| Name: | S38(1)(b) | Name: | S38(1)(b) |
| Title: | IT Procurement Manager | Title: | Scottish Procurement Framework Manager |
| Organisation: | Registers of Scotland | Organisation: | Capital Document Solutions |
| Signature: | DocuSigned by: S38(1)(b) D8BCC914054F467... | Signature: | DocuSigned by: S38(1)(b) 9DA358EFB8094D8... |
| Date: | 22 March 2022 11:30 GMT | Date: | 17 March 2022 14:08 GMT |

Client acknowledges that Capital Document Solutions Limited shall obtain finance from a third-party finance company (the "Assignee") in respect of the Products. Capital Document Solutions Limited intends to assign the right to receive payment of the Quarterly Lease Rental payments due under the Order Form to the Assignee. The Client hereby consents to the assignment and the necessary sale of the Products to the Assignee by Capital Document Solutions Limited in order for the third-party financing to be obtained. Nothing in this clause shall alter Capital Document Solutions Limited's obligations under the Framework and/or Order Form and Capital Document Solutions Limited will continue to invoice the Client as set out therein. Title to the leased Products shall at no time pass to or vest in the Client.