

# CLIENT AGREEMENT

Between

Canon (UK) Ltd

And

NHS Arden and Greater East Midlands  
Commissioning Support Unit

20/10/2021

Reference: OPP-1612342

Account Manager: [REDACTED]

Office: [REDACTED]

Mobile: [REDACTED]

Email: [REDACTED]

**Canon**

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## 1. General

Customer Details	
Name: NHS Arden and Greater East Midlands Commissioning Support Unit	Account Number:
Address: Cardinal Square	Customer Contact: Mark Didcock
10 Nottingham Road	Email: mark.didcock@nhs.net
Derby	Tel: 07970 633382
	Fax:
Postcode: DE1 3QT	Website:

IT Contact Details	
Is the IT contact the same as the customer contact?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Name: Mark Didcock	
Email: mark.didcock@nhs.net	
Tel: 07970 633382	
Fax:	

Business Details	
<input type="checkbox"/> PLC	<input type="checkbox"/> Sample Letterhead Provided
<input type="checkbox"/> Ltd	Company Registration No:
<input type="checkbox"/> Professional Partnership	Date Established:
<input type="checkbox"/> Sole Trader/Partnership	VAT No. (if applicable):
<input type="checkbox"/> Other, please specify:	

Billing Details	
Is the billing address the same as the customer address?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: ARDEN & GEM CSU	Billing Contact: Mark Didcock
ODE PAYABLES M405	Email: mark.didcock@nhs.net
PHOENIX HOUSE, TOPCLIFFE LANE	Tel: 0303 123 1177
WAKEFIELD	Fax:
Postcode: WF3 1WE	
Billing Reference/Purchase Order No: 840022253	
Purchase Order Valid <sup>1</sup> From:	To:

<sup>1</sup> Any changes to PO numbers must be notified in writing to Canon (UK) Ltd, 5 The Square, Stockley Park, Uxbridge, England, UB11 1ET or by email to [REDACTED]. If a change notice is not received, we will use the existing PO number on our invoices.

## 2. Impression Readings

Contact Details
Is the impression readings contact the same as the customer contact? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Name:
Email:
Tel:
Fax:

Collection Details
Where available, Canon will provide automated impression reading collection. If unavailable, You will be responsible for collecting impression readings from Your Canon devices within the agreed Billing Window. Notification of the Billing Window schedule will be provided to Your designated contact once the account has been set-up on Canon's order management system. Please indicate Your preferred reading collection method:
Via Automated Impression Reading <input type="checkbox"/> Via Web Portal <input type="checkbox"/> Not Available <input checked="" type="checkbox"/>
<b>Notes</b> <ul style="list-style-type: none"><li>Billing Windows are the time frames where readings will be required.</li><li>Automated readings require a network connection to the device. You are required to notify Canon via Our contact centre if You move the device or the IP address changes, as this will impair the automated reading functionality and will result in estimated invoices being generated.</li><li>If a service call occurs during the designated Billing Window, the Canon technician will take a reading from the device that will, if it is the last reading received during the Billing Window, be the one used for the next invoice.</li><li>If a reading is not received during the Billing Window (and no technician readings are available), then an estimated reading will be used to create the invoice, which You will be liable to pay.</li></ul>

Amendments
<div></div> <div></div> <p>Changes must be notified in writing at least one month before the next Billing Window. Note that historic invoices cannot be amended.</p>

### 3. Order Details

Payment Details							
Where third party lease applies, the equipment will be sold by Us to the third-party leasing company who will then lease to You. We will deliver to You all third party leased equipment. Please refer to the third-party leasing company for the lease payment details. Where Internal Lease applies please refer to the Internal Lease details which are shown in the order summary.							

Canon Equipment							
This includes all Canon Equipment together with related accessories and servers.							
Qty.	Part No.	N S D	Description	F C	P L I	Unit Price (£)	Total Price (£)
						<b>Total:</b>	<b>£0.00</b>

Canon Software							
This includes all Canon Software together with related media and licences.							
Qty.	Part No.	N S D	Description	F C	P L I	Unit Price (£)	Total Price (£)
						<b>Total:</b>	<b>£0.00</b>

Third Party Products							
This includes any third-party hardware, software, licences or services.							
Qty.	Part No.	N S D	Description	F C	P L I	Unit Price (£)	Total Price (£)
						<b>Total:</b>	<b>£0.00</b>

Canon Professional Services								
Professional Services will be invoiced on delivery unless a test is required, in which case they will be invoiced once the test has been completed. Scoping, print audits and pre-paid consultancy are always invoiced in advance.								
Qty.	Part No.	Description	F C	P L I	T	Invoice in Advance Y/N	Unit Price (£)	Total Price (£)
							Total:	£0.00

Lease Rate							
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N=New; S=Second User; D=Ex Demo; F=Buying under Framework Agreement Terms and Conditions; C=Buying under Canon Terms and Conditions; P=Purchase; L=Third Party Lease; I=Internal Lease; T = Test required, Yes or No.

## 4. Charges

*\* All prices are exclusive of VAT*

### 4.1. Other

Software Support and Service Charges – 1 <sup>st</sup> year					
Unless specified otherwise, Software Support and Service Charges will be billed quarterly.					Existing TAG Reference
					CGBUNI000069D6
Software Product	Quantity	Mercury Code	Main Unit	Agreed Annual Agreement Price (£ each)	TOTAL Customers Annual Agreement Charge
				1	
				1	
				1	
				1	
				1	
				1	

*\* All prices are exclusive of VAT*

Software Support and Service Charges – 2 <sup>nd</sup> year					
Unless specified otherwise, Software Support and Service Charges will be billed quarterly.					Existing TAG Reference
					CGBUNI000069D6
Software Product	Quantity	Mercury Code	Main Unit	Agreed Annual Agreement Price (£ each)	TOTAL Customers Annual Agreement Charge
	1			1	
	1			1	
	1			1	
	1			1	
	1			1	
	1			1	

*\* All prices are exclusive of VAT*

Software Support and Service Charges Term.

## 5. Installation, Removal and Movement Details

Installation Details	
Is the installation address different from the address in customer details? For multiple addresses, please see attached signed document. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Address: ARDEN & GEM CSU, ODE PAYABLES M405	
PHOENIX HOUSE, TOPCLIFFE LANE, WAKEFIELD	
Post Code: WF3 1WE	Tel: 0303 123 1177
Site Contact: Mark Didcock	Mobile: 07970 633382
Email: mark.didcock@nhs.net	Fax:

Is there any equipment to be removed and disposed of? Yes ☐ No ☒

Removal and Disposal Details					
Model	Serial No.	Address	Post Code	Description	Total Price (£)

I authorise Canon UK to collect the devices listed above and confirm that upon collection no outstanding lease or monies will be owed on the above equipment. Yes ☐ No ☐

I authorise Canon UK's Logistics Partner to disconnect the network cable from the devices to be removed or relocated. Yes ☐ No ☐

I confirm that final impression readings will be provided to Canon UK Yes ☐ No ☐

I confirm that I will inform Canon UK if I need to retain any data storage media (under my responsibility as the 'Data Owner') Yes ☐ No ☐

Is there any equipment to be moved within an existing building? Yes ☐ No ☐

Is there any equipment to be relocated to new building? Yes ☐ No ☐

Movement and Relocation Details					
Model	Serial No.	Address	Post Code	Description	Total Price (£)

6. Notes

Additional Details																																															
Insert any notes or additional details in the box below.																																															
<div><div>Software Support and Service Charges – Optional 3<sup>rd</sup> year extension</div><div><div>Unless specified otherwise, Software Support and Service Charges will be billed quarterly.</div><div>Existing TAG Reference CGBUNI000069D6</div></div><table><thead><tr><th>Software Product</th><th>Quantity</th><th>Mercury Code</th><th>Main Unit</th><th>Agreed Annual Agreement Price (£ each)</th><th>TOTAL Customers Annual Agreement Charge</th></tr></thead><tbody><tr><td>[REDACTED]</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>[REDACTED]</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>[REDACTED]</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>[REDACTED]</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>[REDACTED]</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>[REDACTED]</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr></tbody></table></div>						Software Product	Quantity	Mercury Code	Main Unit	Agreed Annual Agreement Price (£ each)	TOTAL Customers Annual Agreement Charge	[REDACTED]	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]																																										

## 7. Signature

### Customer Acknowledgement

This Client Agreement and associated documents are confidential for the purposes of the Contract

You confirm that You have read and accept the terms of each of the documents marked below. Please retain copies of these documents for Your own records.

☐

[Canon Terms and Conditions V11](#)

☐

Solution Specification <sup>2</sup>

☐

[MPS Select Terms and Conditions V1](#) <sup>3</sup>

☒

Other, please state: CCS RM3781/CCS RM3781 Lot 2 (Stat code RM37812)

#### FRAMEWORK OR MASTER AGREEMENT TERMS AND CONDITIONS - Please sign below only if:

1. You wish Canon (UK) Ltd ("We, Our, Us") to supply the Products marked with an 'F' and their supply is subject to the terms and conditions of the Framework or Master Agreement referenced above.
2. You agree that the details set out in this Client Agreement and in any documents referred to in it are correct.

#### CANON TERMS AND CONDITIONS - Please sign below only if:

3. You wish Canon (UK) Ltd ("We, Our, Us") to supply the Products marked with a 'C' and their supply is subject to Our Terms and Conditions V11.
4. You agree that the details set out in this Client Agreement and in any documents referred to in it are correct.
5. You acknowledge that where applicable, any contract for the supply of Products on a third-party lease is solely between You and the relevant third party leasing company.

Signed for and on behalf of the Customer	Your name
Signature: <u>AM Slater</u>	Print Name: <u>Andrea Slater</u>
Your business title	Date
Business Title: <u>Head of Service Delivery</u>	Date: <u>22/10/21</u>



CANON (UK) LIMITED

25/10/2021

<sup>2</sup> Applies only if the Order includes certain Software and/or Professional Services.

<sup>3</sup> Applies only if the Order includes Managed Print Service charges.



## Instruction to your Bank or Building Society to pay by Direct Debit.

Originator Number

Name &amp; Full Postal address of your Bank or Building Society

To: The Manager Bank/Building Society

Address

.....

.....

.....Postcode.....

Canon Customer Number

Contact Email Address for Advices

Name(s) of Account Holder(s)

Bank/Building Society Account Number

Branch Sort Code

IBAN Number

**Instruction to your Bank or Building Society**  
Please pay Canon (UK) Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Canon (UK) Ltd and if so, details will be passed electronically to my Bank/Building Society.



Signature: .....

Print Name: .....

Date: .....

Banks and Building Societies may not accept Direct Debits for some types of account

**Please Note:** Once this DD has been set up, all invoices relating to your Canon account (for hardware, software, services, consumables etc). will be deducted from your bank 45 days following invoice

.....This guarantee should be detached and retained by the payer .....

### The Direct Debit Guarantee

- This guarantee is offered by all Banks & Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the Amounts to be paid or the payment date change, Canon UK LTD, will notify you ten working days in advance of your account being debited or as otherwise agreed
- If an error is made by Canon (UK) Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid
- You can cancel a Direct Debit at any time by writing to your bank or Building Society. Please also send a copy of your letter to us: Canon (UK)Ltd, Credit Control, 5 The Square, Stockley Park, Uxbridge UB11 1ET, United Kingdom