

## Schedule 8 – Form of Customer Service Agreement

### CUSTOMER SERVICE AGREEMENT STATE PURCHASE CONTRACT AGREEMENT FOR THE SUPPLY OF MULTI-FUNCTION DEVICE AND PRINTER

<b>Purchaser:</b>	
<b>Authorised Representative: (Clause 1.1))</b>	<i>Details of person responsible for placing a Customer Service Agreement (CSA) and Purchase Orders with the Supplier, accepting Delivery and ensuring the requirements set out in the CSA, the Purchase Orders and the Agreement for the Supply of Multi-Function Device and Printer, State Purchase Contract (SPC) are fulfilled.</i>
<b>Supplier:</b>	
<b>Date:</b>	
<b>Customer Service Agreement Reference Number:</b>	<i>The Supplier will allocate to this CSA a reference number and will supply the Purchaser's Authorised Representative with a copy of this CSA.</i>

### RECITALS

- A. The State of Victoria (through the Department of Government Services) has established a panel of suppliers who will make available to Victorian government bodies Multi-Function Device and Printer goods and services on the terms of the State Purchase Contract - Agreement for the Supply of Multi-Function Device and Printer Services (**MFDP SPC**).
- B. The Purchaser is entitled to purchase Goods and Services under the MFDP SPC between the State of Victoria and the Supplier and may at any time submit a Purchase Order to the Supplier in accordance with the MFDP SPC.
- C. The Purchaser wishes to simplify the ordering process by establishing a procedure whereby common requirements or specifications for particular Goods and/or Services are automatically incorporated into the Purchase Order.
- D. This CSA allows the Purchaser to set out its common purchasing requirements and is to be executed by the Purchaser and the Supplier.

## TERMS AND CONDITIONS

### 1 MFDP SPC Terms and Conditions

Both parties acknowledge and agree that this CSA is formed under the MFDP SPC. A term which is defined in the MFDP SPC has the same meaning in this CSA unless the contrary opinion appears. Both parties agree to be bound by the terms of the MFDP SPC which are applicable to this CSA and each Purchase Contract made pursuant to this CSA.

### 2 Term of CSA

This CSA shall have effect from the date of this CSA, and shall remain in force for the duration of the MFDP SPC, unless this CSA is terminated earlier in accordance with its terms. This CSA will come to an end when the MFDP SPC expires or is terminated earlier in accordance with its terms.

### 3 Priority of documents in CSA

To the extent of any inconsistency between two or more documents which form part of this CSA, those documents will be interpreted in the following order of priority:

- (1) these terms and conditions;
- (2) Attachment 1 to this CSA;
- (3) any other schedules or attachments to this CSA; and
- (4) any documents incorporated into this CSA by reference.

### 4 Inconsistency with Purchase Order

To the extent of any inconsistency between a Purchase Order submitted to the Supplier by the Purchaser under this CSA and this CSA, the terms of the Purchase Order will prevail to the extent of the inconsistency.

### 5 No Minimum Purchase

The Purchaser is under no obligation to submit a Purchase Order to the Supplier. The Purchaser is not under any obligation to acquire a minimum amount of Goods or Services from the Supplier or to acquire Goods or Services that attract a minimum Purchase Price.

### 6 Goods and Services Specification

The Purchaser may wish to purchase the Goods and/or Services specified in Attachment 1 of this CSA, the specifications for which are contained in the SPC Equipment and Services Catalogue.

### 7 Other Services

*[In addition to the details of the Services set out in Attachment 1 of this CSA, the Purchaser must specify:*

- *the services to be supplied under this CSA, ie asset management services, Delivery, Post Delivery Services – see the SPC Equipment and Services Catalogue for a full list of services available; and*
- *any applicable Service Level Requirements in addition to those in the Services Description]*

**8 Finance or Purchase**

*[Detail whether the Goods are to be financed or purchased]*

**9 Delivery and Site(s)**

Unless specified otherwise in a Purchase Order:

- (1) the Goods will be delivered to the Delivery Points specified in Attachment 1 to this CSA; and
- (2) The Services will be provided at the locations specified in Attachment 1 to this CSA.

**10 Acceptance**

*[Specify:*

- *the date on which the Goods and/or Services will be accepted, if such a date is different from the date of delivery;*
- *whether partial Delivery of Goods is acceptable;*
- *what Acceptance Tests are required and the Supplier's obligations. A detailed description of tests and procedures may also be provided as a separate attachment, in which case that attachment should also be referred to here; and*
- *any particular assistance, materials and facilities the Purchaser will provide the Supplier]*

**11 Warranty Services**

*[Specify:*

- *Warranty commencement date and period if not already set out in Attachment 1 of this CSA or the Catalogue; and.*
- *specific Warranty Services required for each Purchase Order.]*

**12 Purchaser Requirements**

*[Specify any additional requirements for Services/Goods not included in the Specifications].*

**13 Site Specification**

*[Specify any implementation and environmental requirements of a Service].*

**14 Security**

*[Identify any security requirements (including undergoing any police checks, finger printing checks or other checks) required prior to providing access to the Purchaser's site]*

**15 Payment**

*[Specify:*

- *any conditions for payment;*

- *method of payment; and*
- *the person and address to which invoices should be addressed.]*

## 16 Specific Responsibilities of the Purchaser

*[State the human and other resources to be provided by the Purchaser (if any).]*

## 17 Access to a Purchaser's site

*[Specify:*

- *the date on which the Supplier is to be given access to the site;*
- *the person responsible for organising access; and*
- *any specific access requirements or restrictions, eg time of day.]*

## 18 Termination of CSA

- (1) The Purchaser's Authorised Representative may terminate this CSA at any time by written notice to the Supplier.
- (2) Where there are unfulfilled Purchase Orders with the Supplier that were issued by the Purchaser before termination of this CSA, this CSA will continue to form part of those Purchase Orders, notwithstanding the termination of this CSA, until all obligations under each Purchase Order with the Supplier are fulfilled. Nothing in this clause affects the Purchaser's right to vary any Purchase Order.
- (3) Upon termination of this CSA, the Purchaser may continue to submit Purchase Orders to the Supplier in accordance with the MFDP SPC.

### Execution of the Customer Service Agreement- Signed for and on behalf of the:

#### Purchaser

Name (print) *[Insert the name of the person in your department/organisation who has authority to sign this contract.]*

Position

Signature

Date

\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

#### Purchaser's witness

Name (print)

Position

Signature

Date

\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

#### Supplier's Representative

Name (print)

Position

Signature

\_\_\_\_\_

Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Supplier's witness**

Name (print)

Position

Signature

\_\_\_\_\_

Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_

## **Attachment 1 to Customer Service Agreement**

### **Goods and Services**

*[Insert details of the goods and services to be provided to the Purchaser, by reference to the SPC Equipment and Services Catalogue. This section should not vary the specifications and services description set out in the SPC Equipment and Services Catalogue]*

### **Delivery Points and Service Delivery locations**

*[If the Purchaser has multiple locations where goods may be delivered and/or services performed, list those locations here.]*