

BROTHER MPS ESSENTIAL MANAGED PRINT SERVICE - Terms & Conditions

Welcome to Brother's MPS Essential Managed Print Services (**Brother MPS Essential**). Brother MPS Essential is provided to you by Brother U.K. Limited (**Brother**), a company incorporated in England and Wales (company number 29301), whose registered office is at Shepley Street, Guide Bridge, Audenshaw, Manchester M34 5JD. These Terms & Conditions (and any other documents referred to in them, including, without limitation, the Brother Online Privacy Notice (<http://online.brother.co.uk/privacy-policy>) and Website Terms of Use (<http://online.brother.co.uk/terms-and-conditions>) (together the **Terms**) govern your use of Brother MPS Essential.

Please read these Terms carefully and keep a copy of them for future reference. By completing the ordering process with Brother or via a Brother MPS Essential authorised reseller (**Order**) and subscribing to Brother MPS Essential, you agree to observe and comply with these Terms and to be legally bound by them. You further confirm that you are duly authorised to enter into these Terms on behalf of your company or organisation. If you do not agree to be bound by these Terms, you must notify Brother by using the methods outlined in these Terms and will not be able to participate in Brother MPS Essential.

Brother may amend these Terms from time to time by posting such modified Terms at <https://www.brother.co.uk/business-solutions/mps-essential/mps-essential-terms-and-conditions> (**Brother Website**) and/or by notifying you via your Brother MPS Essential Portal (**Brother MPS Essential Portal**) and/or by email.

If you have any queries relating to these Terms or Brother MPS Essential, please contact Brother via the Brother MPS Essential Portal accessible via Brother Online.

1 The Brother MPS Essential Service

- 1.1 By subscribing to Brother MPS Essential you will receive the ink toners or cartridges (**Supplies**) for the device(s) stipulated in your Order (**Printer**) and service for the Printer in consideration for the Brother MPS Essential Fees (as set out in the Order).
- 1.2 When you subscribe to Brother MPS Essential, your Order will detail if you are a Package Brother MPS Essential customer with a fixed monthly subscription or a Pay As You Go (**PAYG**) customer.

For Package Brother MPS Essential customers the Order will also detail:

- (a) the Printer model(s);
- (b) your subscription level (the agreed number of colour and mono pages you may print each month for the standard monthly fee);
- (c) the monthly fixed Brother MPS Essential charge for your subscription level and the amount you will be charged by Brother for any additional colour and mono pages printed during each invoice period (**Package Brother MPS Essential Fees**).

For PAYG Brother MPS Essential customers the Order will also detail:

- (a) the Printer model(s);
- (b) the fixed Brother MPS Essential PAYG charge per page (**PAYG Click Rate**) for each page your printer prints. (**PAYG Brother MPS Essential Fees**).

- 1.3 By subscribing to Brother MPS Essential, you confirm that:

- (a) you are a business user and using the Printers in an internet-connected network environment;
- (b) you will observe and comply with these Terms and will be legally bound by them;
- (c) you will continue to subscribe to Brother MPS Essential in accordance with these Terms for the entire Brother MPS Essential Term (as defined in clause 9 below);
- (d) you will ensure the Printers are connected to the internet, your network and the Brother MPS Essential Portal at all times and hereby authorise Brother to receive information from and remotely connect to your Printers for the purpose of delivering Brother MPS Essential;
- (e) you will pay to Brother the Brother MPS Essential Fees in arrears by your Payment Method for the provision of Brother MPS Essential;
- (f) you will use only Brother's original branded Supplies provided to you in accordance with these Terms during the Brother MPS Essential Term; and
- (g) you will notify Brother of any change in location of any of the Printers during the Brother MPS Essential Term.

2 Brother MPS Essential subscription and Brother Online Account

- 2.1 The Brother MPS Essential Fees applicable to your Brother MPS Essential subscription will be set out in your Order. Package Brother MPS Essential Fees shall be no less than the agreed monthly rate for your subscription level as shown on your Order and if you exceed your Subscription Pages during a Billing Quarter, you will be charged for such additional pages printed as set out in clause 2.4.
- 2.2 A page will be deemed printed if any amount of ink is placed on the page by the Printer. A4 is the standard page size and accordingly printing on one side of A3 paper will count as two printed pages. Printing on both sides of the same sheet of paper will count as two printed pages (and printing on both sides of A3 will count as four printed pages).
- 2.3 Your billing period will be quarterly starting from the first calendar month of your Brother MPS Essential subscription. Each three calendar month period (commencing on the first day of the first month of your Brother MPS Essential subscription) shall be a **Billing Quarter**.
- 2.4 Throughout the Brother MPS Essential Term, Brother will monitor usage of the Printers via the Brother MPS Essential Portal.
- 2.5 For Package Brother MPS Essential customers, the quarterly fees you will pay (**Package Brother MPS Essential Fees**) shall be:
 - (a) the agreed monthly fee for the Subscription Pages (plus VAT and any other relevant taxes) for each calendar month within the Billing Quarter; and
 - (b) fees for any additional pages printed with such additional fees being calculated by multiplying the relevant additional page Click Rate (as shown on your Order) by the number of additional mono and/or colour pages printed for the relevant Billing Quarter (plus VAT and any other relevant taxes).
- 2.6 For PAYG customers, the quarterly fees you will pay (**PAYG Brother MPS Essential Fees**) shall be a sum calculated by multiplying the relevant PAYG Click Rate (as shown on your Order) by the number of mono and/or colour pages printed for the relevant Billing Quarter (plus VAT and any other relevant taxes).

- 2.7 Where applicable to Package Brother MPS Essential customers, if you do not utilise your Subscription Pages in any one calendar month, you will be entitled to roll-over (**Roll-Over**) the unused portion of your allowance for use during the Billing Quarter. You shall only be permitted to Roll-Over a maximum of the Subscription Pages for the previous two months in a given Billing Quarter to the final month in that Billing Quarter. For example, if fail to print any pages in the first month of your subscription, you will be entitled to Roll-Over your full Subscription Pages for the first month (ie 600 pages) to the second or third month. If, in the second month of your subscription, you only print 300 pages from your total allowance of 1,200 pages (ie 600 Subscription Pages, plus a Roll-Over allowance of 600 pages), you shall be entitled to Roll-Over the unused Subscription Pages from the previous two calendar months (ie 900 pages) to the third calendar month of the Billing Quarter. During the fourth calendar month, a new Billing Quarter will commence and none of the unused Subscription Pages from the previous Billing Quarter will roll-over.
- 2.8 You shall be solely responsible for obtaining, maintaining and paying for an internet connection and for such other equipment and services (including, without limitation, paper and devices which interoperate with the Printers) required to use Brother MPS Essential (save for the Supplies and Service which shall be provided to you by Brother in accordance with these Terms). For the avoidance of doubt, costs associated with such additional equipment and services are not covered by the Brother MPS Essential Fees and shall only be provided by Brother if you have separately contracted with us to do so.
- 2.9 The Brother MPS Essential Fees shall be payable in full each Billing Quarter, irrespective of whether or not you utilise any applicable Subscription Pages (and any Roll-Over allowance) and no rebates or refunds shall be offered (including, without limitation, during the last month of the Brother MPS Essential Term).
- 2.10 The Brother MPS Essential Fees are calculated based on average usage expectation of Brother devices calculated in accordance with ISO 19752 for mono devices and ISO 19798 for colour devices. Any usage which unreasonably exceeds this expected usage may result in additional Brother MPS Essential Fees.

3 Printer and Service

- 3.1 The Printer shall at all times remain your property and you have and retain title to the Printer.
- 3.2 Brother recommends that you should:
- (a) keep the Printers in safe custody in good condition;
 - (b) ensure that the Printers are operated in accordance with Brother's instructions and kept and operated in a suitable environment; and
 - (c) make no alteration to the Printers nor remove any components from the Printers;
- for the duration of the Brother MPS Essential Term.
- 3.3 During the Brother MPS Essential Term, if the Printer suffers from electrical or mechanical breakdown through normal use, Brother shall (at our option) repair or replace the Printer in consideration for the Brother MPS Essential Fees. You should contact us via the Brother MPS Essential Portal to inform us of any issue with the Printer and we will respond by telephone within 4 business hours. Any necessary onsite repairs or replacements shall be carried out/installed within 1 business days. Your Brother warranty cover will apply to any replacement devices provided that the Printers have not been subjected to unusual physical or electrical stress, abuse or forces or exposure beyond normal use within the specific operational and environmental parameters set forth in the applicable Printer specification.
- 3.4 Brother shall ensure that any replacement devices provided in accordance with clause 3.3 meet the criteria of the Printer indicated in your Order.

3.5 During the Brother MPS Essential Term, you should not amend or replace the Printer other than in accordance with clause 3.3.

4 Brother MPS Essential Remote Connectivity

4.1 In order to assess your use of the Printers, Brother requires remote access to the Printers. Aside from scheduled maintenance and/or technical faults outside of your reasonable control, you shall ensure the Printers are connected to the internet at your usual business premises at all times during the Brother MPS Essential Term and you shall not remove or disable any monitoring software installed on the Printers.

4.2 You hereby confirm that Brother, and each member of the Brother Group (as defined in clause 14.3 below), is authorised to receive from the Printers all information which Brother considers necessary for the purpose of providing Brother MPS Essential, including (without limitation) dates and times of printing, the number of printed pages, the size of paper used, the Printer serial numbers, supply status and cartridge information.

4.3 Brother recommends that you check with your internet service provider whether any data usage or other charges will apply in connection with the transmission of data from the Printers to Brother. Brother shall not be liable to you for any costs, liabilities, claims, losses, expenses and/or damages (Losses) suffered and/or incurred by you as a result.

4.4 If the Printer is not connected to the internet for the duration of the Brother MPS Essential Term and/or you otherwise fail to comply with the provisions of this clause 4:

- (a) Brother shall not be liable to you for any costs, liabilities, claims, losses, expenses and/or damages (**Losses**) suffered and/or incurred by you as a result;
- (b) you may not receive the full benefits of Brother MPS Essential, but this shall not relieve you of your obligation to pay the Brother MPS Essential Fees in full in accordance with these Terms and you shall not be entitled to any refunds or rebates from Brother as a result; and
- (c) there may be a delay in processing your Roll-Over allowance (where applicable), but this shall not relieve you of your obligation to pay any sums which shall become immediately due and payable as soon as they are verified by Brother.

5 Supplies

5.1 Brother shall monitor the status of your Supplies during the Brother MPS Essential Term and provide you with Supplies for each Printer from time to time as required at the locations set out in your Order.

5.2 You shall be provided with Supplies for the sole purpose of using them in the Printers during the Brother MPS Essential Term and shall not be permitted to use any other supplies in the Printers during the Brother MPS Essential Term.

5.3 During the Term, you should only remove or insert Supplies from the Printers when prompted to do so by the display of a message on a Printer stating that the ink or toner cartridge needs to be replaced (e.g. "INK EMPTY", "TONER EMPTY" or similar) or otherwise requested to do so by Brother. If you remove Supplies before you are prompted to do so, you may be charged in respect of the wasted Supplies.

5.4 Any Supplies provided to you under this Terms are not for resale and should be used in connection with your Brother MPS Essential Subscription only.

5.5 Any Supplies which have been used should be returned to Brother using our recycling scheme <https://www.brother.co.uk/recycling>.

6 Your Data & Communications

- 6.1 All data and information (including personal data such as email addresses, telephone numbers and payment information) you provide to Brother on your Order and via your Brother Online Account or the Brother MPS Essential Portal (**your Data**) will be stored and processed by Brother in accordance with the Brother Privacy Notice and Website Terms of Use which you agree to be bound by when you begin to use Brother MPS Essential in accordance with these Terms and registering for a Brother Online Account. By subscribing to Brother MPS Essential, you further agree that Brother and each member of the Brother Group shall be entitled to use your Data for the purposes providing Brother MPS Essential in accordance with the Brother Privacy Notice.
- 6.2 You must ensure that your Data provided on your Order and via your Brother Online Account or Brother MPS Essential Portal is kept up-to-date at all times and, in particular, that your email and Printer location addresses are accurate to enable Brother to promptly contact you and to deliver Supplies . You may not receive invoices, Supplies and/or other information necessary for your utilisation of Brother MPS Essential if you fail to provide accurate or updated details. For the avoidance of doubt, Brother shall not be liable to you for any Losses suffered and/or incurred by you as a result of your Data being incorrect and all Brother MPS Essential Fees shall remain payable in full irrespective of whether you are able to fully utilise Brother MPS Essential.
- 6.3 Brother may communicate with you from time to time regarding your Brother MPS Essential subscription via your Brother Online Account or the Brother MPS Essential Portal, by displaying messages on your Printers, via any contact method you provide Brother with details of (including email, phone, postal address, fax and/or text message service) and/or by posting notices on the Brother Website.
- 6.4 If you wish to contact Brother, or if any clause in these Terms requires you to give Brother notice, (unless stated otherwise in this Agreement) you can send such notice to Brother via your Brother MPS Essential Portal. If Brother is required to give you notice in writing, Brother will send such notice to you via your Brother MPS Essential Portal or Brother Online Account or by email to the address provided by you to Brother. You agree that such communications satisfy any legal requirement that the same be in writing.
- 6.5 Notices given in accordance with clause 6.4 will be deemed received and properly served immediately when posted on the Brother Website or in your Brother Online Account, 24 hours after an email is sent. In proving the service of any notice, it will be sufficient to prove, in the case of an email, that such email was sent to the specified email address of the addressee.
- 6.6 The security of communications sent over the internet (including by email) is subject to many factors outside of Brother's control. Brother cannot and does not guarantee the security or confidentiality of any electronic communications and neither Brother nor any member of the Brother Group shall be responsible to you for any loss or damage that you may suffer as a result of the transmission of any such communications.

7 Brother MPS Essential Fees review

- 7.1 The Brother MPS Essential Fees are subject to reasonable change provided that Brother provides no less than 30 days' notice to you of any such change.

8 Payment

- 8.1 You hereby authorise Brother to take payment for all sums due pursuant to these Terms (including, without limitation the Brother MPS Essential Fees and late payment interest) from your nominated bank account notified to Brother in your Order by way of mandatory direct debit (**Payment Method**) throughout the Brother MPS Essential Term and until all amounts due from you have been paid in full. It is your responsibility to ensure that your Payment Method details are valid and kept up-to-date at all times. If you need to change the details of your Payment

Method, you must request a new direct debit form which will be sent via a secure link from Brother via the Brother Online Account, Brother MPS Essential Portal or email.

- 8.2 Advance notice of the payment for the Brother MPS Essential Fees shall be notified to you under the terms of the direct debit guarantee and payment will be taken by Brother from your Payment Method around the first week of the month following the previous Billing Quarter for the duration of the Brother MPS Essential Term. Brother shall issue you with an invoice for such amount which shall be sent via email on or before the payment date.
- 8.3 Notwithstanding the remaining provisions of this clause, Brother MPS Essential Fees shall continue to be due in respect of each billing period during the entire Brother MPS Essential Term even if you remove the Supplies from the Printer, you stop printing and/or you disconnect the Printer from the Brother MPS Essential Portal and/or the internet. If the provision of Brother MPS Essential is cancelled in accordance with clauses 9.2, 9.2or 9.4, Brother MPS Essential Fees shall not be charged in respect of any period after the date of cancellation.
- 8.4 Unless otherwise specified by Brother in writing, all payments shall be taken in British pounds sterling.
- 8.5 If any amount required to be paid under these Terms is not paid when it is due, such amount shall bear interest at the rate of four per cent per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, both before and after judgment.

9 Term and Cancellation

- 9.1 The **Brother MPS Essential Term** shall commence on the date specified in the Order confirmation sent to you by Brother. The Brother MPS Essential Term shall continue until terminated by providing 90 days' notice to Brother via the Brother MPS Essential Portal, accessed through your Brother Online Account. **If you sign up to Brother MPS Essential within 14 days of purchasing a new Printer, the Term will commence on the date of purchase of the Printer and you will be charged for any pages printed on the Printer from that date.**
- 9.2 Brother shall be entitled to cancel or suspend the provision of Brother MPS Essential to you by notifying you in writing at any time. If Brother MPS Essential is suspended, Brother shall notify you of the date on which provision of Brother MPS Essential shall be resumed and during such period of suspension no Brother MPS Essential Fees shall be accrued (but shall be due and payable in respect of the period prior to and after the suspension).
- 9.3 Brother may (without prejudice to any other rights or remedies to which Brother may be entitled) terminate this agreement with immediate effect (without liability to you in any circumstances) by notifying you in writing if you:
- (a) fail to make a payment to Brother (or Brother is unable to take payment via your Payment Method) which is due pursuant to these Terms within 10 days of the due date;
 - (b) commit a material breach (other than breach of a payment obligation) of any of these Terms which cannot be remedied or (if such breach is remediable) you fail to remedy that breach within a period of 15 days after being notified in writing to do so;
 - (c) suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; you are adjudicated bankrupt; you enter into a composition, compromise or arrangement to reschedule or restructure your indebtedness with or for the benefit of your creditors; you compulsorily or voluntarily enter into liquidation (except for the purposes of a bona fide reconstruction or amalgamation with the prior written approval of Brother); you have an administrator, receiver, liquidator or manager appointed over the whole, or a substantial part, of your undertaking or assets; you cease or threaten

to cease business; and/or you are dissolved, or if any event occurs or proceeding is taken, with respect to you, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the aforementioned events.

- 9.4 You may (without prejudice to any other rights or remedies to which you may be entitled) terminate this Agreement with immediate effect (without liability to Brother in any circumstances) by notifying Brother in writing if Brother:
- (a) commits a material breach of these Terms which cannot be remedied or (if such breach is remediable) Brother fails to remedy that breach within a period of 15 days after being notified in writing to do so;
 - (b) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; enters into a composition, compromise or arrangement to reschedule or restructure its indebtedness with or for the benefit of its creditors; compulsorily or voluntarily enters into liquidation (except for the purposes of a bona fide reconstruction or amalgamation); has an administrator, receiver, liquidator or manager appointed over the whole, or a substantial part, of its undertaking or assets; ceases or threatens to cease business; and/or is dissolved, or if any event occurs or proceeding is taken, with respect to Brother, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the aforementioned events.
- 9.5 You agree that Brother shall not be liable to you for any cancellation of Brother MPS Essential or refusal of access to Brother MPS Essential. Upon cancellation or termination of Brother MPS Essential for any reason:
- (a) you must immediately cease all use of Brother MPS Essential in accordance with Brother's instructions (at your cost);
 - (b) each party's rights and obligations under these Terms shall immediately cease, save that this shall not affect either party's rights, remedies, obligations or liabilities that have accrued as at termination or expiry. The provisions in these Terms that by their nature would survive cancellation of Brother MPS Essential (including but not limited to those terms related to limits on Brother's liability, your liability and indemnities, applicable laws, your payment obligations for Brother MPS Essential and your obligation to return the Supplies to Brother) will survive termination of these Terms and cancellation of the provision of Brother MPS Essential subscription to you; and
 - (c) all amounts due in respect of the provision of Brother MPS Essential prior to the date of cancellation shall be immediately due and payable by you and Brother is hereby authorised to collect such sums from you via the Payment Method.
- 9.6 If you are a consumer and you wish to cancel your Brother MPS Essential Subscription for any reason within 14 days, please login to the Brother MPS Essential Portal to cancel your subscription. . If you have inserted any Supplies into the Printer prior to cancellation during the first 14 days following receipt of the Printer (where applicable) or your first Supplies, Brother reserves the right to charge you a reasonable fee for such Supplies.
- 9.7 If you notify us of your intention to cease your subscription to Brother MPS Essential, you shall remain liable for all Brother MPS Essential Fees due to the date of termination which shall be collected via the Payment Method in the usual course in accordance with clause 8. Brother shall issue you with an invoice for the amount due (if it has not done so prior to cancellation of Brother MPS Essential) which shall be sent by email to the address provided to Brother on your Order.
- 9.8 Upon cancellation of Brother MPS Essential, you must immediately cease all use of Brother MPS Essential and promptly return any unused Supplies to Brother in accordance with Brother's instructions (at your cost).

10 Warranties, Indemnities and Liability

- 10.1 You hereby represent, warrant and undertake that:
- (a) you have full capacity and authority to accept and be legally bound by these Terms;
 - (b) the individual entering into this agreement on your behalf has all requisite corporate authority to act on your behalf and to make these Terms valid and binding upon you;
 - (c) you conduct your business in the United Kingdom;
 - (d) you are subscribing to Brother MPS Essential for your individual business use and not for resale, redistribution or to otherwise share with third parties;
 - (e) you will not use Brother MPS Essential in connection with any printing and/or copying business or otherwise for the benefit of a third party;
 - (f) any and all data and information provided by you to Brother on your Order, via your Brother Online Account or otherwise in connection with Brother MPS Essential (including, without limitation, your postal and email addresses, Payment Method information and feedback on Brother MPS Essential) is true, accurate and complete as at the date of provision and you shall promptly notify Brother of any changes to the same;
 - (g) you shall at all times comply with applicable laws, statutes and regulations (including, without limitation, those relating to anti-bribery and anti-corruption and the UK Bribery Act 2010) in connection with the performance of your obligations and exercise of your rights under these Terms and you shall not intentionally place Brother in breach of the same; and
 - (h) you shall not use Brother MPS Essential for illegal or inappropriate activities.
- 10.2 You hereby acknowledge and agree that you shall be solely responsible for the actions of you, your employees, personnel and other third parties who use Brother MPS Essential and for any material printed. You hereby indemnify and shall keep Brother and all members of the Brother Group indemnified on demand from and against all Losses suffered or incurred by or awarded against Brother and/or the Brother Group arising out of or in connection with:
- (a) the use of Brother MPS Essential by you or on your behalf and/or the use of the Supplies and/or the Printer supplied to you by Brother (including any material printed on the Printer); and
 - (b) any breach of these Terms by you.
- 10.3 Brother MPS Essential is provided "as is" and notwithstanding any other provision of these Terms, Brother does not warrant that provision of Brother MPS Essential will be uninterrupted and/or error-free.
- 10.4 Save as expressly set out in these Terms all other warranties, representations, conditions and all other terms of any kind whatsoever implied by statute, common law or otherwise (including, without limitation, any implied warranties or conditions of satisfactory quality, fitness for a particular purpose, title and non-infringement) are, to the fullest extent permitted by applicable law, excluded from these Terms.
- 10.5 Neither Brother nor any member of the Brother Group shall have any liability for your inability to connect to, use or access Brother MPS Essential, the Printers and/or the Supplies which may result from any faults, errors or problems relating to your PC hardware, software, network, network setup or security, internet connection or any other similar problem.

- 10.6 Subject to clause 10.8, Brother shall not be liable to you, under any circumstances whatsoever, or to any of your affiliates, associates, group companies and/or personnel, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with your access to or use of (or inability to use) Brother MPS Essential, the Printers and/or the Supplies for:
- (a) any loss of profits, sales, business or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill;
 - (f) pure economic loss; or
 - (g) any indirect, special, incidental or consequential losses.
- 10.7 Subject to clause 10.8, the total liability to you in aggregate of Brother and the Brother Group in respect of all other Losses suffered and/or incurred by you, any of your affiliates, associates, group companies and/or personnel in connection with these Terms, Brother MPS Essential and/or the Supplies, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount of the Brother MPS Essential Fees you have actually paid during the Term.
- 10.8 Nothing in these Terms limits or excludes any liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or which cannot otherwise not be excluded by law.

11 Intellectual Property Rights

You acknowledge and agree that, as between you and Brother, Brother owns all right, title and interest (including all intellectual property rights) in and to Brother MPS Essential, the Printers, the Supplies and all trade marks, technological solutions, confidential information, know-how, firmware, software, interoperability, configuration and processes relating to the same. You shall not seek to obtain and/or claim that you have any interest in such rights, title or interests which shall at all times remain the absolute property of Brother. You shall not use, copy, register or challenge Brother's intellectual property rights without Brother's prior written consent.

12 Force Majeure

Brother shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in relation to Brother MPS Essential that is caused by any act or event beyond Brother's reasonable control, including without limitation strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of public or private transport, activities of hackers, malicious conduct, failure or interruption of any public or private telecommunications networks, power failures or interruption, or failures of any third party service providers (including providers of Internet services and telecommunications).

13 Contacting Brother and Complaints

- 13.1 Should you wish to contact Brother or have any issue with the Brother MPS Essential service, please contact us via any of the following methods - by email: complaints@brother-uk.com or by phone: 0333 777 4444 or by post: Complaints Department, Brother UK Limited, Jones House, Shepley Street, Audenshaw, Manchester, M34 5JD.

14 General

- 14.1 Brother may assign, delegate, sub-contract and/or transfer any of its rights and/or obligations under these Terms to any third party. This agreement is personal to you and you may not, without Brother's prior written consent, transfer the provision of Brother MPS Essential (and/or any of your other rights and/or obligations) to another printer and/or another person.
- 14.2 Subject to clause 14.3, no other person shall have any rights to enforce any provision contained in these Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.3 Any member of the Brother Group shall be entitled to enforce, rely on and benefit from the provisions contained in these Terms, including without limitation the provisions contained in clauses 3.64, 4.2, 6, 7, 10.2, 10.3, 10.6 and 11. Notwithstanding the foregoing, the rights of the parties to terminate, rescind, or agree any variation, waiver or settlement under these Terms are not subject to the consent of any other person. For the purpose of these Terms, **Brother Group** means Brother's holding companies (including its ultimate holding company) and all subsidiaries of each holding company from time to time (with the terms **holding company** and **subsidiary** being as defined in section 1159 of the UK Companies Act 2006).
- 14.4 Each of the provisions of these Terms operates separately. If any court, relevant authority or other administrative body of competent jurisdiction decides that any of the provisions in these Terms (or part-provision) is unlawful, unenforceable or invalid, the remaining provisions will remain in full force and effect. If any unlawful, unenforceable or invalid provision would be legal, enforceable or valid if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it legal, enforceable or valid.
- 14.5 If Brother fails to insist that you perform any of your obligations under these Terms, or if Brother does not enforce its rights against you, or if Brother delays in doing so, that will not mean that Brother has waived or abandoned its rights against you and will not mean that you do not have to comply with those obligations. Any waiver or abandonment granted by Brother will be in writing and will not automatically mean that any later default by you will also be waived or abandoned.
- 14.6 Nothing in these Terms is intended to or shall operate to create a partnership between you and Brother, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 14.7 These Terms constitute the entire agreement between you and Brother and supersede, replace and extinguish any previous arrangement, understanding or agreement between you and Brother relating to Brother MPS Essential. You acknowledge that you have not relied on any statement, promise, warranty or representation made or given by or on behalf of Brother which is not set out in these Terms.
- 14.8 These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) will be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms.

May 2023