

# Fax Back on 01908 671460

## 2008 SCHOOL OMR RENTAL ORDER FORM

Please read the Terms & Conditions overleaf

### SCHEDULE 1

This schedule forms part of the rental agreement with DRS Data Services Limited.

Please complete and fax to 01908 671460 or send to the address below.

School Name and Address ..... ..... ..... ..... .....	Tel No: .....
	Fax No: .....
	Email: .....
	VAT No. (if applicable): .....
	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary <input type="checkbox"/> Special
Name of LA: .....	

Costs for the rental package are dependent on total pupil numbers per school. Please indicate your school pupil size by ticking the appropriate package selection below.  
Save £200 off your first year's rental on either a CD230 or PS370 if you trade-in your old CD210/220/230 or CD360 model. To qualify, please enter your existing OMR serial number here: CD.....

CD230 handfed OMR Rental Package	<299 pupils	✓	>300 pupils	✓
Annual OMR rental fee	£775		£875	
Attendance Registration forms, OR	1,000 forms FREE		2,000 forms FREE	
Absence Reporting forms	1,000 forms FREE		2,000 forms FREE	
PS370 automatic OMR Rental Package	<999 pupils	✓	>1000 pupils	✓
Annual OMR rental fee	£2,375		£2,475	
Attendance Registration forms, OR	2,000 forms FREE		3,000 forms FREE	
Absence Reporting forms	2,000 forms FREE		3,000 forms FREE	

**These prices apply to UK only. Separate pricing applies to the Republic of Ireland.  
Prices are correct as at 1<sup>st</sup> January 2008 and will be honoured until 1<sup>st</sup> March 2009.**

MIS provider:     Capita/ SIMS     RM/Integris     CCM/Facility     Other .....

To order the CD230 or PS370 OMR Rental Package for the school named above, please read the Terms & Conditions overleaf and sign below.

DRS would like to keep you informed of future offers and updates about its data capture products and services. If you would prefer not to receive such information, please indicate appropriate methods that you do not wish to be contacted by:    post  email  phone  fax

Order No. (if applicable):

Contact Name:	Position:
Signature:	Date:
DRS Authorised signature:	Date:

## Terms & Conditions of the CD230/CD360/PS370 Rental Agreement

### 1. Definitions

The "Agreement" is a contract between DRS Data Services Limited ("DRS") and the School; the "School" is named overleaf in Schedule 1; The "Agreement Date" is the date this form is duly confirmed by DRS in the acknowledgement section and the "Delivery Date" is the date the Optical Mark Reader (OMR) was dispatched from DRS to the School; the "Annual Fee" is the payment due each year as stipulated in Schedule 1 according to the number of pupils registered at the School at the commencement of each year of the agreement; "year" means twelve calendar months. The minimum period is one year from the Delivery Date.

### 2. The Contract

WHEREBY in return for an Annual Fee paid by the School, DRS undertakes to provide the School with an Optical Mark Reader (OMR), an agreed volume of input forms to be read by that OMR, and the agreed support services, as described below.

### 3. Period of Agreement

This agreement will run for a minimum of one year from the Delivery Date. At the end of the minimum period, the agreement will continue unless notice is given by either party to terminate the agreement at the end of the current year, such notice having been received not later than three months before the end of the current year. In the event of default by the School, DRS reserves the right to terminate the agreement, recover the OMR and claim for monies outstanding.

### 4. Annual Fee

In each year of this agreement, the School will pay to DRS the Annual Fee, such payment to cover:

- a) the rental of the OMR
- b) the supply of input forms, as detailed in clause 6
- c) repair or replacement of a faulty OMR as detailed in clause 8
- d) a "support" service, as detailed in clauses 8 & 11 below.

In the second and subsequent years, the Annual Fee is subject to increase. Any such increases would not exceed twice the rate of the published index of retail prices at 1<sup>st</sup> January for the previous calendar year.

### 5. OMR Trade-in Offer

DRS offers a £200 reduction on the first year rental to existing DRS CD210/220/230/360 OMR owners subject to the following conditions:

- The £200 reduction consists of a £100 discount and a £100 trade-in on return of a CD210/220/230/360 to DRS.
- To qualify for the reduction the CD210/220/230/360 serial number must be stated on the order form (overleaf).
- The school acknowledges ownership to any CD210/220/230/360 being returned to DRS and that the ownership will transfer to DRS on the granting of the trade-in.
- The CD210/220/230/360 trade-in offer is accepted by DRS when DRS produces the self-billing invoice.
- DRS will make the arrangements and pay the costs for the collection from the school of a trade-in CD210/220/230/360.
- If a trade-in CD210/220/230/360 is in DRS' judgement an incomplete machine, then DRS may decline to accept the trade-in and will return the CD210/220/230/360 at DRS cost to the school.
- This scheme may be withdrawn or modified without prior notice.
- For accounting purposes the school gives DRS permission to create a self-billing invoice for the £100 trade-in value, this invoice will be supplied by DRS to the school.

### 6. Supply of Forms

The number of forms supplied under this agreement is determined by the number of pupils registered at the School on the Agreement Date and each anniversary thereafter during the period of rental. Additional forms may be purchased directly from DRS. See separate price list.

Number of Pupils registered Minimum number of forms supplied	CD230		CD360 / PS370	
	Up to 299	300 or more	Up to 999	1000 or more
Attendance Registration	1000	2000	2000	3000
Absence Reporting	1000	2000	2000	3000

### 7. Delivery and retrieval of OMR

Upon receipt of the signed Agreement DRS will deliver the OMR at DRS' expense to the School, normally within two weeks. If in any circumstances DRS is unable to collect an OMR due for return to DRS for reasons of non-availability of the equipment, the School will bear the costs of the courier.

### 8. Maintenance

Support is available via the DRS Helpdesk on 01908 355115. All parts and labour costs are included in your agreement.

- a) **CD230** If faults arise, or are discovered, with the OMR, DRS will endeavour to dispatch a replacement at the earliest opportunity, usually within 48 hours. In any event, DRS will either repair such faults or at DRS' discretion supply new hardware to the School within two weeks of receipt of notification, excluding faults arising under clause 9.
- b) **CD360** If faults arise, or are discovered, with the OMR, DRS will make every endeavour to arrange an on-site visit by a maintenance engineer for the next working day. DRS will either repair such faults or at DRS' discretion supply new hardware to the School within two weeks of notification, excluding faults arising under clause 9.
- c) **PS370** If faults arise, or are discovered, with the OMR, DRS will make every endeavour to arrange an on-site visit by a maintenance engineer for the next working day. DRS will either repair such faults or at DRS' discretion supply new hardware to the School within two weeks of notification, excluding faults arising under clause 9. Two scheduled service visits per year are included in your agreement.

### 9. Damage to Equipment

The School agrees to be responsible for any loss or damage to the OMR beyond "fair wear and tear", whilst in its possession, and agrees not to allow it to be removed from the School (except to return it to DRS) without the prior approval in writing of DRS. The School further agrees to insure the OMR and to pay DRS the costs incurred to make good such damage or loss. For insurance purposes, the commercial value of the equipment is £3,600 excluding VAT for the CD230, £6,945 excluding VAT for the CD360 or £6,945 excluding VAT for the PS370.

### 10. Termination of Contract & Returning OMRs

The School may return the OMR to DRS at any time on termination of the contract. If notification of termination is received more than three months before the end of the contract year in question, then the contract will terminate at the end of that year otherwise the contract will continue for the following twelve-month period. No portion of any year's fee will be reimbursed unless there is repeated failure of the OMR to perform as per its specification, or other performance failure by DRS has resulted in DRS being in breach of this agreement. The School agrees to co-operate with DRS in securing the return of the OMR to DRS in good condition within two weeks following the appropriate termination date. In line with clause 8, DRS reserves the right to make a supplementary charge for any OMR returned damaged.

### 11. Performance Guarantees

DRS will only be responsible for ensuring that the OMR is fit for purpose when used to read forms supplied by DRS. If any forms supplied by DRS are demonstrated to contain serious manufacturing deficiencies, such for example that they could not be read by the DRS OMR, then DRS will replace those forms without charge. DRS will use its best endeavours to do this within one week of receiving clear written evidence of the alleged deficiency. Other than expressed in clauses 8 and 11, DRS accepts no responsibility for loss or damage in respect of use of the OMR and the forms supplied, howsoever caused.

DRS will maintain an internet web site containing useful information to schools operating a DRS OMR, on which queries or reports of malfunctions may be lodged. DRS will accept and respond to communications in relation to this agreement either by letter, fax or e-mail or via the aforementioned web site.

### 12. Ownership

The OMR will remain the property of DRS throughout this agreement.

### 13. Copyright & Usage

Copyright to the forms supplied under this agreement will remain the property of DRS. The forms supplied under this agreement are for use only by the School, which undertakes not to supply any of them for use by any other school without the express written permission of DRS.

This contract is subject to English Law. Should any clause be held to be invalid, it shall not affect the validity of other clauses in the contract.