

TECHNOFILE

TERMS AND CONDITIONS OF BUSINESS

The following terms and conditions will be included in any contract for goods supplied and work done by Document Archival Services Ltd. Trading as Technofile (hereafter known as Technofile) for or on behalf of the customer. Any variation of these conditions in any document of the customer is inapplicable unless accepted in writing by Technofile.

1. Technofile will for the contract price carry out the scanning/filming work (including all preparatory and associated work) and provide any materials specifically required by the customer in connection with the work. Technofile will arrange for collection of the documents from the customer's premises and arrange delivery of the converted records (hereinafter known as "the completed goods") to the customer's premises after completion of the work.
2. In addition to any right of lien to which Technofile may by law be entitled to, Technofile shall (in the event of non-payment by the customer of previously submitted invoices to the customer) be entitled to a general lien on all documents and/or completed goods delivered to the customer by Technofile under the same or any other contract.
3. Any time or date proposed by Technofile for delivery of the completed goods and/or original documents is given and intended as an estimate only and Technofile shall not be liable for any loss or damage arising directly or indirectly out of delay in delivery.
4. Technofile reserves the right to subcontract the fulfilment of any contract or any part thereof.
5. If for any reason the customer is unable to accept delivery of the completed goods at the time the completed goods are due and ready for delivery Technofile shall, if its storage facilities permit, store the completed goods (and any original documents in its possession) safeguard them and take all reasonable steps to prevent their deterioration until their delivery, and the customer shall be liable to Technofile for the reasonable cost of its so doing.
6. The customer will be deemed to have examined and accepted the quality of the completed goods at the time of delivery unless a complaint in writing is made by the customer to Technofile within fourteen days of delivery.
7. In the event that any documents belonging to the customer are destroyed, lost or damaged while in the possession of Technofile for the purpose of the work being undertaken, or during transit from or to the premises of the customer, then Technofile will not be liable for any loss or damage thereby occasioned nor bear any responsibility in respect of any claims by the customer or any third party arising out of the same.
8. The customer will indemnify Technofile to the full extent of satisfying any claims (including costs and/or other expenses to which Technofile may become liable) brought by a third party against Technofile as a result of any incident referred to in clause 7 above, or as a result of any claim for infringement of any copyright brought against it by virtue of scanning, microfilming or any other work to produce the completed goods.
9. Where credit facilities are given, it is on the condition that full payment is received by Technofile within 30 days of the invoice date.
10. Insurance will be the responsibility of the customer unless express written instructions have been given to Technofile to insure the goods at the customer's expense, in which circumstances Technofile will use its best endeavours to insure the Goods in the sum specified by the customer. It is the customer's responsibility to provide a full and proper valuation in respect of the Goods. Technofile will not be liable for any claims in respect of under insurance in the event of total or partial loss. In all circumstances, except where written instructions have been given to Technofile as specified above, the Customer warrants that adequate insurance exists for the duration the contents are with Technofile and when in transit. Should the insurers dispute their liability for any reason the Customer shall have recourse against the insurers only and Technofile shall not be under any responsibility or liability in relation thereto.
11. All filmed and scanned documents will be shredded 30 days after date of invoice, unless otherwise agreed in writing.
12. These conditions and the context shall be subject to and constructed in accordance with the laws of England and Wales.