

1. Definitions

In these conditions:

- 1.1 "The Supplier" shall mean Dectel Security Limited;
- 1.2 "The Customer" shall mean the party entering into a contract with the Supplier;
- 1.3 "Customer Survey" shall mean the initial survey of the Customer's requirements carried out by the Supplier's representative;
- 1.4 "Customer's Documents" shall mean the documents in paper, electronic or other form the Customer wishes to have converted onto electronic media and/or microfilm;
- 1.5 "The Completed Product" shall mean the electronic media and/or microfilm after conversion of the Customer's Documents has been completed;
- 1.6 "Conversion Process" shall mean the process of putting the Customer's Documents into electronic and/or microfilm form;
- 1.7 "Actual Date of Delivery" shall mean the date on which the completed electronic media and/or microfilm is delivered to the Customer;
- 1.8 "Return Date" shall mean the date on which the electronic media and/or microfilm is returned to the Customer after having been corrected pursuant to clause 10.2;
- 1.9 "Deemed Date of Acceptance" shall mean the 28th day after the Actual Date of Delivery.
- 1.10 "Supplier Representative" shall mean the representative of the Supplier as named in the contract.

2. General

This document contains all the terms of the contract between the Supplier and the Customer. No variations of these terms and conditions shall be effective unless made in writing and signed on behalf of the Supplier by the Supplier Representative.

3. Customer Survey

- 3.1. The Supplier enters into this contract on the basis of its Representative's assessment of the Customer's requirements as at the date of the Customer Survey.
- 3.2. Any change in the Customer's requirements after the date of the Customer Survey may lead to changes in the contractual terms.

4. Price

- 4.1. Following the Customer Survey the Supplier shall give a written quotation of price to the Customer.
- 4.2. Price quotations made by the Supplier to the Customer shall bind the Supplier for the period of 30 days following the date upon which the quotation is made.
- 4.3. In the event of an error or omission the Supplier reserves the right to modify the price quotation.

4.4. Unless otherwise agreed in writing the price quoted does not include:

- 4.4.1. Cost of collection of Customer's Documents;
- 4.4.2. Cost of delivering the Completed Product to the Customer;
- 4.4.3. Cost of storage of the Customer's documents;
- 4.4.4. Cost of destruction of the Customer's documents.

4.5. The price quoted is exclusive of Value Add Tax

4.6. The price quoted is based on current labour and material costs. The Supplier reserves the right to adjust the price of the service where due to circumstances beyond its control the costs of materials and/or labour increases.

5. Collection of Customer's Documents

5.1. The Supplier shall collect the Customer's Documents from the Customer's offices or document store on a date to be agreed between the parties in writing or by electronic mail.

5.2. Ownership and risk of the Customer's Documents shall not pass to the Supplier on collection and the Customer is strongly advised to maintain its own insurance.

5.3. Whilst the Supplier will use all reasonable endeavours to keep the Customer's Documents safe from loss or damage no liability will be accepted for any loss or damage arising otherwise than by the negligence of the Supplier or its employees.

5.4. In the event of the Customer making a claim in respect of any loss or damage which is proven to be caused by the negligence of the Supplier then the liability of the Supplier shall be limited to such sums as the Supplier has provided for in his policy of insurance referred to in Clause 15.

6. Confidentiality and Security

6.1. The Supplier and its employees and agents shall maintain confidentiality on all matters not in the public domain and shall not disclose to any third party any matters which have come to its knowledge through the course of the contract.

6.2. Whilst the Supplier will use its reasonable endeavours to maintain its premises as secure against theft, fire and flood and other such risks, no liability will be accepted by the Supplier for any damage howsoever arising otherwise than by the negligence of the Supplier or its employees to the Customer's Documents whilst in the Supplier's possession.

6.3. In the event of the Customer making a claim in respect of any loss or damage caused by the proven negligence of the Supplier then the Supplier's liability shall be limited to such sums as the Supplier has provided for in his policy of insurance referred to in Clause 15.

7. Scanning and/or Microfilm Technique

7.1. The Supplier shall convert the Customer's Documents into electronic and/or microfilm form using techniques agreed between the parties at the Customer Survey.

7.2. At each stage of the conversion process the Supplier will ensure checks are made as to the quality of the images produced.

7.3. Prior to delivery the Supplier will inspect the completed media.

7.4. The Customer shall have the right but not the obligation, at a time convenient to the Supplier, to inspect, test, examine or witness any test or any part of the conversion process.

8. Quality of Work

The Supplier shall carry out the Conversion Process in accordance with the Contract with all proper skill and care and in compliance with all relevant laws and regulations and shall ensure that the Conversion Process and facilities, services, materials and equipment used for or incorporated into the Conversion Process shall be fit for their intended purpose and of good quality and workmanship.

9. Delivery of Completed Electronic Media and/or Microfilm

9.1. Subject to clause 9.2 below, delivery of the Completed Electronic Media and/or Microfilm to the Customer shall be as agreed between the Supplier and the Customer.

9.2. The date agreed for the delivery of the Completed Electronic Media and/or Microfilm to the Customer is intended as an estimate only and the Supplier shall not be liable for loss or damage arising whether directly or indirectly from any delay in delivery howsoever caused.

9.3. Time is not of the essence in relation to delivery unless so agreed in writing.

9.4. The Supplier shall deliver the Completed Electronic Media and/or Microfilm to the Customer's office as stated in the contract.

10. Acceptance of the Completed Electronic Media and/or Microfilm

10.1. From the actual date of delivery of the Completed Electronic Media and/or Microfilm the Customer shall have 28 days within which to inspect the Completed Electronic Media and/or Microfilm and notify the Supplier of any errors contained therein.

10.2. If within the 28 day time period referred to in clause 10.1 above the Customer gives notice in writing to the Supplier of an error within the Completed Electronic Media and/or Microfilm the Supplier shall remedy the same within a reasonable time period at no extra charge to the Customer.

10.3. If no such notice is given to the Supplier within the said time period the Customer shall be deemed to have accepted the Completed Electronic Media and/or Microfilm and payment shall become immediately and payable.

11. Terms of Payment

11.1. Payment shall become immediately due and payable 30 days after the date of the invoice or interim invoice as the case may be.

11.2. If the Customer fails to pay on the due date the Supplier without prejudice to any other right or remedy available shall be entitled:-

- 11.2.1. to charge interest (both before and after any judgement) on any amounts over due at the compound rate of 1.5% over Bank of England Base Rate per month from the date of issue of the invoice until payment and/or
- 11.2.2. to cancel the contract.

11.3. Time for payment is of the essence of the contract.

12. Ownership

Ownership of the Completed Electronic Media and/or Microfilm shall not pass to the Customer until all payments due to the Supplier under the terms of this or any other contract have been made in full.

13. Disposal of Customer's Documents

13.1. It shall be the duty of the Customer to notify the Supplier within one month of the Deemed Date of Acceptance of any objections it has to the destruction of the Customer's Documents.

13.2. If the Customer fails to notify the Supplier within the time period referred to in Clause 13.1 above then the Supplier shall destroy the Customer's Documents.

14. Amendments or Cancellation

14.1. Any instructions accepted by the Supplier may be amended or cancelled by the Customer only with the Supplier's written consent.

14.2. In the event of a cancellation of the contract, any costs incurred to the date of the Supplier's consent to such cancellation may be charged to the Customer.

14.3. In the event of the Customer wishing to amend the works to be carried out, the Supplier shall not carry out such works until the Customer has agreed the revised price in writing.

14.4. If the Supplier considers that an occurrence has taken place that should lead to an amendment in the work the Supplier shall obtain the written consent of the Customer to any such amendment.

15. Insurance

15.1. The Supplier confirms that he has in force a policy of:

- 15.1.1. General Third Party Liability Insurance and
- 15.1.2. Employer's Liability Insurance.
- 15.1.3. Copies of the Suppliers Insurance Certificates will be Made available to the Customer for inspection upon written request.

16. Force Majeur

16.1. The Supplier shall be under no liability if it is unable to carry out any provision of the instructions for any reason beyond it's control including Acts of god, legislation, war, fire, flood, drought, failing of power supply, or lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or

owing to any inability to procure materials required for the performance of the instruction.

16.2. During the continuance of such contingency as aforesaid the Customer may by written notice to the Supplier elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

17. Notices

Any Notice required or permitted to be given by the Customer to the Supplier under these conditions shall be in writing and addressed to the Supplier marked for the attention of the Supplier Representative at Dectel Security Limited, Swinborne Road, Burnt Mills, Basildon, Essex SS13 1EF.

18. Errors

Clerical errors and omissions in the Supplier's promotional material and quotations are subject to correction by the Supplier at any time.

19. Proper Law and Jurisdiction

These conditions and all other expressed terms of the Contract shall be governed and construed in accordance with English Law.

20. Waiver

No waiver by the Supplier of any breach of contract by the Customer shall be construed as a waiver of any subsequent breach of the same or any other provisions.

21. Headings

Headings contained in these conditions are for reference purposes only and shall not be incorporated into these conditions and shall not be deemed to be any indication of the meaning of the clauses and sub clauses to which they relate.