

Terms and Conditions of Business

The following terms and conditions will be included in any contract for goods supplied and work done by Scanview UK Limited (hereafter known as Scanview UK) 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 Scanview UK. Scanview UK reserves the rights to change or amend this document and any of the terms and conditions of business at any time.

Scanview UK will for the contract price carry out the scanning/filming/storage work (including all preparatory and associated work) and provide any materials specifically required by the customer in connection with the work. Scanview UK 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.

In addition to any right of lien to which Scanview UK may by law be entitled to, Scanview UK 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 Scanview UK under the same or any other contract.

Any time or date proposed by Scanview UK for delivery of the completed goods and/or original documents is given and intended as an estimate only and Scanview UK shall not be liable for any loss or damage arising directly or indirectly out of delay in delivery.

For the purpose of box storage in the event of permanent removal of those boxes Scanview UK shall require 3 clear calendar months notice made in writing. All boxes permanently removed from storage shall be charged at a rate set by Scanview UK. This charge is currently £3 per box but can be changed by Scanview UK at their discretion. In the event the storage agreement is terminated Scanview UK shall include additional charge for materials and handling in addition to the permanent removal fees. All accounts must be paid for in advance when permanently removing boxes. No refund will be given for any part months of storage. No refunds will be given for storage paid for beyond the minimum storage notice periods.

For the purpose of box storage in the event a box is recalled by the customer on a temporary basis the box(s) will be charged for at the monthly storage rate. In the event the box is not returned to storage then Scanview UK reserves the right to charge the permanent removal fees as set by Scanview UK. Temporary removal is deemed to be a box or boxes that are out with the customer for less than 60 days.

For the purpose of services relating to Scanview UK Online image hosting systems the customer agrees to a minimum contract period of 24 months. The customer then has the right to cancel the service at any point after the 24 months by giving no less than six months notice in writing to Scanview UK.

Scanview UK reserves the right to subcontract the fulfillment of any contract or any part thereof unless agreed otherwise in writing.

Scanview UK will make every effort to ensure scanned documents remain in the same order they were received, however it should be assumed that documents might not be delivered back in the same order they were received.

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 Scanview UK 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 Scanview UK for the reasonable cost of its so doing.

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 Scanview UK within seven days of delivery sent via Recorded Delivery.

Insurance is the responsibility of the customer. During the entire term of the agreement the customer shall insure the goods for losses and damages under their own all risk insurance up to the level selected by the customer but sufficient to cover the full value of the goods. Failure to do so will mean that in the event of loss of goods due to any cause the loss shall be at the risk and account of the customer.

In the event that any documents belonging to the customer are destroyed, lost or damaged while in the possession of Scanview UK for the purpose of the work being undertaken, or during transit from or to the premises of the customer, then Scanview UK 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.

The customer will indemnify Scanview UK to the full extent of satisfying any claims (including costs and/or other expenses to which Scanview UK may become liable) brought by a third party against Scanview UK as a result of any incident referred to in clause 8 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.

Unless otherwise agreed the granting of credit facilities is made on the condition that payment is received by Scanview UK at the address referred to on the invoice within 28 days of the invoice date.

Insurance will be the responsibility of the customer unless express written instructions have been given to Scanview UK to insure the goods at the customer's expense, in which circumstances Scanview UK will use its best endeavors 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. Scanview UK 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 Scanview UK as specified above, the Customer warrants that adequate insurance exists for the duration the contents are with Scanview UK and when in transit. Should the insurers dispute their liability for any reason the Customer shall have recourse against the insurers only and Scanview UK shall not be under any responsibility or liability in relation thereto.

All filmed and scanned documents will be shredded and deleted 30 days after date of invoice, unless otherwise agreed in writing.

Termination of an agreed contract shall incur the cost of the work complete to the date of cancellation, and an additional 30% of the total contract value payable in advance. These conditions and the context shall be subject to and constructed in accordance with the laws of England and Wales.