

CH Digital Limited
Unit 3, Swan Park,
Kettlebrook Road,
Tamworth,
B77 1AG
01827 726934

TERMS AND CONDITIONS OF BUSINESS

1. The following terms and conditions are for CH Digital Limited hereafter known as 'CHD'
2. The following terms and conditions will be included in any contract for goods supplied and work done by CHD 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 CHD.
3. CHD will for the contract price carry out storage or micro-imaging work (including all preparatory and associated work) and provide any materials specifically required by the customer in connection with the work. CHD will arrange for collection from the customer's premises of any documents and deliver the micro-images in the required format (hereinafter known as "the completed goods") to the customer's premises after completion of the work, or online within a secure online hosted repository as may be required. If required by the customer and at an additional cost CHD will arrange for the destruction of the original documents.
4. CHD reserves the right to subcontract the fulfilment of any contract or any part thereof.
5. In addition to any right of lien to which CHD may by law be entitled CHD 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 of the customer in CHD's possession for the unpaid price in respect of other completed work and/or completed goods delivered to the customer by CHD under the same or any other contract.
6. Any time of date proposed by CHD for delivery of the completed goods and/or original documents is given and intended as an estimate only and CHD shall not be liable for any loss or damage whether arising directly or indirectly out of delay in delivery.
7. If for any reason the customer is unable to accept delivery of the completed goods at the time when the completed goods are due and ready for delivery CHD 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 actual delivery. The customer shall be liable to CHD for the reasonable cost of its so doing.
8. The customer will be deemed to have examined and accepted the quality of the completed goods following an agreed period with the customer from the time of delivery unless a complaint in writing is made by the customer to CHD within three days of such an agreed time.
9. In the event that any documents belonging to the customer are destroyed, lost or damaged while in the possession of CHD for the purpose of the work being undertaken or in possession of CHD during transit from or to the premises of the customer, by reason of any of, but not limited to, fire, theft, flood, war, strike, riot, affray or other form of force majeure, then CHD will not be liable whatsoever for any such destruction, 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.
 - 9.1 In respect of Storage services, liability for any loss or damage to documents, files, paper records and other goods provided by the customer to CHD (but excluding any tapes, disks, reels, cassettes, microfiche and microfilm), shall be limited to the salvage value of the goods up to a maximum value of £20 per Tonne (equivalent to £0.25 per archive box) or proportionate

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9.2 In respect of loss or damage to tapes, disks, reels, cassettes, microfiche and microfilm, up to the direct cost to replace such blank items; for the avoidance of doubt, the cost of replacement shall not include restoration of any media or data whatsoever.

10. The customer will indemnify CHD to the full extent of satisfying any claims (including costs and/or other expenses to which CHD may become liable) brought by a third party against CHD 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 micro imaging or the doing of any other work to produce the completed goods.

11. Insurance will be the responsibility of the Customer unless express written instructions have been given to CHD to insure the Goods at the Customer's expense, in which circumstances CHD will use its best endeavours to insure the Goods in the sum specified by the Customer except as herein provided. It is the Customer's responsibility to provide a full and proper valuation in respect of the Goods. CHD 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 CHD as specified above, the Customer warrants that adequate insurance exists for the duration the contents are deposited with CHD and when in transit between the Customer and CHD's premises. Should the insurers dispute their liability for any reason the Customer shall have recourse against the insurers only and CHD shall not be under any responsibility or liability in relation thereto.

12. These conditions and the context shall be subject to and constructed in accordance with the Laws of England and Wales.

CH Digital Ltd

Unit 3, Swan Park, Kettlebrook Road Tamworth B77 1AG

Registered in England no. 5776258 VAT no. 879-9047-53

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