



#### Payment Of Invoices

The preferred method of payment is by BACS. Please contact us for our Bank Details.

If paying by cheque, please make payment to: Content Capture Services Limited, Calico House, Calico Lane, Furness Vale, Derbyshire, SK23 7SW. Please also include any accompanying remittance advice with details of invoices paid in the transaction.

#### Terms & Conditions of Credit & Service

All prices, costs, charges, etc. are subject to change or alteration and shall become binding if no request for credit following a shortfall or increase are received within the stated credit terms (unless otherwise agreed). All costs are reviewed annually.

Unless otherwise agreed, Content Capture Services Limited operate a strict 0 day credit facility for all contracts (unless otherwise agreed in writing or stipulated in our proposal). Any disputes or claims for shortfall in service must be made within 7 days of the receipt of the invoice. Failure to claim within this period will result in a delay in issuing the appropriate credits. It is the customers responsibility to ensure that any necessary purchase order numbers are provided to Content Capture Services Limited and any delay in payment of invoices because of any failure to provide this remain the responsibility of the customer and the payment terms will remain unaffected.

To request Credits for a shortfall in service please contact the accounts department on Tel: 01663 746604 Content Capture Services Limited, Calico House, Calico Lane, Furness Vale, Derbyshire, SK23 7SW. Email: [help@contentcaptureservices.co.uk](mailto:help@contentcaptureservices.co.uk) and must be done so within the 7 day period as stated above.

Failure to pay any outstanding invoices within the agreed time may result in a suspension of service after further consultation or failure to communicate results in continued non-payment Content Capture Services Limited may begin credit protection proceedings against any customer. Content Capture Services Limited reserves the right to perform credit checks and credit appraisals on any and all customers at any time, via Experian and "Risk Disk LTD" (or any other credit approval agency we may choose).

Nothing in any clause shall confer any right on the customer to-refuse payment or delay payment thereof, unless otherwise agreed. Any invoice remaining outstanding beyond due date will receive and become liable for an initial late payment charge of £25.00 and begin accruing interest at 8% over the Bank of England base rate. We reserve the right to seek compensation for debt recovery costs under the late payment legislation if we are not paid according to our agreed payment terms. Content Capture Services Limited reserves the right to withdraw any credit facilities if circumstances arise which, in our view, obliges them to do so.

We reserve the right to withdraw service as a result of non-payment of invoices. Service commencement, serves as acceptance of our standard terms and conditions, whether a copy of the contract has been signed or not.

Any final invoices must be paid in the usual way, within 0 days from the date of invoice (unless otherwise agreed in writing or stipulated in our proposal) . Failure to do so will result in credit protection proceedings and possible commercial litigation, to recover lost funds, interest, charges, etc. Any outstanding debt, may be sold to a credit collection firm at the companies discretion.

This contract shall be constructed in accordance with English Law. Any proceeding relating to any dispute arising under or in connection with this contract shall be brought in the English courts and in no other courts, and the Customer and contractor hereby agree to submit to the jurisdiction of the English courts in respect of any such dispute.

The customer agrees to be bound and operate in accordance with TUPE (transfer undertaking protection of employment rights) or any other employment bound regulations and legislation that may be in-place at the time of service, undertaking, performance or dispute. Content Capture Services Limited accepts no responsibility for failure by the customer to adhere to any and all regulations with regards to the undertaking or transfer of staff, either to the company or from the company.

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## Changes to Company Details

It is imperative that we have the correct information for your particular contract. Should any information change, or if you feel that we have incorrect data for your contract, then please let us know as soon as possible. If we are not in possession of the correct up to date information for each contract, this often results in delayed contact / invoice / security problems. Each year Content Capture Services Limited will endeavour to collect and update the information held on our contract files, to ensure a smooth service without interruption. Delay in payment for incorrect information provided will be dealt with as above and may incur additional charges and interest.

## General Terms & Conditions

1.1 Within these terms and conditions references to "CCS" are to "Content Capture Services Limited" and "client" means any person, company or any other party with whom CCS enters into any contract whether directly or indirectly. "Confidential information" as used herein shall mean, any electronic data, paperwork documents, media, software, computer hardware and firmware, supplied to CCS for the purpose of Service. "Contract" means any contract entered into by CCS and the client. "Service" shall be taken to include, but shall not be limited to, export of electronic data from the hardware or firmware supplied by the client, hard copy documents for scanning purposes supplied by the client and hard and soft data to be redacted supplied by the client.

1.2 Working days are defined as Monday to Friday excluding public holidays, and working hours shall be defined as 09:00 to 17:00 at CCS premises.

1.3 All reasonable efforts to meet relevant response times by CCS are not fundamental in nature to any contractual obligations.

## Arrangement of Contract

2.1 CCS will commence work when item/confidential information/paperwork documents is received or when any agreed payments received. Receipt of the item(s) will be taken as the client's wish for CCS to proceed in line with quote.

2.2 CCS reserves the right to cancel the contract without any liability to the client when, and shall not be limited to, when the confidential information appears to breach any related laws or regulations. The client shall withstand any loss, costs, damages and/or charges incurred by CCS in respect thereof.

2.3 The client understands that CCS does not offer guarantees or warranties of any kind.

2.4 CCS will not be liable for any loss of data, loss of revenue or profits or any consequential damages, however caused, in connection with any service provided by CCS.

2.5 CCS will not be liable for any error or mistake when redacting documents supplied by the client. The onus is on the client to check the redacted zones and non redacted text and raise any query within 7 days of supply in writing.

2.6 The client understands that confidential information you are making available to CCS may already be damaged, that data export or scanning efforts can result in further damage, that your media and/or equipment warranties may become void and that CCS is not responsible for this or any other type of damage.

2.7 Under the contract no other party shall have any rights or obligations. Nor will the said party be at liberty to take legal action or become liable for legal action.

2.8 The onus is on the client to investigate if any document type (for example books) or data are subject to Copyright law. We accept no responsibility for breach of Copyright. This is the responsibility of the client.

2.9 Client warrants to CCS it is in lawful possession of all equipment/data/media/documents/paperwork provided to CCS, and has lawful purpose to request CCS's services. Client will defend, at its expense, indemnify, and hold CCS harmless against any damages, fees, costs or expenses that may occur as a result of a breach of this clause, and pay any damages, fees, costs and expenses awarded against CCS or its suppliers resulting from such breach.

## Service and Completion

3.1 Subject to provisions of 3.1.1, all reasonable efforts shall be made to meet the time of service and dispatch in accordance with the contract.

3.1.1 CCS shall not be liable for any failure or delay in the service where any circumstances outside its reasonable control, but shall not be limited to, industrial action, transport delays, fire, strikes, war, shortage of supplies, lockouts, criminal acts, government action, extreme weather conditions, accidents, or breakdown.

3.2 CCS only takes responsibility for the client's confidential information when received at CCS premises.

3.3 Responsibility for the client's confidential information is passed back to the client after invoice issue date for work, or notification that nothing further can be done for the item export / file transfer.

3.4 CCS will, as default, return the confidential information via Royal Mail, unless otherwise instructed and paid for by the Client. Client is responsible to specify alternatives if more secure delivery is required.

3.5 The client shall check and backup the exported data, confidential information, scanned or redacted documents to another device immediately on arrival and notify of problems within 7 days of invoice date. When storage media (eg. Hard Drives, Disks, DVD, CD, Download Links, or other items) are supplied, no warranty for data loss on the storage media is covered.

## No Export - No Fee & Data Export

4.1 "No Export - No Fee" shall mean that CCS concludes that no files are exportable, and therefore the client will incur no other costs except for those stated in 5.2.

4.2 "Export" will mean that CCS concludes files can be exported and the client is liable for the export costs.

4.3 Although every effort will be made to export the data in a complete form, no warranty shall be given to the correctness of such exported data.

4.4 "Data Export" means export of data as it exists on the storage device, and will usually allow the files to be opened by original applications. However "Data Export" does not include "Data Repair" of corrupt files as a result of faults on the storage device or faults during the original creation/saving of data.

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#### Payment

- 5.1 CCS agrees to return the clients confidential information and exported data or scanned data only after due payments are settled.
- 5.2 The client shall undertake the full responsibility for arranging and paying for packaging, carriage, duty, taxes and insurance of the client's confidential information to CCS and back to the client, unless otherwise agreed in writing.
- 5.3 CCS will not be liable for any loss of profits or business related to the client, directly or indirectly.
- 5.4 The client shall ensure immediate payment since the data copy (held in case of problems) may be deleted 7 days from invoice date.

#### Confidentiality

- 6.1 CCS agrees to return the clients confidential information and exported data only after due payments are settled.
- 6.2 CCS agrees to make no permanent copies of, or retain any, confidential information supplied by the client outside of any contract term. Copies/Downloads kept in case of delivery problems will be destroyed 7 days from invoice date.
- 6.3 Subject to provisions of 6.2, confidential information will be kept confidential and shall not be disclosed by CCS in any manner whatsoever, in whole or in part. This confidential information shall not be used by CCS for any other purpose than data export and recovery. CCS agrees to transmit the confidential information only to those officers, employees, agents and representatives of the client for the purpose of any contract, and agree not to disclose the confidential information to any other party.
- 6.4 The provisions of 6.3 shall not apply to any confidential information that CCS cannot confirm:
  - 6.4.1 At any time was in the public domain or which afterwards became part of the public domain through no violation of any contract between CCS and the client.
  - 6.4.2 At any time was lawfully acquired by CCS from others who had full rights to disclose it to CCS.
- 6.5 The confidentiality statement obligations shall be deemed to relate to the employees, contractors and ex-employees of CCS.
- 6.6 If CCS is legally compelled to disclose any part of the confidential information, CCS may disclose such information without any liability hereunder.

#### Provisions

- 7.1 If any term of this statement is held by any court of competent jurisdiction to be invalid or unenforceable then this statement including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.