

TERMS AND CONDITIONS OF BUSINESS

1 Definitions

- 1.1 "This Agreement" means the following terms and conditions together with any agreed particulars in the communication (email or letter) addressed to the Customer.
- 1.2 The "Customer" means the solicitor, loss adjuster, insurer, government department or other person or persons instructing the Expert.
- 1.3 The "Expert" means the person providing the services on behalf of Disklabs Ltd.
- 1.4 The "Services" means the services as described in the communication (email or letter) addressed to the Customer.
- 1.5 "Loss" means in relation to the Customer, any loss (whether loss of profit or otherwise) damages, costs or other compensation and any legal or other expenses which is or are awarded against or incurred by or paid or agreed to be paid in settlement of any claim by the Customer.
- 1.6 "Liability" means any liability arising by reason of any representation (unless fraudulent) or any breach of any implied term or any duty at common law or under any statute or under any express term of this Agreement.

2 The Contract

- 2.1 This Agreement constitutes the entire agreement for the supply of the Services between the Customer named in the communication (email or letter) and Disklabs Ltd to the exclusion of any other terms and conditions whatsoever except only as may be expressly agreed in writing and signed by the Customer and by Disklabs Ltd.
- 2.2 Disklabs Ltd shall provide and sell services and the Customer shall purchase the Services in accordance with these terms and conditions.
- 2.3 In the case of the Customer being a partnership or unincorporated firm, all the partners or proprietors thereof shall be jointly and severally liable in respect of the performance and observance by the Customer of the obligations of the Customer hereunder.
- 2.4 Any waiver by Disklabs Ltd of any breach of this Agreement by the Customer shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 2.5 If any part of the Terms and Conditions of this Agreement is held by any competent authority to be invalid or unenforceable, the same shall be severed from this Agreement and the remainder thereof shall continue in full force and effect.

3 Information

- 3.1 The Customer undertakes as a Condition of this Agreement to disclose all necessary and relevant information and materials to the Expert concerning the Services.
- 3.2 The Customer acknowledges that the Expert relies upon such information being complete and accurate in all material aspects, and that the rights of any third party are not infringed in connection with any such information or materials and the Customer hereby indemnifies Disklabs Ltd against any such infringement.
- 3.3 The rights of ownership in respect of all photographic negatives, video recordings, models and other original work created by the Expert shall remain vested in the Expert unless otherwise agreed in writing by Disklabs Ltd.
- 3.4 The Customer undertakes to give immediate written notification of every hearing, meeting, or other appointment at which the Expert's attendance will or may be required.

4 Liability

- 4.1 The Customer agrees not to rely on, or raise any claim for breach of, any representation or variation of these terms and conditions which are not agreed as aforesaid by Disklabs Ltd and without prejudice thereto Disklabs Ltd shall not be liable for any representation (unless fraudulent) or for any variation of these terms and conditions that may be made by the Expert or any employee or contractor of Disklabs Ltd except only as may be expressly agreed in writing by Disklabs Ltd.
- 4.2 Disklabs Ltd shall not have any obligations under or be liable for any instructions save only the instructions identified in the retainer letter addressed to the Customer.
- 4.3 Disklabs Ltd shall have no Liability to the Customer, other than liability imposed by law, for any indirect special or consequential loss of the Customer arising out of or in connection with the provision of the Services (except in respect of death or personal injury resulting from negligence) and the total liability of Disklabs Ltd for any Loss of the Customer shall not exceed the charges payable by the Customer for the Services.
- 4.4 Disklabs Ltd shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Services if the delay or failure was due to any cause beyond the reasonable control of Disklabs Ltd.
- 4.5 Disklabs Ltd shall be entitled to terminate this Agreement and all liability on the part of Disklabs Ltd in respect of the obligations under this Agreement shall cease and determine absolutely in the event of the Customer being in breach of any obligations on the part of the Customer and the Customer failing to remedy any such breach within 21 days of any notice of such breach being given by Disklabs Ltd or forthwith in the event of any such breach being incapable of remedy.

5 Payment

- 5.1 Except as may be expressly stated in the communication (email or letter) addressed to the Customer, shall make payment for the Services within 30 days from the date of any invoice therefore.
- 5.2 Without prejudice to 5.1 above, the Customer shall be responsible to Disklabs Ltd for payment, irrespective of any liability or arrangement for payment of any monies to the Customer by any third party, the Legal Aid Authority or the Court or without limitation any other person and payment to Disklabs Ltd for the Services shall not depend upon any such other payment to the Customer.
- 5.3 It is expressly agreed and declared that payment for the Services shall not be reduced by or depend upon the result of any taxation in which the Customer may be involved.
- 5.4 The Customer shall pay, if demanded by Disklabs Ltd, interest on any fees, costs, charges and expenses outstanding on the expiry of the said period of 30 days at the rate of 3% thereon per calendar month calculated from the date of the invoice to the date of receipt thereof by Disklabs Ltd on a daily basis.

6 Notification

- 6.1 Any notice required or permitted to be given by either party to the other under this Agreement shall not be valid unless made in writing and sent by first class, pre paid post or by facsimile transmission and acknowledged by the other party, and in the case of posting shall not be effective until 48 hours after the time of posting or in the case of facsimile transmission shall not be effective until acknowledged by the other party.

7 Signatures

<u>Signed on behalf of Disklabs Ltd</u>	<u>Print</u>	<u>Position</u>	<u>Date</u>
<u>Signed on behalf of Customer</u>	<u>Print</u>	<u>Position</u>	<u>Date</u>