

1 Limitation of Liability

In the event of the client sustaining any loss due on the whole or in part to MISL's equipment failure, program or operator error then MISL's liability shall be limited to the cost of reprocessing the client's data and providing acceptable results. Save as aforesaid MISL shall not be liable for any delay, loss or damage however arising of this agreement nor for any consequential losses the client may suffer.

2 Accuracy of Results

- It is the client's responsibility that all parts of any project must be signed off as correct before commencement.
- When the specifications do not include verifying or checking and balancing to audited control figures the client agrees to accept the unverified results as complete and satisfactory.
- 30 Days following job completion and invoice, documentation held by MISL and transferred to Roll Film or CD shall be destroyed upon authorisation from the customer. If held for a period of more than 30 days, then storage charges shall arise at rates stated in 6 below.

3 Error or Omission in Specification

The client is responsible for confirming that MISL's job specification is a correct understanding. The client is responsible for signing the job specification to authorise the job. Failure to do so will delay the work. All delays and costs resulting from a failure or delay for this proper authorisation to be provided will be the responsibility of the client.

All modifications to the job where specification has already been agreed will need to be authorised in writing by the client. Failure to do so will be the responsibility of the client. Any and all costs resulting from such a delay will be the responsibility of the client.

Where programming, or program modification, is undertaken by MISL for a client based on the client's specification, no responsibility will be taken for any errors or omissions in that specification. Any additional work resulting from such errors or omissions will be chargeable, over and above the quoted figure, at MISL's current rates.

4 Transport of Data

At the request of the client, MISL may collect and deliver the client's media and/or documents from the client's premises for which service MISL may charge. During such collection or delivery to or from the client, all the client's materials shall be at the client's risk. MISL shall not be liable for any delay, loss or damage arising there from nor from any consequential losses incurred by the client.

5 Invoicing and settlement

Payment is to be made within thirty (30) days from the date of the invoice. MISL reserve the right to charge interest at the rate of eight percent above the Bank of England base rate per month on any invoice outstanding beyond thirty (30) days where that invoice is not the subject of a valid query, such query to have been notified within 7 days of invoice date. Whilst any invoice remains outstanding the data/deliverable product remains the property of MISL.

6 Storage

Duplicate CD/DVD media, Microfiche/Microfilms and/or scanned documents will be held in our secure storage area, at the customer's request. This service is provided as a contingency back-up solution for customers benefit and is charged at a rate of £0.30 per unit, or per thousand pages, stored, per month, payable in 12 monthly arrears. Customer recall of any stored media will result in incurred charges to cover the remainder of the month

during which the information is recalled, plus a fixed sum of £250 to cover labour costs incurred in removing and delivering the media/documents in question.

7 Digital Data Storage

Digital Data Storage is charged at 0.001p per image. Data is stored for 3 months in total, the first month of storage is free of charge. If customers wish to have their data stored beyond the 3-month period they must contact either our accounts department or sales representative to provide a quote for future storage.

8 Termination

Either party may terminate this agreement at any time for failure of the other to comply with any of its terms. If this agreement, or any supplement to the agreement, is terminated by MISL as a result of MISL ceasing to trade, MISL shall make available to the client, free of charge, all programs, documentation and files necessary for that client to obtain continued service from another supplier.

9 Data Protection

Where MISL processes personal data on behalf of the client, who in turn is the Controller of such data, MISL is acting in the capacity of a Processor ("Controller" and "Processor" shall have the meaning given to those terms in Article 4 of regulation (EU) 2016/679 (the General Data Protection Regulation).

10 General

This agreement shall be governed by the laws of England and constitute, with its supplements, the entire agreement between client and MISL with the respect to the services enumerated herein and its terms and conditions of any order submitted by the client in respect of such service.

The above information can also be found on the MISL website.

troller is liable to indemnify the Processor.