

Date.....

TERMS & CONDITIONS

Midcoast Document Services ("MDS") hereby agrees to accept for storage and to service at its location such archive material (the Stored Material) as

.....(Client) requests, subject to these terms and conditions and those contained in the written proposal (if any) ("the Proposal") and the Rate List supplied by MDS to the Client.

1. STORED MATERIAL

MDS shall store and service the Stored Material identified in the Proposal from time to time ("the Services") at the sole risk of the Client. Details as to the Stored Materials may only be varied by agreement. Such varied details shall, unless otherwise indicated in writing, be deemed to be held under these terms and conditions.

2. ACCEPTANCE

Delivery of the material for storage and/or other services provided by MDS constitutes acceptance by the Client of these terms and conditions.

3. RATES

The Client shall pay MDS for the Services according to the MDS Rate List. Monthly storage rates shall be due in advance. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Rate List. Service fees and additional Charges, if any, shall be paid simultaneously with the monthly rates. Fees will be deemed overdue fourteen (14) days after the date and a late charge of twenty dollars (\$20.00) will be assessed each fourteen days the fee remains overdue. A service charge of thirty-five dollars (\$35.00) will be charged on all returned cheques. The Rate List and any quotation given form part of this agreement. Rates may be reviewed or changed upon 30 days notice or as per agreement with the Client.

4. ACCESS TO STORED MATERIALS

4.1 The Stored Materials shall be delivered only to the Client's Authorised Representative. The Authorised Representative has full authority to order any service for or removal of the Stored Material, and to deliver and receive the Stored Material without the need for further enquiry to MDS. Such order may be given in person, by telephone, in writing or directly through computer access.

4.2 When Stored Materials are ordered for delivery or pick-up, a reasonable time shall be given to MDS to carry out the instructions (being any such time as is specified in the Proposal), and if it is unable to do so (or to provide any other agreed service because of reasons beyond MDS's control, it shall not be liable for failure to carry out such instructions or services.

4.3 MDS reserves the right to deny access to or delivery of the Stored Materials until the Client rectifies any default under these terms and conditions. (In particular - nonpayment of fees.)

5. LIMITATION OF LIABILITY

5.1 MDS will not be liable for any loss or damage of any kind to Stored Material whilst the Stored Material is in the possession or control of MDS (including any loss due to the negligence of MDS). MDS will have no liability for indirect or consequential loss or damage whatsoever.

The Client agrees to insure and keep insured all Stored Material with a reputable insurer and for its full replacement value.

The rates and charges payable by the Client to MDS under this Agreement do not include any GST. If any GST is collectable from MDS in respect of supplies under this Agreement, the Client must pay or reimburse MDS in addition to the rates and charges and at the same time as the rates and charges are required to be paid.

6. MDS IS NOT A COMMON CARRIER

Whilst some part of the Services may include the carriage of goods MDS does not hold itself out to be and is not a common carrier and accepts no liability as such.

7. TERM

The term of the agreement is Months ("the Fixed Term"). However, the agreement may be determined during the Fixed Term at the end of each consecutive period ofmonths ("the Break Periods") by giving MDS at least 60 days written notice before the end of any Break Period. If notice of termination is given less than 60 days before a Break Period, the agreement shall cease at the end of the succeeding Break Period. If no notice is given the agreement continues uninterrupted.

8. DEFAULT

8.1 The occurrence of any one or more of the following events shall constitute a default ("Events of Default"):

- a. Failure to pay any sum within fifteen (15) days of when due, or
b. Breach of any provisions of these terms and conditions.

8.2 Upon the occurrence of any of the Events of Default, MDS, at its sole option, may exercise any or all of the following remedies:

- a. Demand in writing that the Client pick up the Stored Material; or
b. Deliver the Stored Material to the Delivery address, or if none specified, to the Client address.
c. Following thirty (30) days advance notice to the Client MDS may destroy the Stored Material. (In this regard, the Client recognizes that since the Stored Material has little or no market value, the sale of the materials would be impossible, and destruction is the only way for MDS to mitigate its damage.)
d. Terminate these terms and conditions, whereupon MDS shall recover all damages suffered by reason of such termination.

ACCEPTANCE:

Client:.....

Address:.....

Tel:.....

Fax:.....

CLIENT:

Signed:.....

Name:.....

Title:.....

- e. Exercise a lien over the Stored Materials.
8.3 If these terms and conditions shall not have been terminated, client shall continue to pay all sums due up to and including the date of delivery of the Stored Material and provided in (b) above.
8.4 In the event that MDS takes any action pursuant to this Section, it shall have no liability to the client or anyone claiming through the Client.
8.5 MDS shall be entitled to include all reasonable legal fees and costs incurred in connection with the enforcement of this Agreement.

9. ASSIGNMENT

The rights of the client are not assignable by the Client nor will the client allow others to exercise its storage rights without the written consent of MDS>

10. DESTRUCTION OF RECORDS

Upon written instructions from the Client or the Client's Authorised Representative, MDS may destroy the Stored Material. The client releases MDS from all liability by reason of the destruction of the Stored Material pursuant to such authority.

11. WARRANTIES

The Client warrants that:

- a. It is the owner or legal custodian of the Stored Material and has full authority to store the Stored Material in accordance with these terms and conditions.
b. It has made its own enquiries as to the suitability and fitness of the Services for its purposes and has not relied upon any representations by MDS.

12. INDEMNIFICATION

The Client hereby indemnifies and agrees to keep indemnified MDS, its officers, employees and agents against all actions, proceedings, liabilities, claims, losses, damages, costs and expenses incurred by MDS in relation to or arising out of the transportation, handling, storage or services of the Stored Material by MDS, its officers, employees or agents.

13. RULES

13.1 The client agrees to comply with these terms and conditions and those contained in the Proposal (if any) and the Rate List.

13.2 The Client shall not, at any time store with MDS any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in a closed area. MDS reserves the right to open and inspect any materials tendered from storage and refuse acceptance of any record stored which fail to comply with MDS's storage restriction and guidelines.

14. CONFIDENTIALITY

MDS shall hold confidential all information obtained by it with respect to the Client's records. MDS shall exercise a reasonable degree of care in safeguarding material entrusted to it by the Client.

15. MISCELLANEOUS

No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of these terms and conditions is intended to be severable. If any term or provision is illegal, invalid, or unenforceable there shall be added automatically as a part of these terms and conditions a provision as similar in terms as necessary to render such provision legal, valid and enforceable.

16. NOTICES

All notices under these terms and conditions shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein or as otherwise noted in writing in accordance with this provision. Notices shall be deemed to have been received as of the date of posting if mailed in accordance with these terms and conditions. Nothing in these terms and conditions shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties herein.

17. TRADE PRACTICES ACT

The Client acknowledges that:

- (a) it does not rely upon any warranty, statement or representation made or given by or on behalf of MDS.
(b) It is fully aware of the contents of these terms and conditions and the documents referred to therein:
(c) To the fullest extent possible it waives any cause of actions or rights it may have under or in respect of Part V of the Trade Practices Act 1974 or Part 5 of the Fair Trading Act 1987. To the extent that any liability of MDS under Part V of the Trade Practices Act 1974 or Part 5 of the Fair Trading Act 1987 cannot be excluded, MDS's liability is limited to either:
(i) the supply of services by MDS under these terms and conditions again; or
(ii) the payment of the cost of having similar services as supplied by MDS under these terms and conditions supplied again.

18. UNFORESEEN CIRCUMSTANCES

MDS will not be responsible for any failure to comply with the terms of this agreement or any loss or damage to the Stored Material where such failure, loss or damage is unforeseen and due to causes beyond its reasonable control. These causes include, but are not limited to, fire, storm, flood, earthquake, explosion, accident, interruption to services, industrial disputes, war, rebellion, insurrection and acts of God.

19. EXIT / TERMINATION FEES

An exit fee will be charged per carton, plus an administration charge per carton for the termination of stored cartons. This does not apply to cartons directed by the customer for destruction. A destruction fee per carton will be charged, plus an administration charge per carton.

20. PAYMENT

Full payment of invoices is due on the due date.

KNEEWARD PTY LIMITED
ABN 21 094 933 070
TRADING AS MIDCOAST DOCUMENT SERVICES

Signed:.....

Name:.....

Title:.....