



The Documents Undertakers Pty Ltd

A.B.N: 24 623 416 708
55C Kooyong Road North Caulfield 3162 Victoria Australia
P.O BOX 2129 Caulfield Junction Victoria 3161 Australia
T: 03 9558 28 56
E: service@1stindoc.com.au

Terms and Conditions of Engagement

- (1) In this Agreement, The Document Undertakers Pty Ltd (ACN 123750809) (trading under the business name “1st IN DOC”), shall be known as “the Company”.
- (2) In this Agreement, the party engaging the Company (“the engagement”) and completing any Application or Engagement form (“the form”) with the Company shall be known as “the client”.
- (3) The Company shall have the right to accept or refuse any engagement after undertaking its own appraisal of the assignment provided by the client.
- (4) By signing at the bottom of this form where indicated, the client acknowledges that he, she or it has read and agrees to bound by these terms and conditions of engagement (“the said terms and conditions”), and the client further acknowledges that the said terms and conditions will be incorporated and be part of this form and any other document or form relating to the engagement.
- (5) All documents which shall be required for scanning shall be packed into boxes for collection by the Company in accordance with the Company’s direction, failing which the Company shall be entitled to charge additional fees as a result of incorrect packaging.
- (6)
 - (i) Each of the storage boxes containing the data or documents for scanning shall be labelled and numbered in accordance with the directions given by the Company, and in addition thereto, the client shall fill out a “Records Collection List”, with the corresponding number of each box of documents, in the form annexed hereto.
 - (ii) The Records Collection List shall be completed in every detail by the client so that it comprises a full inventory of the data or documents received by the Company, sufficient to identify the title and contents.



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- (7) The Records Collection List shall be emailed to the Company prior to delivery of any data or documents, with the client ensuring that it retains a copy thereof. Following receipt of the said email, the Company will contact the client and advise as to the date and time for collection of the data or documents from the client.
- (8) At the time of collection of the data or documents from the client to be handed to the Company for scanning, the client shall be required to sign a collection authority form which will, inter alia, authorises the Company to proceed with the scanning.
- (9)
 - (i) In the event that any scanning is to be undertaken at the premises of the client, which will be undertaken by the Company at its sole discretion, the client undertakes that it will provide all services required to complete the process, including the providing of power, suitable work area, and any other requirements of the Company.
 - (ii) An estimate as to the time required to undertake the scanning by the Company shall be provided to the client, which shall be entitled to be extended by the Company at its absolute discretion, if required, due to circumstances beyond its control.
 - (iii) If the time for undertaking the scanning shall be required to be extended as aforesaid, the client shall not be entitled to claim compensation or any form of damages against the Company whatsoever.
- (10)
 - (i) The Company, in consideration of the undertaking of the engagement, will provide a back up policy and terms to secure documents such as web site, disks, fire proof safe and any other requirements which it deems appropriate to ensure that once copying has being completed, there is no destruction of any material or equipment or disks or any other data or documents of the client.
 - (ii) In addition to the above, the client shall be entitled to request the Company to provide an additional back-up storage facility via the Company's own web site, through a national data



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centre, subject to the client agreeing to pay the additional charges in relation to the provision of such facility.

- (11) The Company shall have the right to set its own fees and charges with respect to the collection of the data or documents from the client and the undertaking of the scanning, as well as returning the documents to the client, details of which shall be provided to the client prior to the commencement of the engagement.
- (12) The Company shall advise details of its charges prior to the commencement of the engagement with the client, which prices can be changed upon giving not less than fourteen (14) days written notice thereof.
- (13) The Company shall at its absolute discretion be entitled to nominate any additional package options and charges, which shall be provided by way of an attachment or schedule to the said terms and conditions.
- (14) The terms of payment for the engagement will be a down payment of 50% of the total contract price prior to commencement of the scanning with the balance payable upon completion and return of the data and documents to the client.
- (15) The Company shall provide to the client, prior to the commencement of the engagement, an estimate as to the likely time for undertaking of the engagement, which shall be entitled to be varied or extended by the Company at its absolute discretion, if matters arise beyond its control, and the client shall not be entitled to seek any form of compensation or redress arising out of such delay.
- (16) Nothing herein contained shall prevent the Company from varying the said terms and conditions at any time during the engagement PROVIDED ALWAYS that not less than one month's written notice shall be given to the client detailing such changes.



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- (17) The Company will at all times undertake the engagement in a business and professional manner for the purpose of completing same at the earliest opportunity, and in accordance with the client's requirements.
- (18) In the event that at any time during the term of the engagement, the client seeks to terminate same, nothing shall preclude the Company from seeking its full entitlement to payment of its fee, and shall be entitled to retain any data or documents provided to it from the client by way of lien until such time as full payment has being made.
- (19) Any agreement signed by the client and the said terms and conditions contain the entire understanding between the Company and the client, and supersedes all prior communications between the parties.
- (20) The client acknowledges that, except as expressly stated in the said terms and conditions, the client has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the Company in relation to the engagement.
- (21) The said terms and conditions shall not be varied or amended except in writing signed by the parties.
- (22) The said terms and conditions bind and benefit the client and his, her or its respective successors and permitted assigns.
- (23) On all overdue accounts, the Company shall be entitled to demand payment at an interest rate of 12% on the amount thereof from time to time, together with an account keeping fee of \$10.00 per calendar month.
- (24) All fees rendered by the Company to the client shall be subject to GST, and the Company shall provide a Tax Invoice to the client in relation thereto.



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(25) The Company undertakes to the client that it will keep the details of the data or documents provided to it in strict confidence, and will not copy, use or disclose the information therein to any person, without first obtaining the written consent of the client.

(26) The Company acknowledges that it will use its best endeavours to ensure the safety and preservation in the same form of any data or documents provided to it, and used during the scanning, but subject thereto, the client releases the Company from all liability in relation to any loss or damage to the documents howsoever and wheresoever occurring.

Attachments:
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1st in doc
Director Full Name Printed
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Signature
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Date
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Company/Customer
Director Full Name Printed
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Signature
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Date
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