

Data Conversion & Duplication Service Request Form

Company Name	
Contact Name	
Telephone No.	
Email Address	
Address	

ABN 71 580 970 943
 The Australian Data
 Management Centre
 14 Brodie Hall Drive
 Technology Park
 Bentley 6102
 Western Australia
 Australia
 Tel +61 8 9470 6844
 Fax +61 8 9470 6855

Have you already received a quote from SpectrumData for this work? Yes No

Please tell us about your data conversion or duplication requirements:

	Media/Project 1	Media/Project 2	Media/Project 3
Type of Input Media For Example:	9 or 21 Reel Track Tape, 4mm & 8mm DAT, Exabyte & Mammoth, 3480/3490, 3590/3590E/3590H or 3592 Jaguar, 9840/9840B/9840C or 9490EE, DLT 2000/DLT4000/ DLT7000/DLT8000 , DLT VS80 & DLTVS160, Super DLT 220/SDLT320/SDLT600, Sony AIT1/AIT2/SIT3/SIT4 & SAIT, floppy, magneto optical, CD & DVD, QIC Tape SLR1-7 & QIC DDS1-5, QIC TR1-6, LTO 3580, LTO1/LTO2/LTO3, Hard disk drive, Other –Please Specify		
Required Output Media			
Input Data Format?			
Required Output Format?			
Input Data Density?			
Output Density Required?			
Is the Data compressed?			
Operating System Written Under?			
Brand of Media used if known?			
Do you want to migrate only certain data files/folders/directories to the new media? If yes, which ones?			
Are duplicate copies required? If yes, how many?			
What is the approximate volume of data? (eg. 20GB, 1TB etc)			
Is this a bit to bit copy or does the data format need conversion? <input type="checkbox"/> Conversion <input type="checkbox"/> Bit to Bit			
Do you require one to one copy or can multiple inputs be copied onto a single output?			
How urgent is the data required? <input type="checkbox"/> Immediately - ASAP <input type="checkbox"/> 24-48 hours <input type="checkbox"/> Within a week <input type="checkbox"/> Within a month <input type="checkbox"/> Not urgent <input type="checkbox"/> Date _____			

By completing and signing this form I accept and agree to the SpectrumData Terms & Conditions detailed overleaf. Signature: _____ Date: _____



Please forward this form to SpectrumData by fax on +61 8 9470 6855 or by post to PO Box 1152, Bentley DC WA 6983, Australia. Alternatively, please telephone us direct on +61 8 94706844 and we can start discussing your data management requirements today.

SPECTRUMDATA* TERMS AND CONDITIONS

1. DEFINED TERMS

In these Conditions:

Business Day means a day other than a Saturday, a Sunday or a public holiday in Perth, Western Australia.

Client means the individual, company or other legal entity requesting the Services, as specified in the Service Request.

Conditions means these terms and conditions.

Contract means the contract formed by SpectrumData's acceptance of the Service Request, the terms of which are set out in these Conditions and the Service Request.

Data means the information stored on the Storage Medium.

Deposit means the amount (if any) specified as such in the Service Quotation.

Price means the price for the Services stated in the Service Quotation.

Relevant Proportion means the amount determined by SpectrumData to represent the proportion of the Services completed up to and including the date of termination or cancellation (as the case may be).

Service Quotation means the quotation given by SpectrumData for the cost of the Services.

Service Request means the written order signed by or on behalf of the Client and accepted by SpectrumData for the provision of the Services.

Services means the services specified in the Service Request.

Storage Medium means the computer equipment, hardware, hard disk, tape or other data storage media provided by the Client as described in the Service Request.

2. INTERPRETATION

2.1 The Service Request is to be read with these Conditions and forms part of the Contract.

2.2 If there is any inconsistency between the Service Request and these Conditions, then the Service Request will prevail to the extent of the inconsistency.

3. REQUEST FOR SERVICES

3.1 The Client may request SpectrumData to provide the Services by completing and signing a service request in SpectrumData's standard form. If the request is accepted by SpectrumData, SpectrumData agrees to provide the Services to the Client on the following Conditions.

3.2 The Client may cancel the Service Request by giving notice of cancellation to SpectrumData, and if it does so, must pay SpectrumData the Relevant Proportion of the Price when the Client collects the Storage Medium from SpectrumData or takes delivery of it or within 5 Business Days of the date of SpectrumData's invoice, whichever occurs first. The Client must indemnify SpectrumData against all loss (including loss of profit), costs (including the cost of labour, collection, delivery and storage costs), damages, charges and expenses incurred by SpectrumData as a result of cancellation.

3.3 Any completion times specified in the Service Request or otherwise given by SpectrumData for performance of the Services are estimates only. SpectrumData will not be liable to the Client for any loss or damage sustained by the Client as a result of SpectrumData's delay in meeting those completion times for any reason whatsoever. The Client will not be entitled to terminate the Contract because of any delay in completion.

4. PRICE

4.1 Unless otherwise stated in the Service Quotation, the Price does not include any applicable taxes, duties or tariffs, or freight, handling or insurance charges all of which the Client must pay to SpectrumData in addition to and at the same time as the Price.

4.2 SpectrumData reserves the right to increase the Price at any time to reflect any significant increase in the cost to SpectrumData of supplying the Services (such as any significant increase in government charges or in the cost of labour or materials).

5. PAYMENT

5.1 The Client must pay the Deposit (if any) to SpectrumData on delivery of the Storage Medium to SpectrumData's premises.

5.2 Subject to clauses 3.2 and 5.3, the Client must pay the Price less the Deposit (if applicable) to SpectrumData in full when the Client collects the Storage Medium from SpectrumData or takes delivery of it or within 5 Business Days of the date of SpectrumData's invoice, whichever occurs first.

5.3 If SpectrumData terminates the Contract under clause 10, the Client must pay SpectrumData the Relevant Proportion of the Price when the Client collects the Storage Medium from SpectrumData or takes delivery of it or within 5 Business Days of the date of SpectrumData's invoice, whichever occurs first.

5.4 If any money owed by the Client to SpectrumData is overdue by more than 7 days from date of invoice, SpectrumData may retain the Storage Medium or withhold delivery or performance until arrangements as to payment or credit have been established which are satisfactory to SpectrumData.

6. DELIVERY OF STORAGE MEDIUM

6.1 The Client is responsible for delivering the Storage Medium to SpectrumData's premises.

6.2 The Client must pay all charges in connection with delivery, collection, transportation, special packaging and insurance of the Storage Medium and Data (including whilst in transit).

7. COLLECTION OF STORAGE MEDIUM

7.1 The Client must collect or arrange collection of the Storage Medium and Data from SpectrumData's premises within 5 Business Days of being informed that they are ready for collection. If the Client fails to do so, SpectrumData may charge, and if so the Client must pay, an additional reasonable sum for continued storage, including storage and insurance costs.

8. RISK OF LOSS OR DAMAGE

8.1 The risk of loss or damage to the Storage Medium and Data, including whilst in SpectrumData's possession, remains with the Client at all times.

9. WARRANTIES AND LIABILITIES

9.1 To the maximum extent permitted by law, all terms and warranties implied by any law or otherwise in relation to the Services or the Contract are expressly excluded.

9.2 SpectrumData is not liable in any way for any loss or damage, including direct, indirect or consequential loss or damage or loss of profit, arising out of or in connection with the Services or the Client's use of the Storage Medium or the Data, including any liability or loss suffered by third parties. The Client must indemnify SpectrumData against any and all actions, claims, proceedings, costs, losses, expenses and damages incurred or awarded in respect of or arising directly or indirectly out of the Services or the Client's use of the Storage Medium or the Data.

9.3 To the extent that any law implies any term or warranty which cannot be excluded, SpectrumData's liability for breach of that term or warranty is limited, at SpectrumData's option to:

- (a) in the case of goods, the replacement of the goods or the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (b) in the case of services, the provision of the services again or payment of the cost of providing the services again.

9.4 The Client must indemnify SpectrumData against any and all loss, damage, costs (including legal costs on a full indemnity basis) and expenses incurred by SpectrumData arising out of a breach by the Client of any of its obligations under the Contract.

10. DEFAULT AND TERMINATION

10.1 If in SpectrumData's opinion:

- (a) the Data cannot be restored or can only be restored in part; or
 - (b) the Storage Medium cannot be repaired; or
 - (c) it is otherwise not practicable or expedient to complete the Services,
- SpectrumData may terminate the Contract before the Services are completed on giving notice of termination to the Client.

10.2 SpectrumData may terminate the Contract immediately on giving notice of termination to the Client if a statement made by the Client in the Service Request is or becomes untrue, or if the Client:

- (a) fails to make any payment when due under the Contract and fails to remedy that breach within 3 Business Days after receiving notice from SpectrumData requiring it to do so;
- (b) fails to remedy any other breach of its obligations under the Contract within 7 Business Days after receiving notice from SpectrumData requiring it to do so; or
- (c) threatens or resolves to become or is in jeopardy of becoming bankrupt or subject to any form of insolvent administration.

10.3 If SpectrumData terminates the Contract following the Client's default, SpectrumData may take whatever steps may be available to SpectrumData in respect of any loss or damage suffered by reason of the Client's default, including selling the Storage Medium and retaining the proceeds.

10.4 Without limiting SpectrumData's other rights and remedies under the Contract, if the Client defaults in its obligation to pay any part of the Price, then the unpaid balance of the Price becomes a debt immediately due and payable to SpectrumData.

10.5 Any legal costs or other expenses incurred by SpectrumData in consequence of this Contract and any other expenses incurred in respect of collection costs, dishonoured cheque (s) fees, legal costs, whether charged on scale or on any other basis incurred, shall be paid by the Client on demand.

11. GENERAL

11.1 **Waiver:** A waiver is not effective unless it is in writing.

11.2 **Subcontractors:** SpectrumData may use subcontractors to perform some or all of the Services.

11.3 **Governing Law:** The Contract is governed by, and is to be interpreted in accordance with the laws in force in Western Australia and the parties submit exclusively to the jurisdiction of the courts in that State.

11.4 **Severance:** If a court decides that a provision of the Contract is void then that provision will be severed without affecting the remainder of the Contract.

11.5 **Variations:** An amendment or variation to the Contract is not effective unless it is in writing and signed by the parties.

11.6 **Notices:** Notices under the Contract must be in writing and in English addressed to the addressee at the address of that party stated in the Service Request or as subsequently notified by that party. Notices may be delivered by hand, by mail, by email or by facsimile transmission.

11.7 **No Set-off:** The Client may not withhold any payment due under the Contract (including payment of the Price) or set-off all or any part of a payment against any amount claimed by the Client from SpectrumData, for any reason.

12. GST

12.1 In this clause 12 the expressions "**GST**" and "**supply**" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.

12.2 Unless otherwise stated, the Price and any other amount payable for any supply under the Contract are specified exclusive of GST.

12.3 If GST is imposed on any supply made under the Contract, the Client must pay to SpectrumData an amount equal to the GST payable on that supply in addition to and at the same time as payment for that supply is required to be made under the Contract.