

# Court Copying

## ORDER FORM



**Firm:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Reference/Matter No:** \_\_\_\_\_

**Date/Time Required:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Time Of Call:** \_\_\_\_\_

By placing this order, you accept that your firm is directly and solely responsible for our fees for providing this service to you.  
You understand that payment to us is not contingent on whether or not your firm receives payment from your client for disbursements or otherwise.

### Jurisdiction (PLEASE TICK)

Supreme Court [Attach Signed Copy Of Application To Uplift Documents]

Federal Court [Attach Signed Letter Of Authority]

District Court [Attached Justice Link Exhibits Summary/List]

Workers Compensation Court

Local Court [Attach Letter Of Authority]

Administrative Appeals Tribunal

Dust Diseases Tribunal

Industrial Relations Commission

Other [Please Specify]: \_\_\_\_\_

### Preparation Instructions

Parties: \_\_\_\_\_

Proceedings/Court File No: \_\_\_\_\_

Acting for:      Plaintiff      Defendant      Applicant      Respondent

Please Provide Copies Of Documents Produced Under Subpoena By:

Date Documents Available: \_\_\_\_\_ Number of Copies: \_\_\_\_\_ Hardcopy / Softcopy [circle one]

Finishing      Comb Bind      Lever Arch Folders

Copy Packet Numbers:

Copy:      All Documents      Tagged Only      Other [See Special Instructions]

### Special Instructions

Once completed, email this form to your local bureau.

# ORDERING TERMS AND CONDITIONS



In this Agreement, unless the contrary intention appears or the context requires otherwise:

**Fees** mean the fees for the Services as advised by Us to You from time to time and includes GST.

**Order** means any phone, email, fax, letter or electronic request sent to Us by You for our Services;

**Records** means any items provided by You to Us for the purposes of Services to You;

**Services** means the services requested by You of Us when You submit an Order, such as the collection, scanning, digitising, copying, and delivery of Your documents and any additional services You may request Us to provide from time to time where We agree to provide such additional services;

**We or Us or Our** means TIMG / LitSupport Pty Ltd ABN 29 084 736 069;

**You or Your** means the customer, person, entity, partnership or any other party who submits an Order for our Services, and includes any of Your employees, contractors, agents or anyone else acting on Your behalf.

## 1. SERVICES

- 1.1. We agree to provide and You agree to accept the Services based on these Terms and Conditions.
- 1.2. We are not responsible in any way for Fees incurred as a result of incorrect or unauthorised information or instructions We may receive from You when You submit an Order.
- 1.3. If an Order submitted by You contains insufficient or unclear information, we reserve the right to not provide the Services to You. We will notify You of this.
- 1.4. If an Order is cancelled and amended by You, You undertake to pay Our Fees for the original Services, together with any Fees for Services to be carried out under an amended Order.

## 2. FEES AND PAYMENT

- 2.1. In consideration of the provision of Services by Us, You must pay the Fees to Us free of set off or deduction within 30 days after the date of each invoice.
- 2.2. We may vary the Fees at any time.
- 2.3. If payment is not received from You by the due date, We may do any one or more of the following, in addition to any other steps We may take:
  - [a] charge You interest on the outstanding amount from the due date, at a rate equivalent to the ANZ Retail Index Rate as at the due date plus 2% per annum and compounded monthly;
  - [b] recover from You any reasonable costs, including legal costs, which We may incur in recovering any outstanding amounts due to Us;
  - [c] suspend all or part of any Services until You have paid to Us all outstanding amounts;
  - [d] keep the Records until You have paid Us all outstanding amounts;
  - [e] where invoices remain unpaid for a period of 12 months, We may, without further notice to You, destroy the Records in our possession.

## 3. VARIATIONS TO TERMS AND CONDITIONS

- 3.1. We have the right to vary these Terms and Conditions at any time and without notice. Any variation will be binding on You from the date on which the varied Terms and Conditions are first posted on Our website.

## 4. SECURITY AGREEMENT AND INTERESTS

- 4.1. We retain a purchase money security interest taken over the Records until such a time as the Fees have been paid to Us.
- 4.2. You agree to, at Your expense, do anything which We ask and considers necessary for the purposes of:
  - [a] ensuring that a security interest is enforceable and perfected or otherwise effective;
  - [b] enabling Us to apply for any registration, or give any notification, in connection with a security interest so that the security interest has the priority required by We; or
  - [c] enabling Us to exercise rights in connection with the security interest.

4.3. We need not give any notice under the PPSA [including a notice of a verification statement] unless the notice is required by the PPSA and cannot be excluded.

## 5. YOUR ACKNOWLEDGEMENTS

- 5.1. You acknowledge and agree that:
  - [a] You will not provide to Us any material of an explosive or flammable nature, sharp objects, heavy metallic objects, or anything that is dangerous;
  - [b] We are not responsible for ensuring that You comply with any statutory or other obligations that You may have regarding the preservation or maintenance of the Records;
  - [c] You must comply with all relevant requirements under all applicable occupational health and safety legislation and with all reasonable directions issued by Us to ensure the health and safety of all persons involved in the performance of the Services;

## 6. TERMINATION

- 6.1. Without limiting their other rights under these Terms and Conditions, either party may terminate these Terms and Conditions with immediate effect by giving written notice to the other party if:
  - [a] an winding up, dissolution or cessation of business, the appointment of an administrator, liquidator or similar event occurs in respect of the other party; or
  - [b] the other party materially breaches these Terms and Conditions and fails to correct the breach within 14 days after notice of that breach from the non-breaching party.

## 7. CONFIDENTIALITY OF RECORDS AND PRIVACY

- 7.1. We will take all reasonable measures to ensure that all confidential information and personal information collected by Us pursuant to the Services, is protected from misuse, unauthorised access, modification or disclosure.
- 7.2. At all times when collecting Personal Information from individuals, we will manage that Personal Information in accordance with the Privacy Act 1988.

## 8. LIABILITY

- 8.1. To the extent permitted by law, any warranties not expressly included in this Agreement are excluded.
- 8.2. Our liability is limited to the payment of the cost of having the Services supplied again.
- 8.3. We will not be liable for and You indemnify Us from all liability in tort, contract, or otherwise in respect of any loss, damage, injury or death arising out of or in connection with the performance, nonperformance, breach or other matter arising out of these Terms and Conditions or the provision of Services, including but not limited to, duties, taxes, levies, charges, liability due to negligence, breach or the wilful act or default of Us, our agents or employees or subcontractors.

## 9. GENERAL

- 9.1. You license Us to reproduce the Records for the purpose of the Services
- 9.2. We are taken to have delivered Records to an address if a person there signs a delivery docket for the Records. We are taken to have collected Records from an address if We give a person there a receipt for the Records.
- 9.3. If any part of these Terms and Conditions are unenforceable, invalid or void then that part of these Terms and Conditions is severed and the rights and obligations of the remaining parts of these Terms and Conditions continue to apply.
- 9.4. These Terms and Conditions are governed by the laws of the state of New South Wales and the Commonwealth of Australia and the parties submit to the non-executive jurisdiction of the courts of those places.
- 9.5. Any claim for missing or damaged Records must be made in writing to Us within 14 days after delivery to You. No other action, arising out of or in connection with these Terms and Conditions (other than any action by Us to recover any amount due to Us) may be brought more than one year after the cause of action arose.