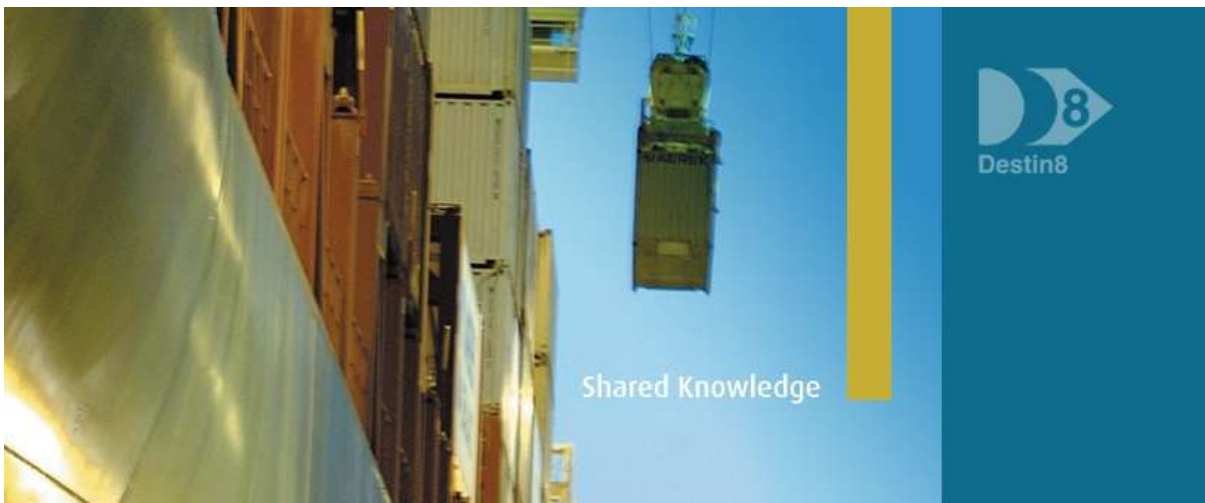


Destin8 Information Pack 2011



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Welcome

Thank you for requesting information on the Destin8 Port Community System. This information pack aims to provide you with outline information needed to apply for a connection to Destin8 and as such it hopefully covers all aspects of a Destin8 connection from communication, charges involved and technical information in sufficient detail.

However, if there is anything that we have not covered, then please do not hesitate to contact us either on the telephone on 01394 600205 or via e-mail to help@destin8.co.uk.

Meanwhile we hope this Information Pack is of use to you and look forward to hearing from you soon.

What is Destin8?

Destin8 is a Port Community System which enables all sections of the Maritime Industry to facilitate the movement of cargo through a Destin8 enabled port. A typical import container would be manifested by the Shipping Line, the Forwarding Agent would nominate the container for clearance and submit the entry to CHIEF, the Port would arrive the vessel and discharge the container, CHIEF would return the routing for the entry and send clearance if and when applicable, the Shipping Line would release the container to the nominated Haulier who would then update the container with Vehicle or PIN details. The Port will then outgate the container assuming the driver has supplied the correct Vehicle/PIN details. Whilst all this is happening Government agencies like Local Customs, Port Health, DEFRA etc may require the container for checks with any holds or releases being notified to the applicable parties. All involved parties can use the Destin8 enquiry functions to view cargo information in real time. This includes checking the Vessel eta/ata, Cargo Landed/Loaded status, Customs Clearance status, Outgated/Ingated status and much more. All Destin8 companies have a 3 letter badge or company code which identifies them on the system and is used to ensure that cargo can only be created, updated and viewed by an authorised badge holder.

How can I access Destin8?

Access to Destin8 is via a standard Web Browser such as Internet Explorer and the preferred connection option is through your own company's ADSL line (static IP). There are other options available ranging from ISDN lines to fixed data circuits and ultimately it will be down to you to decide which method of connection best suits the needs of your business. An explanation of each connection method can be found in the Budgetary Section of this pack.

Where is Destin8 used?

Destin8 is currently available for use at the following ports (which includes any ERTS or ICD's registered for that port) – Aberdeen, Bristol, Chatham, Coatbridge (Glasgow), Felixstowe, Grangemouth, Greenock, Harwich, Hull, Immingham, Ipswich, Liverpool, Sheerness, Teesport, Thamesport, Tilbury (31, 40, 43, 45 berths) and Tyne & Blythe. Each full inventory badge costs £1050.00 subscription per year with a reduced rate for Forwarders and Hauliers at Tilbury which is

£350.00 per year. The subscription costs in the Schedule of Charges relate to your badge code and are on a per port basis. We also provide non-inventory based services such as Destin8 Exporter and ICS for export (NES) and Entry Summary Declarations (ENS) and charges related to these services are also listed within the Destin8 Schedule of Charges.

Destin8 interface options.

Destin8 can further be enhanced with the use of the system's messaging functionality which includes the international message format of EDIFACT and our message format called Visual ISL. This messaging functionality allows inward and outward messages to be sent and received which in turn can be used by your own in-house system. This can negate the need for duplicating work and greatly improve the speed and efficiency of your day to day operations. Please contact us for further information if required.

Finally, if you are a Freight Forwarder you may also require Customs Clearance software to assist with entries. We would recommend you visit the Association of Freight Software Suppliers website at www.afss.org.uk. All the major software houses that link into our system are members of the organisation. Please note however that Destin8 also provides a direct link into the CHIEF system so additional software is not mandatory but may be beneficial depending on entry volumes.

Destin8 Connection Options

Option 1 – Destin8 on the Internet – Includes CHIEF EDI functionality	Capital	Quarterly	Monthly
Destin8 Joining Fee	0.00	-	-
Destin8 Subscription Per Port Community	-	262.50	-
Standard Destin8 TCPIP Connection	156.20	-	-
VPN Destin8 TCPIP Connection (Optional charge – please see attached)	418.00	-	-
TCPIP Communications Charge	0.00	143.20	-
Corporate WAN access (per office)		46.86	
UCN Processing Fees as per current Schedule Of Charges	-	-	Dependent on usage

This is direct internet access to our Destin8 website and is based on your company's ability to establish a reliable and consistent access to the internet via your chosen internet service provider (ISP). You should ensure that you are using an ADSL connection with a minimum speed of 512kbs. You will be required to supply us with a Static IP address of your internet connection for our Firewall configuration. *You will need to select this option if you intend to use customs clearance software or any other automated interface such as EDIFACT messages or ISL.* For further technical information please see the Technical Information section.

Option 2 – Destin8 Browser Access – no CHIEF EDI functionality	Capital	Quarterly	Monthly
Destin8 Joining Fee	0.00	-	-
Destin8 Subscription Per Port Community	-	262.50	-
Standard Destin8 TCPIP Connection	156.20	-	-
Training – if required	250.00	-	-
TCPIP Communications Charge	-	46.86	-
Corporate WAN access (per office)		46.86	
UCN Processing Fees as per current Schedule Of Charges	-	-	Dependent on usage

This method of access has been provided for customers who do not have or require EDI facilities for entry processing. Primarily, it is aimed at low volume users who want to make their electronic declaration to CHIEF via the HCI interface or hauliers for release and/or release amendments of unitised cargo. The only requirement in terms of equipment is an internet enabled PC or laptop and e-mail facilities as all available printed output is delivered as an e-mail attachment. For further technical information please see the Technical Information section.

Regardless of connection method, the Destin8 subscription fee covers the use of the system at one Destin8 port community. This fee also includes your first user id. If further concurrent accesses are required the first is charged at £187.50 per quarter; with each and every one thereafter being £125.00 per quarter. If you wish to connect to more than one Destin8 community, then there will be an additional quarterly subscription of £262.50 for each community. Each full community subscription includes the cost of a user id. For example if you subscribed to Felixstowe, Liverpool and Bristol at 262.50gbp each per quarter you would be entitled to a total of 3 user ids at no extra cost.

Billing is prepaid, one-off for the capital charge, and quarterly in advance for communications and subscription charges. All other associated Destin8 transaction charges are as per our published Schedule of Charges for 2011.

We also offer fixed data circuit connections i.e. an end-to-end kilo stream TCP/IP serial service and a price for this connection type is available on request. Where applicable, the British Telecom charges quoted are exclusive of VAT, which will be charged at the prevailing rate. British Telecom, with whom we will be contracting for the circuit, is currently asking for a one-year commitment such that the minimum initial rental period for a private circuit is one year. If you cease to use the circuit during any subsequent year, you will receive a rebate for the balance of the prepaid rental.

Destin8 Schedule of Charges – 2011

SUBSCRIPTION

Full Annual Subscription	£1,050.00	Destin8 Exporter Connection	£300.00
EDIFACT Subscription pa	£1,050.00	Company Code Billing Identity	£200.00
First Additional Identity pa	£750.00	Subsequent Additional Identity	£500.00
Joining Fee	£500.00	ICS Non-Inventory Location pa	£500.00

INVENTORY UNIT PROCESSING (per UCN)

Import - Port and manifested at Depot

EC Cargo – Unitised	£0.50
EC Cargo – General Cargo	£0.50
EC Cargo – Devanned Cargo	£0.50
Empties	£0.10
All Other – Unitised	*£1.70
All Other – General Cargo	*£1.70
All Other – Devanned Cargo	*£0.95

Import – Groupage Devanned at Depot after Removal from Port

EC Cargo	£0.50
All other	*£0.95

*Examination Levy of £0.35 applied at London Thamesport by local agreement.

Transhipments

Transhipment Requests – RTR/RTD	£1.25
Transhipment Requests – RTX	£1.25

Exports

EC Cargo – Unitised	£0.70
EC Cargo – General Cargo	£0.70
Empties	£0.10
All Other – Unitised	£0.70
All Other – General Cargo	£0.70

Frustrated Export

Full	£1.00
Empty	£0.10

Import Control System

ICS Non Destin8 Location	£0.10
ICS Remote Declaration	£0.10
ICS Destin8 ROB Declaration	£0.10

NON INVENTORY PROCESSING

Phase 1 NES and NIS Cargo declaration	£0.40
Phase 1 and CIE Import entries	£1.70
CFSP Supplementary Declaration	£0.50
NES Supplementary Declaration	£0.40
ICS Declaration (Destin8 Non-Inventory Location)	£0.10

Destin8 Schedule of Charges – 2011

Other

MCA Arrival & Hazmat Notification (per vessel)	£2.50
MCA Departure & Hazmat Notification (per vessel)	£2.50
Maritime Statistics Directive (per vessel/agent)	£3.00
Unit Interchange Report	£0.25
Transport Orders – gate produced only	£0.25

NEW FUNCTIONALITY

As advised on introduction

DATABASE MAINTENANCE

Additional charging may be levied as a penalty for leaving data on the database:

- Unit Arrived Not Loaded (requires transfer to later vessel or frustrated export)
- Loaded Not Cleared (required Customs clearance or removal of local hold)

Charges may be levied from seven days after vessel departure at £0.25 per unit (or part thereof) per day.

RATE OF INTEREST

2% per annum above the base lending rate from time to time in respect of any sums not paid by the due date.

STIPULATED CREDIT TERMS

Unless other credit/deposit terms apply to the particular End-user:

1. All sums are to be paid within 28 days of invoice.
2. Sums not paid within such time shall carry interest at the rate of interest from the date of invoice to the date of actual payment.
3. All sums are net of VAT or other applicable sales tax.
4. Where shortened credit or deposit terms apply to the particular End-user, then a right of disconnection without notice shall apply in the event of the End-user failing to honour such terms.
5. Payment of all amounts due shall be made by you in full without any deductions whatsoever by direct debit or BACS only.
6. We may impose a charge of £15.00 (or such other sum as we may from time to time reasonably determine) to cover our costs in the event that your payment (whether by direct debit, BACS or other means) is not honoured by your bank or other financial institution.

All services are provided on our current Terms and Conditions for the Supply of Consumer Services, a copy of which is obtainable on request.

Destin8 Connection Information and Technical Requirements

This information sheet aims to assist new and existing MCP customers to connect to the Destin8 system. Before going into detail it may be worth pointing out that Destin8 is a fully Internet enabled system. It has user friendly mouse and keyboard functions, combined with hierarchical and drop down menus, and is a browser based system that can be accessed via dedicated connections such as fixed data and ISDN circuits, as well as Internet connections although, the latter should ideally be of a broadband type or faster. The following outlines key information that your organisation will need to consider in advance of establishing a connection. The primary aim is to ensure that your connection and interface is compatible with Destin8.

Destin8 Supported Operating Systems:

Windows 2000, Windows 2003, Windows XP and Windows Vista have all been quality assured and are fully supported. Companies operating a terminal server environment are advised to test their interface at an early stage. Although we do not anticipate any issues for either the Microsoft or the Citrix terminal server environment, it has not been possible to quality assure these due to the number of variable configuration options available.

Destin8 Browser Software:

All three major browsers, Internet Explorer version 6 and later, Firefox 3.5 and later and Chrome 7 and later have all been quality assured and are fully supported. Clients should be aware that Java Script must be enabled as a pre-requisite in any browser version used and that pop-ups should be allowed for the Destin8 URLs in your firewall and pop-up blocker software. It is also recommended that HTTP 1.1 is enabled in the IE Advanced settings to allow for GZip compression. Clients connecting through a proxy server should only enable HTTP 1.1 if their server supports the latter. GZip is embedded in the Destin8 front-end architecture and enables compression of data and as a result decreases bandwidth usage.

In preparation for Destin8 compatibility with Google Chrome and Mozilla Firefox browsers, some changes were made to the Java Script files within the latest version of Destin8. In the majority of cases this will have no effect on users or transactions, because the browser and/or proxy settings have the appropriate default option selected. However we are aware that for a few users this is causing an issue due to alternative settings. Affected transactions are those which require the use of a 'tick box' e.g. MCA and RTR/RTE (where bulk updates are requested and appear to have been successful).

We recommend that all Customers check to ensure that the newest versions of the stored pages on their browser - for example in IE6, this can be found under Tools, Internet Options, Temporary Internet files, settings - are set to 'every visit to the page'.

Destin8 Network:

All connections to the Destin8 system must be routed via the following unique reference locations (URL):

Destin8 (Live/Production):

<http://www.destin8.co.uk> (194.201.255.73 /32)

Destin8 (Live Help):

<http://help.destin8.co.uk> (194.201.255.73 /32)

Destin8 (Test/UAT):

<http://uat.destin8.co.uk> (194.201.255.66 /32)

Destin8 (Test Help):

<http://uathelp.destin8.co.uk> (194.201.255.66 /32)

We recommend that DNS entries are modified to reflect these URLs and are resolved to direct this traffic to the relevant connection method/router. Depending on the operating system, other methods may be used to provide the correct routing to this address, for example with the use of a HOST file. Client owned routers should be configured with ports 20/21 (FTP), 80 (HTTP), 443 (HTTPS) and 515 (LPD) open for Destin8 purposes.

Internet Connections:

All internet connections will need to ensure that the URLs are resolved correctly and connections are routed via the client's own internet connection. A trace route would typically give the following results:

```
C:\> tracert uat.destin8.co.uk Test URL
Tracing route to uat.destin8.co.uk [194.201.255.66] over a maximum of 30 hops
 1) <10 ms <10 ms <10 ms User gateway connection
 2) ditto Depending on the complexity of your internet connection
 3) <30 ms <30 ms <50 ms 158.43.3.234
 4) <30 ms <30 ms <40 ms 62.190.25.83
 5) <30 ms <40 ms <40 ms 194.201.255.66
Trace complete
```

Destin8 IP Addressing Policy:

Please note that a TCP/IP connection will only be established for companies who either operate a registered IP address or are able to accommodate a Destin8 allocated IP address, which will fall in the range of 10.0.0.1 through 10.126.255.254. If you are unable to conform to our IP range, or are concerned about security, we generally advise that either a firewall or a router performing IP address translation be placed between the Destin8 router and your LAN to protect against any possible security violation. It may, therefore, be necessary to provide equipment and software capable of IP address translation. Please be aware that we cannot carry out any destination address translation.

Destin8 Security:

Most clients are hopefully aware of the security risks that are attached to any kind of Internet connection and as a corporate entity, MCP plc recognises that we have a contractual as well as a general duty of care that data is kept secure and, perhaps more importantly, system integrity and optimum availability is adequately protected and maintained. Security in Destin8 is therefore enhanced, particularly for those companies who either wish to maintain, or migrate to, an Internet based connection.

Connection Type	Memorable Information/Security Code	IP Verification/Filtering
Internet access only	Mandatory if no IP verification	Conditional*
Fixed data circuit or ISDN access only	Optional	Optional
Mix of fixed data circuit or ISDN and Internet access	Mandatory for Internet if no IP verification Optional for fixed data or ISDN circuit	Conditional* for Internet Optional for fixed data or ISDN circuit

* Must be a registered or static IP address

The use of memorable information and/or security code is similar in functionality to that in use by financial institutions i.e. a minimum of eight alpha numerical characters where the application randomly asks for three characters to verify the information.

IP verification is based on denial of access for any IP address not previously authenticated and authorised by the static or registered IP address holder where applicable.

Optionally, we also offer enhanced security on Internet based connections such as VPN and FTP these are subject to additional configuration charges and will require an exchange of integral information on our mutual systems.

To configure a VPN access, we will need to mutually agree on:

- A firewall or similar capable of being one end of the VPN a 'site to site' tunnel using IPSEC / IKE encryption schemes. Between us we can then work out a set of parameters which will allow our firewalls and your equipment to work together.
- To translate your IP addresses to fall within a range we allocate (something like 10.100.8.n) before entering the tunnel. This is to avoid any duplicate addresses cropping up. If we use a range you will need to setup a Network Address Translation rule to translate your addresses to this range.
- To confirm your firewall configuration in terms of hardware and software - we operate Checkpoint NG on a Nokia IP380 with an external address of 62.190.25.81.
- To confirm Firewall encryption settings. Our preferred settings are as follows:
 - Key exchange encryption - 3DES
 - Data integrity - MD5
 - Diffie-Hellman for IKE (Phase 1) - Group 2
 - Phase 1 renegotiation - 480 minutes
 - Phase 2 renegotiation - 3600 seconds
- Confirm a Pre Shared Secret. We need to decide on a password that we will both use when setting up the VPN.

To configure an FTP connection, we will need to mutually agree on:

- Our IP addresses - you will receive FTP connection requests from us on address 193.129.243.80 Our FTP server (for incoming files from you) is 194.201.255.67, we will also provide you with an account name + password + directory details for you to place incoming FTP files.
- Your IP addresses - for us to FTP files to you we will need the IP address of your FTP server plus an account name + password + directory to put files in.

To avoid file locking, we can send a *.ctl file as which can be processed as part of the standard FTP process or recipients could set an exclusive lock on the incoming file.

Destin8 Input & Output

Prints:

E-mail attachments (SMTP) – this is the preferred option for delivery of printed output and messages from Destin8 across the Internet. All we need from you is an e-mail address to which we can send prints and other output. This can be a single address which you configure with rules within your own corporate system to distribute mail to the appropriate person/department or individual addresses for direct e-mail delivery based on the subject details.

LPD/LPR (Network Printing) – is only supported in Windows 2000, Windows 2003 and Windows XP based hardware solutions or software packages and must conform to RFC1179. In addition, clients accessing via an Internet connection must have a static or registered IP address. All prints will appear to be coming from the following host address: 193.129.243.91/32. Each LPD printer will need to be set up and configured at the user's end. As well as the name of the printer on the client device, we will also need to know the IP address of the LPD client in order to set up a static translation in the MCP gateway router where applicable.

Messaging:

EDIFACT messages – CUSCAR, COPARN, CODECO, COARRI, IFTDGN, COPRAR and COREOR are accepted or transmitted as either e-mail attachments (SMTP) or via an FTP connection.

Inter System Link - (Destin8Visual.ISL) – please note that the Visual.ISL software is only supported when used in the Windows 2000, Windows 2003, Windows XP and Windows Vista environment.

Destin8 Support:

Functional and how to use support is provided by our Customer Services Help Desk on 01394 600205 or e-mail to help@destin8.co.uk – our Technical Help Desk on 01394 604915 will provide you with technical assistance on networking issues but we ask you to please bear in mind that they cannot, for security and legal reasons, actively undertake any LAN configuration or internal network tests on your equipment. Our contractual obligations preclude us from carrying out this work and our service provision is only extended to the point of delivery i.e. your company owned network gateway and we strongly advise that your own IT department or a suitable third party should undertake all internal network configurations.

Application for Destin8 Service

Please complete the following to enable your requirements to be fully evaluated. **It is important this form is completed in full as any omitted information may delay the processing of your application.** The form can be completed direct in Acrobat but will need to be signed and posted. Please do not hesitate to contact us with any questions.

Company Details	
Name of Company:	
Full address of office to be connected:	
EORI/VAT number:	
Company Tel No:	Email:
Company Fax No:	Website:
Contact name:	
Position:	
Contact Tel No:	
Customer System Details (please mark box with X)	
Operating System:	Win XP <input type="checkbox"/> Vista <input type="checkbox"/> Win 7 <input type="checkbox"/>
Browser type and version:	
Email print output (please state preferred email address)	
LPD Printing:	Yes <input type="checkbox"/> No <input type="checkbox"/> Printer IP address:
Entry Processing Software Provider:	Version:
Destin8 Communications Link Required (please mark box with X)	
Connection Choice:	Option 1 Internet <input type="checkbox"/> Option 2 Internet <input type="checkbox"/> Corporate WAN <input type="checkbox"/> TCP/IP Serial <input type="checkbox"/>
Memorable Text:	Yes <input type="checkbox"/> No <input type="checkbox"/> Registered IP address: (for firewall configuration if Memorable Text NO)
VPN Connection:	Yes <input type="checkbox"/> No <input type="checkbox"/> VPN configurations attract an additional configuration charge of £418.00 – see page 11, Destin8 Security for further information.
Destin8 Connection Requirements (please mark box with X)	
Port Community/Communities required: (Port Name)	
User ID's required:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> More <input type="checkbox"/> (number)
Intersystem Link Inventory:	Yes <input type="checkbox"/> No <input type="checkbox"/> (See Messaging on Page 12)
CHIEF EDI:	Yes <input type="checkbox"/> No <input type="checkbox"/> (Tick Yes if using Entry Processing Software)
Destin8 EDIFACT Facility:	Yes <input type="checkbox"/> No <input type="checkbox"/> (See Messaging on Page 12)
Assisted Destin8 TCPIP Connection:	Yes <input type="checkbox"/> No <input type="checkbox"/> (if yes, the optional charge of £481.00 is levied)

Application for Destin8 Service



Accounts Details		
Full invoice Address:		
Full Statement Address:		
Full Name & Address of Bank/Building Society:		
Account details:	Account No:	Sort Code:
Payment will be made by:	Direct Debit <input type="checkbox"/>	Bank Transfer <input type="checkbox"/>
Miscellaneous		
Do you have an associate company with a Destin8 line?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, please detail:		
Is your company (please mark box with X):	Shipping Line/Agent <input type="checkbox"/> Wharfinger <input type="checkbox"/> Freight Forwarder <input type="checkbox"/> Haulier <input type="checkbox"/> ERTS/ICD Operator <input type="checkbox"/> ICS Only <input type="checkbox"/> Exporter Only <input type="checkbox"/> NIS <input type="checkbox"/> CFSP <input type="checkbox"/>	
Other (please specify)		
Please detail the use you will be making of Destin8 e.g. number/type of entries and/or associated transactions:		

I confirm that I am an authorised signatory on behalf of the End-User named above and that the End-User agrees to be bound by the Terms and Conditions set out in the attached Agreement as may be varied from time to time.

Signature:

Date:

Name (BLOCK CAPITALS):

Position:

Please return original to:

MCP Plc
The Chapel
Maybush Lane
Felixstowe
IP11 7LL

DIRECT DEBIT MANDATE

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and return it to:

MCP plc, The Chapel, Maybush Lane, Felixstowe, IP11 7LL

1. Name and full postal address of your bank or building society branch

To: The Manager	Bank or Building Society
Address:	
Postcode	

2. Name(s) of account holder(s):

5. Reference Number:

3. Branch sort code:

		-			-		
--	--	---	--	--	---	--	--

4. Bank or building society account number:

--	--	--	--	--	--	--	--

6. **Instruction to your bank or building society.** Please pay MCP plc Direct Debits from the account detailed on this instruction subject to the safeguards assured by the direct debit guarantee. I understand that this instruction may remain with MCP plc and, if so, details will be passed electronically to my bank/building society.

Banks and building societies not accept Direct Debit instructions from some types of account

Signature(s):
Date:



This guarantee should be detached and retained by the payer

THE DIRECT DEBIT GUARANTEE



- This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Maritime Cargo Processing Plc will notify you at least 10 working days in advance of your account being debited or as otherwise agreed. If you request Maritime Cargo Processing Plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your direct debit by Maritime Cargo Processing Plc or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Maritime Cargo Processing Plc asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Terms & Conditions for the Supply of Consumer Services

1. MCP Services

MCP provides data communications services within the United Kingdom. By contacting MCP, customers offers to take MCP services in accordance with the terms and conditions specified below, which offer shall be accepted by MCP, and thus a contract formed, once MCP provisions the customer on its network for use of service.

2. Definitions

In this agreement, unless the context requires otherwise, the following terms shall have the following meanings:

Agreement	means the agreement between you and us for the provision of data communications services, the terms and conditions of which are set out herein:
Charges	means unit, entry and transaction charges, subscription, line and modem charges and any other charges set out in the Schedule of Charges
Date of installation	means the date we deliver and install the equipment at the premises or activate Destin8 access
Equipment	means the Destin8 network terminating equipment, including software, which is owned by us and is used to provide services to the premises
Capital charges	means the price quoted to you for connecting the premises to the Destin8 network
Subscription charges	means all charges detailed in the Schedule of Charges for which you are to pay quarterly in advance
Destin8 network	means the data communications infrastructure to and from which data is exchanged
Premises	means your premises where we install the equipment
Schedule of Charges	means our price list containing definitions, notes and tariffs for the unit, entry, transaction, data communications services and apparatus provided by us as amended from time to time
Quarter	means a calendar quarter of 3 months
Destin8	Destin8 has come to describe both (a) Destin8 as a service relating to the movement and control of goods including access to a Customs entry processing facility and also (b) the software itself which is the source of such service. In the Agreement (unless the context otherwise indicates) the term Destin8 is used in the sense of an on-line Service only. The term Destin8 may be designated by us from time to time to include services which may at the date hereof be services offered by MCP additionally and/or separately from Destin8 as it stands at the live date.
Services	means the Destin8 system, other designated on-line services, e-mail, EDIFACT messages, other message based communications and Destin8 network service provided by means of owned or leased data circuits connecting the premises to our network centre which will provide you with Destin8 facilities, details of which are listed in our Schedule of Charges

Equipment modems, cables and other devices, excluding customer owned equipment, connected to the service

'MCP', we' and 'us' means Maritime Cargo Processing Plc, its sub-contractors, agents or any other third party to whom this agreement is assigned or transferred from time to time

'you' means the customer who is entering into this agreement

Live date means the date on which we complete the installation and provide the service and access to Destin8 at the premises for the first time

3. Acceptance and Term

Acceptance of your order for the service shall occur on the earlier of either the date of appointment for the installation of equipment at the premises or the date of appointment for the installation survey at the premises. On acceptance of your order, you shall be bound by the terms and conditions set out in this agreement and shall continue in effect until terminated as set out below. We may vary these terms and conditions (for example when new services are introduced) upon thirty (30) days notice to the customer.

4. Provision of Equipment

- 4.1 We shall try to provide the equipment to you by the date we have indicated to you and attend at the premises when we say we will, but we do not guarantee to do so and we will not be liable to you if we fail to do so.
 - 4.2 Title to all equipment installed by us at the premises will, unless purchased and paid in full, remain with us. You must take reasonable care of the equipment and must not damage it, tamper with it, attempt to repair it or mistreat it in any way. If we need to repair the equipment or any part of the service as a result of a fault caused by you, then we reserve the right to charge you for the cost of such repairs.
 - 4.3 You will not remove or allow the equipment to be removed from the premises except by us, our agents or sub-contractors.
 - 4.4 If the equipment is lost, stolen or damaged in any way, after we have delivered and installed it, you must pay our charges for repairing or replacing it. You do not have to pay for repair or replacement as a result of fair wear and tear.
 - 4.5 You will indemnify us in respect of any claim for consequential loss, damage or injury of any kind whatsoever occasioned by or arising from damage to Destin8 or any physical means of access to it caused directly or indirectly by your own system or equipment or by your use of Destin8.
 - 4.6 You will not connect any equipment to Destin8 without the prior consent of MCP.
 - 4.7 You will in any event comply with all Quality Assurance testing requirements laid down from time to time by us in respect of any equipment you wish to interface with Destin8 and shall (if demanded) pay the hourly rate set out in the Schedule of Charges for that testing.
- ## 5. Provision and Use of Service
- 5.1 Services will be implemented by us as soon as reasonably practicable after the installation date. The minimum period for providing the service is 12 months from the acceptance date subject to any rights we or you may have under this agreement concerning suspension or termination of the system or any service or facility provided under this agreement.
 - 5.2 We reserve the right to modify or replace any part of the equipment used to facility the provision of service, excluding any equipment which is customer owned.

- 5.3 We may at our sole discretion:
- 5.3.1 In an emergency suspend the service or services temporarily in order to provide or safeguard the service or services; or
- 5.3.2 Temporarily suspend the service or services for emergency or preventive repair, maintenance or improvement of the equipment, Destin8 or any of our data communication systems.
- However, before doing any of the above we shall give you as much advance notice of any planned or unplanned suspension as is reasonably practicable in the circumstances, including such details as are available concerning the estimated timing and duration of such suspension. We shall restore the service or services as soon as is practicable after any planned or temporary suspension.
- 5.4 You acknowledge that the service or services cannot be provided fault free and that compensation for any faults or suspensions which arise will be dealt with solely in accordance with Clause 5.5.
- 5.5 We will allow a rebate of a proportionate part on a time basis of the Subscription Charge for breakdowns. Any rebate will be credited to your account with us and will be allowed only where there is an unplanned or unauthorised total loss of Destin8 itself for a period exceeding 24 hours (made up of periods of larger than 30 minutes) in any period of four weeks commencing on a Sunday/Monday of any week.
- 5.6 Without prejudice to the generality of clause 5.4 we undertake that save as otherwise provided by this Agreement Destin8 shall be available to you from the live date 23 hours a day on every day excluding Christmas Day, that Destin8 shall be designed in such a manner as to protect your data against unauthorised access by other parties and that we will take all reasonable measures to safeguard against loss of input made by you to Destin8.
- 5.7 You will:
- 5.7.1 Observe all instructions (including instructions as to system maintenance) given by us as to the usage of Destin8 whether in person, in writing, or via Destin8 itself.
- 5.7.2 Accept that failure to observe such instructions will entitle us to suspend your connection to Destin8 and to levy a reconnection fee and/or to carry out such work and levy charges on you at the hourly rate set out in the Schedule of Charges.
- 5.7.3 Warrant, as a fundamental matter, that any person or employee who is allowed access to Destin8 is competent and has received the necessary training in the use of Destin8. In the event that MCP gives notice that it has operational reasons to believe that any person or employee does not meet these criteria, you will immediately withdraw such person or employee from using Destin8 until such time as we are satisfied that such person or employee has reached such level of competence.
- 5.7.4 Only use the service or services in accordance with our instructions all as may be amended from time to time.
- 5.7.5 Not yourself, or allow anybody else to, use the service or services for the purpose of sending any message or communication which is offensive, abusive, indecent, obscene, menacing, fraudulent or illegal or which does, or is intended to, cause annoyance, inconvenience or worry or which is or might be defamatory or intended to be a hoax message to any other company, service or body.
- 5.7.6 Indemnify us against any liability which may arise out of your failure to comply with the terms of clause 4.6, or this clause 5.7 and if you are in breach thereof we may suspend your service or services without notice and may not restore it unless we are convinced that no further breaches will occur. Such right to suspend the service or services is without prejudice to any rights we have to terminate this agreement. In addition it is our policy to share information with other service operators in respect of breaches of clause 5.7.5 and we reserve the right to inform other service operators of the names of any of our customers found to be in breach of that clause.
- 5.8 We shall have complete discretion without reference to you to change the location of the computer or other equipment on which Destin8 (or any part thereof) is hosted at any time.
6. Access and Identity
- 6.1 You will (unless otherwise agreed) be entitled to use the identity provided by MCP for access to Destin8 from the premises agreed with us.
- 6.2 Additional identities may be made available by MCP at the price published in the Schedule of Charges.
- 6.3 You must change your password at frequent but irregular intervals of not less than three months or whenever requested by MCP.
- 6.4 We will give you reasonable notice (being not less than 180 days) of any changes to the physical means of access to Destin8 which may impose on you the requirement for any extra equipment.
- 6.5 You will not in any event seek to assign or transfer or share with or permit to be shared with any other individual, partnerships or body corporate the right of access to Destin8 (whether or not for reward). This does not apply to any reasonable back-up arrangements in place.
- 7. Charges, Payment & VAT**
- 7.1 The charges are set out in the Schedule of Charges and any changes will be notified to you in accordance with clause 8 prior to such changes coming into effect.
- 7.2 At the time of your application you are required to pay the capital charges and the first year's rental charges in advance plus VAT on the charges mentioned. We will include in your subsequent invoice the subscription charges up to and including the next quarter. Thereafter we will send you an invoice at the end of each quarter for subscription and rental charges payable in respect of the following quarter.
- 7.3 At the end of each calendar month we will send you an invoice for entry, transaction and other service charges incurred during that month.
- 7.4 All sums due to us under this agreement shall be payable within 28 days of the invoice date. Payment of all amounts due shall be made by you in full without any deductions whatsoever by direct debit, BACS or such other method as we may specify or agree to from time to time.
- 7.5 In the event that charges are not paid when due we may levy interest at a rate of 2% per annum above the base lending rate of Barclays Bank plc as set from time to time from the date when the charges should have been paid until the date of actual payment, whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this agreement for any reason whatsoever.
- 7.6 All sums due to us under this agreement unless otherwise stated, are exclusive of Value Added Tax ("VAT"). Any VAT payable will be set out in each invoice and will be paid by you to us at the same time as you pay the charges.
- 7.7 In instances where you have indicated that VAT should not be charged on supplies made as you do not believe you have a business or a fixed establishment in the UK, the following terms form part of these Terms & Conditions for the Supply of Consumer Services for any supplies to you. Your approval of these terms will be implied through requests for future supplies.
- 7.7.1 we require that you undertake to indemnify, and to keep indemnified, us against VAT demanded should VAT have been determined to have been due on supplies made.
- 7.7.2 we shall inform, or shall procure to inform, you in writing of any claim or enquiry raised by HM Revenue & Customs for additional VAT relating to these supplies or supplies which the precedent could be extended to these supplies as soon as possible and before resolution of any enquiry has been reached and where liability under this indemnity might become enforced.

7.7.3 we shall then take such action and give such information and assistance as you may reasonably request in writing to avoid, dispute, resist, mitigate, compromise or defend any HM Revenue & Customs claim and to appeal against any judgment given in respect thereof including (without limitation) applying to challenge so far as legally possible the payment of any VAT.

7.7.4 should you appoint advisors to challenge the VAT treatment, all correspondence with the tax authorities will be conducted with full approval from us and you shall not make any settlement or compromise of the HM Revenue & Customs claim or agree to any matter in the conduct of such proceedings which may affect the amount of the liability without our prior approval. Subject that such approval not to be unreasonably withheld or delayed and provided always that, in the event of us refusing approval of such settlement or compromise, you shall have no liability in respect of any such claims in excess of the figure at which you could have settled or compromised the relevant HM Revenue & Customs VAT claim.

7.7.5 you shall be liable for any costs incurred since the proposed date of settlement or compromise; and indemnify and secure us to our reasonable satisfaction in respect of all costs, charges and expenses reasonably and properly incurred by us as a consequence of any actions taken at your request.

7.8 We may set off any amounts standing to your credit either under this agreement or any other agreement you have with us, against any amounts owing to us under either this agreement or any other agreement you may have with us.

8. Credit Limits and Deposits

8.1 Failure to observe the stipulated credit terms as set out in the Schedule of Charges may lead to disconnection without notice.

8.2 Alternatively or in addition, we may at any time require payment from you of a deposit as a security for the payment of future charges. We may hold the deposit until we are assured that security for payment of future charges is in our opinion no longer necessary. At such time we shall repay the deposit held, or the balance thereof, where part of it has been used towards the payment of charges due. We reserve the right to use all or part of the deposit in or towards payment of any charges which you are liable to pay.

8.3 Notwithstanding repayment of any deposit held, we may at any time thereafter require payment from you of a further deposit as security for the payment of any further charges which may become payable by you.

8.4 We may impose a charge of £15.00 (or such other sum as we may from time to time reasonably determine) to cover our costs in the event that your payment (whether by cheque, direct debit or other means) is not honoured by your bank or other financial institution.

9. Maintenance

9.1 If the equipment becomes faulty you must immediately tell us by contacting our Technical Helpdesk on 01394 604915 (or any other number specified from time to time). We shall use all reasonable endeavours to correct the fault by repairing or, at our option, replacing all or part of the equipment.

10. Limitation of Liability

10.1 Our liability to you for death or personal injury caused by any negligent act or omission of ours or that of our sub-contractors or agents acting in the course of their employment shall not be limited.

10.2 Otherwise in acknowledgement of the fact that we are providing an electronically sensitive service we shall not be liable to you in contract, tort, negligence or otherwise for any loss of business, contracts, profits, or anticipated savings or for any other special, indirect or consequential loss whatsoever, even if such loss was reasonably foreseeable or we have been advised of the possibility of you incurring the same.

10.3 Other than in respect of clause 10.1 our maximum aggregate liability in contract, tort, negligence or otherwise arising out of, or in connection with, this agreement shall be limited in respect of any one event or a series of two or more connected

events to an amount equal to any rebates due under sub-clause 5.5 in respect of all claims under this agreement.

10.4 Other than in respect of clause 10.1 we shall have no liability to you in any respect unless you shall have served notice of the same on us within three months of the date you became aware of the circumstances giving rise to any such claim or the date when you ought reasonably to have become so aware.

10.5 Each provision of this clause limiting or excluding liability operates separately and shall survive independently of the other provisions.

11. Termination

11.1 We may cancel this agreement by notifying you in accordance with clause 14. Such notice will be no less than 3 months expiring at any time save in the event of breach by you of these terms and conditions when we may give short or immediate notice to determine this agreement either instead of or as well as suspending your access to the service under clause 12.

11.2 You may terminate this agreement by giving three months notice expiring at any time on or after the first anniversary of the live date. If you give notice you must pay all charges up to the expiry of the notice period. On or after the expiry of the notice period we will at our option remove the equipment from the premises to which you will give us access.

11.3 Either party may terminate this agreement if the other party is presented a bankruptcy petition or if the other party is unable to pay its debts as they fall due or have a resolution passed for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity takes over all of its assets or liabilities) or a court of competent jurisdiction makes an order to that effect or it becomes subject to any administration or enter into any voluntary arrangement with its creditors to cease to carry on business or have a receiver or administrative receiver appointed or are in a position whereby a Court is entitled to appoint a receiver or administrative receiver.

11.4 We may terminate this agreement if:

11.4.1 you do not pay the charges within the stipulated credit terms.

11.4.2 you fail to comply with any applicable training and/or instruction in respect of the use of the service or services.

11.5 Upon any termination by us pursuant to clauses 11.3 and 11.4 you shall pay us any outstanding charges, cease to use the service or services and provide access to us for the purposes of removing the equipment.

12. Suspension of Service

12.1 We may at our discretion elect to suspend the service or services at any time in the event that:

12.1.1 we are entitled to terminate this agreement for any reason;

12.1.2 we are required to comply with an order, instruction, or request of government, an emergency service or other competent administrative authority;

12.1.3 we have reasonable ground to suspect fraud or attempted fraud or other criminal activity in connection with the service or services either by you or by anyone with or without your knowledge or approval;

12.1.4 we have reasonable grounds to suspect that any of the information given by you to us in respect of your application for the service is inaccurate or untrue;

12.1.5 any charge is overdue.

12.2 Where possible we will warn or notify you of any such suspension. The rights set out in clause 12.1 are without prejudice to any of our rights to terminate this agreement in accordance with clause 11.

13. Variation

- 13.1 We may from time to time by giving you at least 14 days' written notice:-
- 13.1.1 vary the Schedule of Charges by amending any of the charges by a percentage point up to that equivalent to the percentage increase (if any) shown by the General Index of Retail Prices (all items) ('RPI') issued by the Office of National Statistics (or any other Government department or other agency or organisation upon which duties in connection with the compilation and maintenance of such index shall have devolved), levy charges for new functionality or introducing new charges; and/or
- 13.1.2 vary the Schedule of Charges by amending any of the charges by more than a percentage equivalent to the percentage increase in the RPI;
- 13.1.3 vary any of the terms and conditions of this agreement, or introduce new terms and conditions (together or alone a 'variation').
- 13.2 Subject to clause 13.3, if you consider any variation pursuant to clauses 13.1.2 and 13.1.3 to be unreasonable, you may terminate this agreement by giving us at least 3 months notice if the initial written 12 month period has expired.
- 13.3 You may not terminate this agreement if a variation made pursuant to clause 13.1.3 is made for a valid reason. For the purposes hereof a valid reason is a variation required by legislation, the requirements of any governmental or regulatory body or, if required in our reasonable opinion, a variation to prevent any immoral, illegal or improper use of the service or services and equipment under this agreement.

14. Notices

- 14.1 Any notice, invoice or other document which we may give under this agreement shall be deemed to have been given or left at or sent by post, local unsolicited message (LUM), e-mail or facsimile transmission to an address notified by you to us in writing as an address to which notices, invoices or other documents may be sent, or your usual or last known place of abode or business or in the case of a limited company, its registered office.
- 14.2 Our address for the service of any notice under this agreement shall be such address as is shown on your last invoice. If any notice is given via the LUM facility then this shall be sent to your Destin8 output device as advised on joining the service or services or subsequently amended.
- 14.3 Any such communication as referred to in clause 14.1 shall be deemed to have been made to the other party 4 days from the date of posting (if by letter) and if by LUM, e-mail or facsimile transmission on the day of such transmission.

15. Disclosure

We may at any time disclose to any Government or regulatory authority, debt collection agency, or any credit reference bureaux, security agency or financial institution, any relevant information with respect to your account, the use of the service or service and equipment or any other disclosure as may be within our Data Protection Act 1998 registration or such other subsequent registration as we may obtain from time to time.

16. Waiver

Failure by us to exercise or enforce any right under this agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of any right on a later occasion.

17. Assignment

- 17.1 You are not allowed to assign or transfer this agreement without our prior written permission.
- 17.2 We may assign this agreement or sub-contract any of our obligations to a third party either in whole or in part.

18. Force Majeure

Neither party shall be held in breach of its obligations hereunder (except in relation to the obligation to make payments) nor liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including without limitation any act of God, failure, interruption or shortage of power supplies, any development, flood, drought, lightning, fire, strike, lockout, trade dispute or labour disturbance, act or omission of Government, highways authorities, other telecommunications operators or competent authority, war, military operations, riot or infectious or contagious disease.

19. Bribery and Corruption

MCP represents and warrants that it and its directors, employees, officers and sub-contractors shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Regulations") and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and further represents and warrants that it shall have and shall maintain in place its own policies and procedures, including "adequate procedures" under the Bribery Act 2010, to ensure compliance with the Relevant Regulations.

20. General

- 20.1 This agreement represents the entire understanding between the parties in relation to subject matter hereof and supersedes all agreements and representations made by either party, whether oral or written.
- 20.2 Nothing in these terms and conditions shall create or vest in you any right, title or interest in the service or services, other than the right to use same under these terms and conditions.
- 20.3 All expressions used in these terms and conditions denoting the singular include the plural and vice versa. The headings are for ease of use only and shall not affect the construction or interpretation of these terms and conditions.
- 20.4 No variation of this agreement shall be valid unless it is agreed in writing by us.
- 20.5 If any clause or provision of this agreement is held partially or wholly invalid or unenforceable, the validity or enforceability of the remaining clauses or provisions shall not be affected.
- 20.6 This agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 20.7 MCP shall be entitled to offer to other End-Users or to any of them including (but not limited to) HM Customs and Excise and other government agencies a right of access to Destin8 on terms different from those applicable (whether in amount or structure) to those payable by the End-User.

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