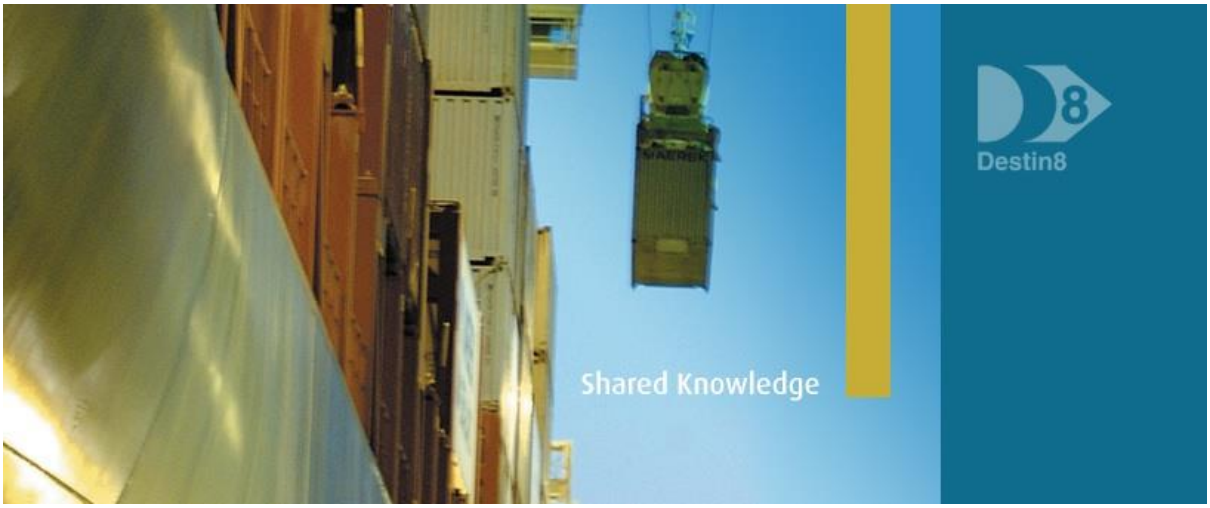
MCP plc
Port Community Systems

Destin8 Information Pack 2025



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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 general connection 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@mcpplc.com

Further and additional levels of information are of course also available from our website on www.mcpplc.com.

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 that enables all sections of the maritime industry to facilitate the movement of cargo through a Destin8 enabled port, a port community system is often also referred to as 'inventory linking'. The Shipping Line would typically manifest an import container; the Forwarding Agent would nominate the container for clearance and submit a Customs entry to CHIEF/CDS. The Terminal Operator would arrive the vessel and discharge the container, CHIEF/CDS 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 Terminal Operator 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 expected/actual time of arrival, 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 consignments can only be created, updated and viewed by an authorised badge holder.

Although the above high-level précis focuses on containerised (LoLo) functionality, it is important to note that Destin8 is a fully functional and integrated multimodal system that also caters for driver-accompanied/un-accompanied trailers, cars, trucks, and other rolling equipment (RoRo) including Bulk (Liquid/Dry) and Breakbulk (General Cargo).

How can I access Destin8?

Access to Destin8 is via a standard Web Browser such as Microsoft Edge, Chrome or Mozilla Firefox and the Destin8 connection is established through your company's own broadband line, ideally with a static IP address. An explanation of available connection options can be found in the Budgetary Section of this pack.

Where is Destin8 used?

In addition to the below Border Locations there are some 200+ External Temporary Storage Facilities (ETSF) registered and associated either with the listed Communities or in the Inland ETSF community.

Community	Ports Covered
Felixstowe	Port of Felixstowe
Harwich	Harwich
London Thamesport	London Thamesport
Northern Ireland	Foyle Port
Thames River Ports	Tilbury Purfleet Dagenham Barking Rail Terminal West Thurrock Northfleet
South East Scotland	Grangemouth Burntisland Kirkcaldy Methil Leith Rosyth Dundee
Tees River Ports	Middlesbrough Teesport Redcar Tees Dock Hartlepool Dock
Humber Ports	Hull Goole Grimsby Boston Immingham Killingholme Gunness Flixborough Barrow Haven Keadby Howden Grove New Holland
North Scotland	Invergordon Inverness Aberdeen Stornoway Ullapool Buckie Kishorn Nigg Lerwick
South West England	Teignmouth Shoreham Plymouth Falmouth Cowes Eastleigh

Community	Ports Covered
North East England	Tyne Blyth Seaham Sunderland
South West Scotland	Ayr Irvine Greenock Hunterston Glasgow Fort William
East Anglia	Ipswich Great Yarmouth Kings Lynn Lowestoft Sutton Bridge Brightlingsea Wisbech Creeksea
Cumbria	Glasson Dock Silloth Barrow Workington
Merseyside	Liverpool Bromborough Ellesmere Warrington Garston Salford Runcorn Tranmere Heysham Birkenhead Eastham Carrington Irlam
Severn River Ports and Wales	Barry Cardiff Newport Port Talbot Swansea Avonmouth Bristol Sharpness Neath Mostyn Pembroke
Medway	Rochester Sheerness Ridham Chatham

In addition to the above Border Locations and Terminals, there are some 200+ External Temporary Storage Facilities (ETSF) registered and associated with the listed Port Communities and Community Clusters.

Each full inventory badge costs £1000.00 subscription per year. The subscription costs in the Schedule of Charges relate to your badge code and are on a per Port Community or Port Community Cluster basis. We also provide non-inventory based services such as Destin8 Exporter, VGM Exporter, Importer and Exporter Only as well as ICS Entry Summary Declarations (ENS) and charges related to these services are listed within the Destin8 Schedule of Charges.

Note – Our Importer badge allows for declarations to be made at all non-inventory linked locations, including RoRo – we offer a reduced subscription rate for this. If you subscribe to one of our inventory linked locations, you will also be able to submit declarations at the non-inventory linked locations without the need to also subscribe to the Importer badge.

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 proprietary message format called Inter System Link messaging (ISL) by deploying our free Destin8Visual.ISL application interface. 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.

In addition, if you are a freight forwarder, please note, that Destin8 also provides a direct link for entries into the CDS system. Additional Customs Clearance software is not mandatory but may be beneficial depending on entry volumes. We would therefore recommend you visit the Association of Freight Software Suppliers website at www.afss.org.uk, as all the major software houses that link into our system are members of the organisation.

Destin8 Connection Options

Option 1 – Destin8 on the Internet – Includes CDS XML/CDS UI (Declar8) functionality	**Capital**	**Quarterly**	**Monthly**
Destin8 Subscription Per Port Community	-	250.00	-
Standard Destin8 TCPIP Connection	156.20	-	-
TCPIP Communications Charge	0.00	143.20	-
Corporate WAN access (per office)		46.86	
Unit/Consignment charges as per current Schedule of Charges	-	-	Dependent on usage

This option 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 a business broadband (ADSL) connection with an Ofcom recommended minimum speed of 10Mbps. *You will need to select this option if you intend to use the Destin8 CDS UI (Declar8), customs clearance software or any other automated interface such as EDIFACT messages or ISL.* For further technical information, please see the Technical Information section below.

The Destin8 CDS UI - Declar8 - is a bespoke solution, exclusively available to the Destin8 customer base. Developed by MCP's in-house development and customer service experts, Declar8 provides small-to-medium sized traders or freight forwarders with an alternative solution for the submission of Customs Declarations direct to the new Customs Declaration Service using our on-line interface (UI) as opposed to a broader integrated software-based application available from third-party software suppliers.

Option 2 – Destin8 Browser Access Only – no CDS XML/CDS UI (Declar8) functionality	**Capital**	**Quarterly**	**Monthly**
Destin8 Subscription Per Port Community	-	250.00	-
Standard Destin8 TCPIP Connection	156.20	-	-
Training – if required	250.00	-	-
TCPIP Communications Charge	-	46.86	-
Corporate WAN access (per office)		46.86	
Unit/Consignment Charges 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; 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.

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 £125.00 per quarter; with each one thereafter being £125.00 per quarter. If you wish to connect to more than one Destin8 Port Community, then there will be an additional quarterly subscription of £250.00 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 £250.00 each per quarter, you would be entitled to three 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 2024.

Destin8 Connection Information and Technical Requirements

The following sections aims to assist new 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 standard Internet (TCP/IP) connections. 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 10 and 11 and 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 Windows 2019 (or later e.g. 2022) 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, Microsoft Edge, Google Chrome, and Mozilla Firefox are 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 popup blocker software. It is also recommended that HTTP 1.1 and 2.0 be 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, enables compression of data, and as a result decreases bandwidth usage.

We recommend that all Customers check to ensure that the chosen browser is set to display the newest versions of stored pages e.g. in IE11, this setting can be found under Tools, Internet Options, General (Browsing History), Settings - check 'Every time I visit the webpage'.

We appreciate that some of our users may still have one or more older browser versions deployed and are perhaps reluctant to upgrade for a number of reasons. It is therefore important to consider the difference between "supported" and "will still work, but not supported". The current Destin8 GUI '**may'** still work on older browsers, but we can only provide support on issues where your browser is compliant with those listed above e.g. Windows 11 features Microsoft Edge, a faster, more productive way to browse the web. Microsoft recommends using Microsoft Edge as your default browser, and it supports Internet Explorer 11 for backward compatibility.

Finally, for Destin8 connectivity, it is a pre-requisite that your web browser, operating system and third party software applications are capable of using and configured to use 'Transport Layer Security' (TLS) 1.1, 1.2 and 1.3, and, ideally, stronger 128 bit or above Cipher Suites. These are the underlying standard protocols used within our standard HTTPS Destin8 connectivity.

Destin8 Network

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

Destin8 Live Production:

https://www.destin8.co.uk

Declar8 Live Production:

https://cds.destin8.co.uk

Destin8 Test/UAT:

https://uat.destin8.co.uk

Declar8 Test/UAT:

https://cdsuat.destin8.co.uk

We recommend that DNS entries are modified to reflect these URLs and are resolved to direct this traffic to the relevant connection method/router. Destin8 utilises Cloudflare, therefore the IP addresses associated with these URLs may change periodically, and you can find a dynamic list of Cloudflare IP addresses at https://www.cloudflare.com/en-gb/ips/.

Client owned routers should be configured with ports 22 (sFTP), 443 (HTTPS) open for Destin8 purposes.

Destin8 IP Addressing Policy

Although Internet access to Destin8 is possible using only Memorable Text, the preferred option for companies establishing a basic Internet (TCP/IP) connection is for us to validate access against a registered or static IP address.

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 operate a standard Internet based connection.

Connection Type	Memorable Text	IP Validation
Basic Internet access	Mandatory if no IP Validation	Conditional*

* Must be a registered or static IP address
The use of memorable text information is similar in functionality to that in use by financial institutions i.e. a minimum of eight alphanumerical characters where the application randomly asks for three characters to verify the information.

IP address 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.

For further information on Destin8 connectivity, please contact the Destin8 Helpdesk who will be able to provide you with extended information on either of these connection options.

Destin8 Electronic Data Interchange Options

Prints

E-mail attachments (SMTP) – this is how we deliver 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 or multiple addresses that we configure with rules to distribute mail to the appropriate person/department or individual addresses for direct e-mail delivery based on the subject details.

Messaging

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

Inter System Link - (Destin8Visual.ISL) – please note that the Visual ISL software is only supported when used in the Windows 11 and Windows 2019/2022 server environment. We also have a Linux version available, however, please note this *will* need to run as a normal Windows GUI.

Destin8 Support

First line functional and how to use support is provided by our Customer Services Help Desk on 01394 600205 or e-mail to help@mcpplc.com. However, we ask you to 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 visit our website www.mcpplc.com to complete our on-line application form to join one or more of the Destin8 port communities.

If you have any queries regarding an application then please e-mail us at badges@destin8.co.uk.

Terms & Conditions for the Supply of Consumer Services

1. MCP Services

MCP provides data communications services within the United Kingdom. By contacting MCP, customers offer 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 the Services, the terms and conditions of which are set out herein.
Capital charges	means the price quoted to you for connecting the premises to the Destin8 Network.
Charges	means unit, entry and transaction charges, subscription, line and modem charges and any other charges set out in the Schedule of Charges.
Customer Equipment	modems, cables, terminals and other devices, used by you to access the Services.
Data Protection Legislation	means (i) the Date Protection Act 2018, and (ii) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to GDPR or the Data Protection Act 2018.
Date of installation	means the date we activate Destin8 access at the Premises.
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.
Destin8 Network	means the data communications infrastructure to and from which data is exchanged.
Live Date	means the date on which we provide the Services and give you access to Destin8 at the Premises for the first time.
'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.
Premises	means your premises where we activate Destin8 access.
Quarter	means a calendar quarter of 3 months.
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.
Services	means the supply of 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.
Subscription charges	means all Charges detailed in the Schedule of Charges for which you are to pay quarterly in advance.
'you' or 'the Customer'	means the customer which is entering into this agreement.

3. Acceptance and Term

Acceptance of your order for the Services shall occur on the earlier of the Date of Installation and the date of appointment for an 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. Use of Customer Equipment

4.1 We shall try to make the Destin8 Network and the Services available to you on the Customer Equipment by the date we have indicated to you, but time is not of the essence and we will not be liable to you if we fail to do so.

4.2 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 the Customer Equipment or by your use of Destin8.

4.3 You will not connect the Customer Equipment to Destin8 without the prior consent of MCP.

5. Provision and Use of Services

5.1 the Services will be implemented by us as soon as reasonably practicable after the Date of Installation. 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 require you to modify or replace any part of the Customer Equipment used to facilitate the provision of the Services.

5.3 We may at our sole discretion:

5.3.1 In an emergency suspend the Services temporarily in order to provide or safeguard Services; or

5.3.2 Temporarily suspend the Services for emergency or preventive repair, maintenance or improvement of Destin8 or any of our data communication systems.

5.4 Before doing anything described in clause 5.3 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.

5.5 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 5.6.

5.6 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.

5.7 Without prejudice to the generality of clause 5.5 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.

5.8 You will:

5.8.1 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.

5.8.2 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.

5.8.3 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.

5.8.4 Only use the service or services in accordance with our instructions all as may be amended from time to time.

5.8.5 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.

5.8.6 Indemnify us against any liability which may arise out of your failure to comply with the terms of clause 4.6, or this clause 5.8 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 5.8.5 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.

5.9 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 Customer 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 or any liability that cannot be excluded as a matter of law, 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 twice the annual Charges incurred during the year prior to the event in question, 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 any equipment belonging to us 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 or winding up 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 receive 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 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 Services

12.1 We may at our discretion elect to suspend the 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 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 Services 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. Data Protection

15.1 MCP and you will each comply with all applicable requirements of the Data Protection Legislation. This clause 15.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

15.2 MCP and you each acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and MCP is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule 1 (Part A) sets out the scope, nature and purpose of processing by MCP, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.

15.3 Without prejudice to the generality of clause 15.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to MCP for the duration and purposes of this Agreement.

15.4 Without prejudice to the generality of clause 15.1, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:

(a) process that Personal Data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process Personal Data (Applicable Laws). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

(b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(d) not transfer any Personal Data outside of the European Economic Area unless we have obtained your prior written consent and the following conditions are fulfilled;

(i) you or we have provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;

(e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify you without undue delay on becoming aware of a Personal Data breach;

(g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate our compliance with this clause 15.4 and allow for audits by you or your designated auditor.

15.5 You consent to us appointing those entities listed in Schedule 1 (Part B) or such other entities as we shall otherwise notify to you from time to time as third-party processors of Personal Data under this Agreement. We confirm that we have entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 15.5. As between you and us, we will remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 15.5.

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.

SCHEDULE 1

Part A

Scope of processing to be undertaken
The processing to be undertaken shall be limited to that which is necessary in order to facilitate your use of Destin8

Nature of processing to be undertaken
The processing shall comprise the storage and transfer of Personal Data via the Destin8 system and the Services

Purpose of processing
The processing shall be undertaken to enable the efficient communication of information via the Destin8 system and the Services

Duration of the processing
The processing shall continue for the duration of the agreement

Types of personal data
Names, contact details, employer details, job role details

Categories of data subject
1. Employees
2. Customers
3. Suppliers

Part B

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