

CONTROL GROUP

TERMS AND CONDITIONS FOR ARCHIVE STORAGE

Please read these terms and conditions carefully, the contents of which sets out provisions limiting the Company's liability and provides for an indemnity by you, the Customer, in certain circumstances.

These terms and conditions are applicable to the trading division Data Control and are honoured and presented on behalf of the aforementioned by Control Group UK Limited.

This Framework Agreement is made on the date show above by and between **Control Group UK Limited**, whose registered office is Atlantic House, Michigan Drive, Tongwell, Milton Keynes, MK15 8HQ, registered in England , under company number 1923397 "The Company"

And

the "Customer".

1) Definitions and Interpretations:

a) In these terms where the context permits the following expressions shall have the following meanings:

"Consignment" means any number of containers/material including, without limitation, boxes, files, paper, documents, film, magnetic media or other items of like material and where appropriate shall include office equipment and furniture which are, or are intended to be collected by the Company, from any one Customer premises at any one time;

"destruction/destroy/destroyed" means the shredding, pulping, hogging, dismembering by which the Consignment is disposed of, as determined by the Company in its absolute discretion;

"Customer" is either the owner or authorized agent of the owners' goods or property in respect of which the Company undertakes to do work and he makes the contract on his own behalf and with the authority of such owner.

b) The headings contained in these terms and conditions are for the purpose of convenience only, do not perform part of this Agreement and do not affect its construction.

c) References to "person" or "persons" shall where the context so admits include individuals, companies, partnerships and any other bodies.

d) This Agreement comprises of these terms and conditions and the agreed Contract and shall be interpreted in accordance with any define terms contained in the Contract.

e) Start date shall mean the date that the annual contract for services was renewed.

2) Services:

a) Control Group UK limited ("the Company") (registered no. 1923397) will with effect from the start date provide document/data/contingency archiving (the Service) in accordance with the terms and conditions. The Company shall at all times use reasonable care and skill in performing the Service.

b) The Service shall include upon request the supply by the Company to the Customer means of storing/transporting the archive materials.

c) The Company may at any time return or refuse to accept the Consignment, or any part thereof if, the Company in its absolute discretion, determines the Consignment unsuitable for handling or storing.

d) The Company shall collect the Consignment from the Customer's Premises on dates and at times to be agreed with the Customer. Collection dates and times are only estimates.



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- e) All Consignments shall be the responsibility of the Customer until collection by the Company is deemed complete.
- f) Upon collection the Customer shall sign a transfer note in respect of the Consignment collected or in the event that un-manned collection is requested a receipt of removal will be left as directed, in both cases either document will act as a transfer note that shall be prima facie evidence of the Consignment.
- g) The Customer shall provide the Company with reasonable notice of its desire to receive a Consignment from store and for collection/delivery by the Company. Customer shall sign a transfer note in respect of the Consignment delivered. On short notice being given, the Company will use their best endeavours to retrieve the Consignment within the required time.

3) Charges:

- a) As a condition to the Company's provision of the Service, the Customer shall without deduction or set-off pay to the Company the charges as set out in the Quotation or Contract to this Agreement.
- b) The Company shall be entitled to revise the Charges at any time upon one month's written notice to the Customer.
- c) All Charges are exclusive of Value Added or similar taxes thereon, which shall be payable by the Customer at the applicable rate when such charges are due.
- d) Invoices are payable by the end of the following month from receipt by the Customer.
- e) Without prejudice to any other rights it may have the Company shall be entitled to charge interest on any amounts outstanding from the due date up to the date of actual payment, before as well as after judgement at the rate of 2% per annum above the base rate of National Westminster Bank PLC from time to time or at the statutory rate if greater otherwise provided by the pursuant to the Late Payment of Commercial Debts (interest) Act 1998. Such interest shall accrue on a daily basis and be compounded quarterly.
- f) The Company shall maintain security standards in line with its proposal to the customer, to protect the confidentiality of any goods and Consignments handed into the custody of the Company.
- g) All monthly storage rates and archive management fees will be set out in the initial quotation / proposal.
- h) The Company shall continue to charge storage costs for items being stored and subsequently recalled by customers until CGUK receive confirmation that the item has been removed permanently, at which point the Permanent Withdrawal Charge will be applied at £0.75 per item, unless otherwise specified in the initial quotation / proposal.
- i) If the Customer shall seek to terminate the Services the Company shall be entitled to make a reasonable charge for cancellation in addition to the Archive Management Charges. The storage Termination Charge will be £2.50p per item, unless specified at different rates in the initial quotation / proposal.
- j) The Charge for same day delivery is calculated around a maximum Consignment of five boxes thereafter the Company is entitled to Charge again for every Consignment upon this same understanding.
- k) The Company shall collect the initial intake of archive, and supply bar code labels (if needed) free of charge. This is subject to an agreed minimum storage period. Should archive be removed before the agreed term, then a fee of £2.00 per item will be charged to cover the initial intake collection (as well as all other generated charges), unless otherwise specified at different rates in the initial quotation / proposal.
- l) A 'new item intake fee' will apply to all items submitted for storage at the initial booking in stage. This will be levied at £0.75 per Standard or Extra Large box and £0.25 per file or data tape, unless otherwise specified at different rates in the initial quotation / proposal.

4) Insurance and Limitation of Liability:

- a) The Customer acknowledges that the value of the Consignment and also the amount of any loss, which might arise from loss of or failure to destroy the Consignment, are better or only known to the Company and this might be disproportionate to the Company's Charges.
- b) The Company is not able to obtain insurance giving unlimited cover for this risk and it is likely to be more expensive for the Company to obtain specific cover than if the Customer were to do so.
- c) The Customer acknowledges it is difficult to investigate claims unless received without delay and the Company is concerned to keep down its Charges.



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- d) The Customer agrees that in view of these factors it is fair and reasonable for the Company to exclude and limit its liability as provided in this Agreement.
- e) Any claims for loss or damage attributable to the Company shall be made:
 - i) In respect of loss or damage to Customers property boxes or Consignments within 14 days of the handing over process.
 - ii) In respect of damage to premises such damage must be pointed out to the Customers representative by telephone and confirmed in writing to the Customer within 48 hours.
- f) The Company shall in no circumstance be liable to the customer for any damage or loss as a result of a breach of this Agreement or otherwise for:
 - i) Indirect or consequential loss or damage.
 - ii) Loss or damage caused by any loss, damage or deterioration of goods due to the natural deterioration of goods or print used on them.
- g) The liability (if any) of the Company in respect of loss shall be limited to £1.00p per item.
- h) The Company is not a common carrier and does not hold itself as a common carrier, nor does it contract as such.

5) Termination:

- a) The provisions of clauses 5.b and 5.c shall apply in the event of:
 - i) Either the Company or the Customer materially or persistently failing to fulfil any of its obligations hereunder and, where such failure is capable of remedy, failing to remedy the same within 30 days of written notice from the other requiring such remedy; or
 - ii) Any monies due from and payable by the customer hereunder remaining unpaid for a period of 28 days; or
 - iii) Any distress, execution or charging order being levied or threatened upon any of the goods or property of the Customer; or
 - iv) Either the Company or the Customer being bankrupt or, being a company, entering into liquidation or having a receiver appointed over it or any of its assets or undertakings or having an administration order made in respect of it or otherwise being subject to insolvency proceedings or making any deed or arrangement with or composition for the benefit of any of his or its creditors;
- b) The innocent or unaffected party may by notice in writing to the other immediately terminate this Agreement but without any prejudice to any rights of such innocent or unaffected party against the other existing at the date of termination.
- c) Without prejudice to any other rights it may have, upon the termination of this Agreement for any cause whatsoever, the Customer shall immediately pay to the Company all Charges and other monies due to the Company at the date of its termination.
- d) Either party may terminate this Agreement upon 3 months prior written notice, unless a different period is specified as part of the initial quotation / proposal.
- e) All termination fees are listed above under 'Charges'.
- f) Withdrawal of archive at point of Termination / End of contract will be done at 250 boxes or 500 files / tapes per day.

6) Warranties and Undertakings:

- a) The Customer warrants and undertakes that the Consignment is not dangerous to and will not contaminate persons or property and the Company shall not need to take any unusual safety precautions in handling the Consignment.
- b) Where the Services involve the archiving of material bearing personal data:
 - i) The Customer appoints the Company as a data processor to archive the data for the purposes solely determined by the Customer on the Customer's behalf.
 - ii) The Customer warrants and undertakes that the personal data is being processed in accordance with the Data Protection Act 1998.
 - iii) The Company confirms it acts only on the instructions of the Customer in respect of such data on the terms set out in this Agreement.
 - iv) To satisfy the requirements of principle 7 the Company shall ensure that the following security procedures are in place which the Customer acknowledges are sufficient for its purpose:
 - (1) If requested by the Customer the Company shall supply secure storage units.
 - (2) Provision of secure transportation to the place of storage; and
 - (3) A safe and secure environment for the Consignment until archiving is complete.
 - v) In the event that for these purposes the Company is deemed to be a data controller in respect to the Customer's data, then the parties acknowledge that the Company is a joint data controller only and



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the Customer warrants and undertakes to comply with the obligations of the data controller both for itself and on behalf of the Company with the sole exception that the Company shall be responsible for:

- (1) The security of the personal data whilst in the Company's custody and control in accordance with the provisions of this Agreement (which the Customer confirms are sufficient for its purposes);
- (2) Determine the method by which the personal data is destroyed.

7) **Force Majeure:**

The Company, its officers, servants or sub-contractors shall not in any circumstance be in breach of this Agreement or be liable for any loss or damage to the Customer or any person arising directly or indirectly from or in consequence of any circumstances beyond their reasonable control, including without limitation strike, lockout, industrial action, extreme weather, terrorism, fire, failure of third party suppliers, or utilities, traffic congestion, mechanical breakdown or obstruction of any public or private road, or for any expenses whatsoever resulting or arising therefrom and any of the obligations of the Company hereunder in respect of the Services shall be suspended during such period of force majeure accordingly.

8) **Sub Contracting:**

No obligation will be taken by the Company at its own expense of any sub-contractor in the performance of the services hereunder.

9) **General:**

- a) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties with respect thereto.
- b) Each party acknowledges that, in entering into this Agreement it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein.
- c) If any provision of this Agreement is held by any Court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- d) No variation, extension or cancellation of the expressed terms of this Agreement (other than the Contract) shall be binding on the Company unless and until it is confirmed in writing under the hand of a Director of the Company and, for the avoidance of doubt, it is declared that no person other than such Director has authority to negotiate or enter into any commitment on behalf of the Company the effect of which would or might, but for this present clause, involve the Company in any legal liability whatsoever.
- e) This Agreement shall be governed by and construed in all respects in accordance with the laws of England, and each party hereby submits to the non-exclusive jurisdiction of the English Courts.
- f) Any notice required to be given under this Agreement shall be served by first class pre-paid post or personal delivery, in the case of the Company, to the address contained in the Contract and in the case of the Customer to the address contained in the Contract or such other address within the United Kingdom as either party may notify in writing to the other. Any notice by post shall be deemed to have been served 48 hours after it has been posted and any notice given personally shall be deemed to have been served when delivered. If by this condition a notice shall be deemed to have been served other than between 9.00am and 5.00pm on Monday to Friday inclusive (other than any statutory bank or public holiday), it shall instead be deemed to have been served at 9.00am on the next following such day.
- g) The rights and remedies of the Company shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time or by any failure or delay by the Company in asserting or exercising its rights or remedies.
- h) The Company and the Customer shall not be entitled to assign, transfer, charge or deal in any way the benefit and burden of this Agreement without the prior written consent of the other party.
- i) The Customer shall have the right to inspect the Company's premises and audit its own Consignments twice a year. Customer shall give at least ten working days notice by fax or email to The Company. Customer may only perform an audit during business hours.

10) **Barcode:**

- a) The Company will issue the Customer with an account code, this will be printed onto each barcode label, followed by a box number. Box numbers will start at 1 and proceed upwards. The Company will supply the Customer, without charge, bar-code labels, to be stuck on either boxes or files. The Customer or Company will then log the contents of each box or file against the barcode.
- b) When boxes or files are collected, the barcode is scanned by a member of Control Groups staff, and a receipt is issued. The receipt states how many boxes/files have been collected, on what date, what time, and by whom. This is acknowledgement that the Company have taken responsibility of the boxes or files into storage.



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11) Box / File Retrieval:

- a) To order a box or file for delivery, the Customer should contact the Company via telephone, email, or logged via our website, and state the barcode number. For next day delivery the cut off time is 16.30pm.

12) Invoicing:

- a) Invoices are sent at the end of each month.
- b) There is no annual or pro rata up front charges.
- c) There is a minimum invoice charge of £20.00p
- d) Invoices are sent out via email or other electronic media.

Signed by the Company

Date

Title

Signed by the Customer

Date

Title



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