

## Terms & Conditions

### 1. Definitions

- 1.1. The following words and expressions have the following meanings, unless they are inconsistent with the context:
- (a) "Agreement" means the contract made between you and us for the provision of the services to which these terms apply;
  - (b) "Schedule of Charges" is a part of the agreement and specifies the charges relating to the agreement;
  - (c) "Archive or Archives" means standard storage formats provided by us for the storage of your records. The particular Archives chosen by you will be set out in the Agreement and we reserve the right to insist upon particular specifications of Archives to be used in this Agreement in our professional opinion and absolute discretion;
  - (d) "Storage Unit" (SU) refers to the type of archive being stored: C1 sized box, C2 sized box, custom sized box, file, media, furniture, bay or other as specified;
  - (e) "Allocation Level" means the agreed quantity of archives for each Storage Unit as specified in the agreement;
  - (f) "Date Specified" means the date specified in the Agreement;
  - (g) "Agreed Term" means the initial duration of the agreement as specified in the Agreement, or any such extension to the initial term as allowed for in these terms;
  - (h) "Records" means papers, files, documents and magnetic tapes or any other record or material of any information in any form including digital;
  - (i) "Premises" means the place or places where Work is to be performed and shall include all lifts, staircases, and fixtures and fittings;
  - (j) "Work" means the removal, transportation, lifting, handling, or storage of the Records and to any other services rendered to you by us;
  - (k) "Permanent Withdrawal" means the removal of an Archive or Archives from the database where an ongoing contract exists for the remainder of the Archives being stored;
  - (l) "Permanent Removal" means the removal of all Archives following termination of the agreement;
  - (m) "We, our and us" means Paperflow Ltd a company (registered in England under co. no 1268438) and whose registered office is at 20 Bugsbys Way, London, SE7 7SJ and Paperflow Ltd trading as SAMStore;
  - (n) "You" means the customer or the customer's employee or any agent acting on the customer's behalf.

### 2. Term

- 2.1. The Agreement shall commence from the later of, either the Date Specified in the Agreement, or the date the Records are first collected or delivered to us for storage as per the storage date registered in our database. The agreement shall run for the period as specified in the Agreed Term in the Agreement, or if not specified for a period of one year.

### 3. Rates

- 3.1. We will provide all necessary services for collecting and receiving the Records into our Premises, including storage, handling and delivery to you or to your designated agent, at agreed rates or in accordance with the Schedule of Charges which will be subject to amendment from time to time.
- 3.2. The charges for work differ between Standard and Deep Storage. Charges will vary depending on whether the Archives are stored in Standard or Deep Storage.
- 3.3. Cessation charges will be due upon the Permanent Removal of all of your Archives. Upon Permanent Removal cessation charges then standing will apply.
- 3.4. All payments are due in advance whether for specific work or for storage. We reserve the right not to carry out the service agreed if the required cost has not been paid by you. A waiver of this requirement on any particular occasion does not amount to a variation of the contract and we reserve the right to insist upon this requirement in respect of other Work requested by you.
- 3.5. Upon receipt of your Archives, it may be necessary for us to re-box your materials into our standard size boxes and/or to re-label Archives in accordance with our system requirements. We reserve the right to do this at our discretion and in accordance with our business practices and general experience. You will be notified of any charges before the work is undertaken but the work cannot be undertaken until the payment is made.
- 3.6. We reserve the right to raise our prices and we will notify you accordingly. If we raise our prices by more than 10% in a 12 month period then you have the right to terminate this agreement. See paragraph 10.5. If written notice of termination is not received within one month of the date of notification you shall be deemed to have accepted the increased rates with effect from the date of the notification and you shall be liable for the increased charges accordingly.
- 3.7. The charges as specified in the Schedule of Charges in the Agreement are agreed by us based upon the expectation that storage volumes will not decrease appreciably during the Agreed Term of the Agreement. If the quantity of Archives stored is reduced to less than 75 percent of the

Allocation Level as specified in the agreement, we may at our discretion charge a minimum storage rate based on a storage quantity equal to 75 percent of the Allocation Level as specified in the agreement or, provide written notice of a change to the Schedule of Charges.

- 3.8. The allocation level may be increased during the Agreed Term effective from the next billing cycle by notifying us in writing of the increased allocation level required. The requested allocation level is not considered effective until acknowledged by us and may be subject to an administration charge and/or renewal of the Agreement.
- 3.9. Charges for the storage of archives may be made based on the Allocation Level specified in the agreement, or the actual quantity registered at the time of billing, as specified in the Schedule of Charges. Charges for the storage of archives are made quarterly in advance. Any new archives received during the quarter will be invoiced for storage at a pro-rata rate for the remainder of the current quarter on a monthly basis.
- 3.10. In the event the quantity of archives stored exceeds the Allocation Level for a particular Storage Unit, then the excess quantity of archives will be charged at the Excess Storage Rate as specified in the Schedule of Charges. For billing purposes, storage charges are calculated, as applicable, in the following sequence: excess storage charges, shallow storage charges, deep storage charges.

### 4. Use of electronic systems

- 4.1. Any access details supplied to you, including username and password, are confidential and personal to you and it is your responsibility to keep them safeguarded.
- 4.2. In the event you suspect that an unauthorised third party is using your access details without your consent you should notify us immediately.
- 4.3. You shall be responsible for all charges incurred through the use of any electronic systems, including internet facilities, when access is obtained through the use of your access details, save for charges incurred as a result of unauthorised third party use after we have been notified.

### 5. Scope for work

- 5.1. Unless otherwise agreed with us, our normal working hours shall be between 9.00 a.m. and 5.30 p.m. Mondays to Fridays excluding public holidays. In this Agreement we describe these working hours as Business Days. Standard retrieval of records shall be carried out by us no later than close of business the next Business Day following your request. An urgent retrieval shall be carried out at a time agreed between both parties. Urgent retrievals shall be subject to specifically agreed rates which must be agreed before any work is undertaken, unless specified in the Schedule of Charges.

### 6. Inventories

- 6.1. All inventories supplied by us shall be deemed correct and complete unless you notify us of any queries within 7 Business Days of our having sent the inventory to you.
- 6.2. We shall not be liable for any loss or damage arising directly or indirectly in respect of any discrepancy, error or omission from inventories supplied by us and in the event of a discrepancy, error or omission you must notify us in writing stating the nature of the discrepancy, error or omission within 7 Business Days of our posting the inventory to you.
- 6.3. We shall produce a condition report regarding the nature or the quality of the Records at the time of delivery or collection. All condition reports shall be deemed accurate if you are not present at the time of delivery or collection. Any dispute must be noted on the condition report by you at the time of delivery and collection.

### 7. Status

- 7.1. We are not a common carrier and nor do we hold ourselves out as a common carrier, nor do we contract as such.

### 8. Ownership

- 8.1. You represent and warrant by entering into this Agreement that:
- (a) you are the owner or the authorised agent of the owner of the Records and;
  - (b) you enter into this Agreement as the owner of the Records or the authorisation agent of the owner of the Records
- 8.2. In the event you become aware of any third party interest in the Records you agree to notify us in writing immediately.
- 8.3. A charge will be levied for the changing or replacement of any Archive.

### 9. Quotations

- 9.1. We may provide a quotation on request and the Quotation will remain valid for 30 days from the date of issue provided that the Work is commenced within those 30 days.
- 9.2. We may amend our Quotation if:
- (a) the Quotation is not accepted we may provide you with a new quotation; or
  - (b) you ask us to carry out other work, in which case we may provide you with a further Quotation; or
  - (c) you ask us to collect or store additional Records or to carry out additional work in connection with the original quotation. In such circumstances you

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- must inform us as soon as possible after receipt of the Quotation so that we can notify you of the additional charge. In the event you inform us on the day of collection, the additional Records will be collected and the additional work will be carried out on the same day and we will notify you forthwith of the additional charge; or
- (d) the quotation is unsuitable due to a change in the amount, type and/or nature of the Records to be stored or if you change part or all of your records between shallow storage or deep storage; or
  - (e) additional resources or services are required because of unforeseen access difficulties or as a result of compliance with health and safety requirements. Any additional resources or services will not be provided until a further quotation has been agreed with us; or
  - (f) there is a delay, interruption, or postponement of the Work or any part of it due to circumstances outside our control; or
  - (g) you require inspection facilities whilst the Records are in store; or
  - (h) the Work is carried out outside our normal business hours at your request, unless agreed by us in writing before the date of the Quotation; or
  - (i) our overheads or operating costs are increased as a result of increased taxes (direct or indirect), road or other tolls (except parking penalties), increased fuel costs, or similar circumstances beyond our control or
  - (j) We agree in writing to increase the limits of liability set out in clauses (14).

#### 10. Termination

- 10.1. You may terminate this Agreement by giving us not less than 90 day's written notice, to terminate either on the expiry of the Agreed Term effective from the Date Specified in the Agreement or, if no date is specified in the Agreement, on the anniversary of the first collection or delivery of Archives to our premises. Any space which continues to be occupied during or after the notice period will be charged for at a level not in excess of the Excess Storage Rate specified in the Schedule of Charges. In the event that no notice is received on any of the dates mentioned above then the contract is deemed to have automatically been renewed for a further twelve month period.
- 10.2. Either party may terminate this Agreement immediately upon giving notice in writing to the other if either party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver or administrator, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is wound up or liquidated.
- 10.3. Upon termination of the agreement you will be liable for costs incurred for Permanent Removal of all your property at the current rate then standing.
- 10.4. On termination the following provisions shall apply:
  - (a) we shall no longer be obliged to fulfil any obligation hereunder and shall not be obliged to refund you any payment made to us;
  - (b) all outstanding invoices, subscription charges and any invoices raised or subscription charges due after termination in relation to the Work post or prior to termination shall be paid forthwith;
  - (c) You shall remove all your Records or any part thereof from a collection point designated by us. We will provide a schedule for collection of your Records. We will continue to levy storage charges until the Records are removed;
  - (d) All or any liability we may have shall cease upon termination of the agreement.
- 10.5. In accordance with paragraph 3.6, if we increase our prices by more than 10% in any 12 month period, then you have a right within one month of receiving notification of the price increase to terminate this Agreement. You must terminate it in accordance with this clause and give not less than 3 months written notice. Your existing charges will remain in place for the remainder of the contract. All other terms and conditions will continue to apply.
- 10.6. Should the level of archives physically remaining in storage fall below 30% of the Allocation Level, then We have the right to terminate the agreement with You. Charges for the termination of the agreement shall become due as specified under clause 10.

#### 11. Routes and method

- 11.1. You agree that we may:
  - (a) Interchange the Records between vehicles and warehouses or other premises from time to time;
  - (b) Select the route, means, and location by which the Records shall be carried or stored;
  - (c) Employ sub-contractors and if we subcontract any of the Work any subcontractor shall be a third party to this agreement within the meaning of the Contracts (Rights of Third Parties) Act 1999;
  - (d) Be free to pack, re-pack or rearrange your Records at your expense, upon your prior written agreement.
  - (e) Request a requirement for a suitable loading/unloading area or adequate parking for vehicle. Any costs incurred by us including but not limited to parking tickets incurred as a result of inadequate loading/unloading or parking facilities shall be paid by the Customer unless prior alternative arrangements have been made with us in writing.
- 11.2. You warrant to us that:

- (a) Staircases, doorways, windows and lifts at your premises and the means of entry to and exit there from may each be used to permit the work to be done and shall be free from obstruction;
- (b) There are suitable and practicable road and approaches free from any obstruction for the Company vehicles;
- (c) The Work can be done without interruption.

#### 12. Hazardous records

- 12.1. You agree not to submit for removal or storage anything, which is dangerous, damaging or explosive, or anything, including food, likely to encourage vermin or pests. You will indemnify us against all claims made and for loss or damage that we or someone else may suffer through the presence of such items or substances amongst your Records. We may, return the same item or substance or any part of it to you if we decide that the item or substance is unsuitable for storage and you will indemnify us for all charges including retrieval of the Archive and return to you. We shall be under no further liability to you in respect of the Records returned.

#### 13. Delays

- 13.1. We will use all reasonable endeavours to perform the Work within an agreed time. We shall not be liable for any loss or damage (whether direct or indirect or of a consequential nature) resulting from our failure to perform the Work within an agreed time. Further, we shall not be liable for any delays in respect of circumstances outside our control which shall include, without limitation, accidents to or breakdowns of vehicles, machinery, or lifts, adverse weather conditions, labour disputes, the effect of parking, waiting, loading or unloading regulations or restrictions or the act or omission of a telecommunications operator or internet service provider.
- 13.2. If we are delayed in completing the Work as a result of circumstances beyond our control you agree to grant an extension of time to allow us sufficient time in which to complete the Work. You agree to pay any additional charges incurred to complete the Work as a result of delay or postponement of the Work.

#### 14. Limitation of liability

- 14.1. Unless otherwise agreed with us in writing in advance or as stated in this Agreement, if we are negligent or in breach of contract:
  - (a) we will pay you the salvage value of the Records to a maximum value of £20.00 per tonne or proportionate part thereof; or
  - (b) a higher limit of liability agreed with you in writing prior to the Work commencing.
- 14.2. Our liability in respect of damage to premises shall be limited to £200 per premises or a higher limit of liability agreed between both parties, in writing before the Work commences.
- 14.3. Neither party shall be held liable for indirect, incidental, punitive or consequential damage under this agreement.

#### 15. Exclusions of liability

- 15.1. Except in respect of death and personal injury caused by our negligence or as expressly provided in these terms, we shall not be liable to you or any third party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement or otherwise, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our negligence or the negligence of our servants or agents or otherwise) which arise out of a connection with the Work including without limitation:
  - (a) fire; or
  - (b) the accidental erasure of computer or word processor data and/or similar information stored on tapes, disks and the like; or
  - (c) Records that are packed or unpacked by you, your employees or others; or
  - (d) Records that are removed from or delivered to unattended or unoccupied premises or where there are third parties present; or
  - (e) damage caused by vermin, moth or other infestation; or
  - (f) loss or damage or delays caused by terrorist action, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, insurrection or military coup, wear or tear, gradual deterioration, leakage or deficiency of articles of a perishable or leaky nature, acts of telecommunications operators or internet service providers, acts of God, or any other circumstances beyond our control; or
  - (g) breach of confidentiality howsoever caused; or
  - (h) the handing over by us of any Records to authorised Officers of the Law or of the Courts; or
  - (i) Instructions supplied by you which are incomplete, incorrect, inaccurate, ambiguous, illegible, out of sequence in the wrong form or arising from their late arrival or non-arrival. Please note that we reserve the right not to act upon any instruction unless we are satisfied what is being required of us. Any delay caused by clarifying or checking instructions is also excluded by this clause; or
  - (j) The interruption or cessation of any electronic systems;

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- (k) any error on the part of a person authorised by you to collect or select the Records to be collected or delivered.
- 15.2. It is your responsibility to:
- (a) obtain fire or other insurance to cover your Records against fire or such other risk as you consider to be appropriate bearing in mind the nature and value of your Records;
  - (b) back up all electronic data on appropriate media and (if you decide it is necessary) make alternative transport or storage arrangements for such electronic data.
- 16. Time limit for claims**
- 16.1. The following claims in respect of specific loss or damage must be notified to us in writing within the respective time limits.
- (a) If you believe your Records are lost or damaged you must notify us in writing within 14 days of the due date for delivery of the Records;
  - (b) If your Records are removed from our premises by you or a third party acting on your behalf any loss or damage must be recorded at the time the Records are checked against the inventory;
  - (c) In the event you allege we have damaged your premises you must notify us at the time of the alleged damage by recording it on the delivery or collection sheet at the time your Records are delivered or collected.
- 16.2. Alternative time limits may be agreed in writing with us prior to the commencement of the Work.
- 16.3. Where it is alleged that Records are damaged or incomplete, you must retain the Records as received by you for a period not less than 7 business days after we have received your notification in writing alleging damage or loss. We will contact you immediately upon receipt of a claim to notify you that we are aware of it. You agree to allow us access to the Records on a mutually convenient date within the 7 business day period to enable us to inspect the Records ourselves to ascertain the nature and extent of your claim.
- 17. Withholding payment**
- 17.1. You agree not to withhold payment on the grounds that you have a claim against us or at all.
- 18. Charges and payment**
- 18.1. Subject to any special terms agreed in writing with us, all charges for collection and/or receiving the Records into store or services undertaken shall be in accordance with the current schedule of charges at the date of the relevant invoice.
- 18.2. The storage charges are due quarterly and are payable in advance, the first payment on commencement of the Agreement and thereafter the charges for each successive quarter shall be payable in advance of that quarter. Storage charges for a period less than a quarter shall accrue on a weekly basis or part thereof.
- 18.3. Unless otherwise stated, all other charges are due monthly and payable immediately.
- 18.4. We reserve the right to change our terms of payment as set out above and may even require payment in advance whether by nature of the contract or the work in our reasonable opinion justifies requiring payment in advance.
- 18.5. We reserve the right to charge interest at 4% per annum above the base rate of HSBC Bank plc from time to time in force on any late or overdue payments.
- 19. Lien**
- 19.1. If you fail to make a payment when it becomes due we shall have the right to retain your Records until payment is made and to claim from you for the resultant costs and expenses of storing or removing the Records. We will not release your Records until all late or overdue charges are paid in full.
- 20. Power of sale**
- 20.1. In the event that payment for storage is more than 12 weeks overdue we shall issue a notice in writing requiring you to pay all debts and collect all Records from us at a collection point designated by us within 30 days of the said notice.
- 20.2. If you fail to remove the Records we may sell or otherwise dispose of all or part of them without further notice. The proceeds of sale shall be credited to your storage account or against any other payments due to us. The balance will be paid to you without interest within 14 days of the sale of the Records. You will be responsible for any costs incurred by us in selling or disposing of the Records. If we elect to sell or dispose of part of the Records, we reserve the right to continue to charge storage on any Records remaining in store.
- 21. Storage – additional conditions**
- 21.1. Nothing contained in this Agreement requires us to allocate any particular space in our premises for the storage of the Records.
- 21.2. You will provide us with an address to which all communications are to be sent and you will keep us advised of any change of address.
- 21.3. Any person authorised by you either to access or to collect the Records or any part of them shall produce, upon request, proof of their identity and a signed requisition (the requisition to be in a form agreed with us) specifying the Records to be collected. The requisition must be signed by one of your authorised employees or agents.
- 21.4. On receipt of the appropriate requisition we shall prepare an inventory of the Records required. The recipient shall sign the inventory and shall keep one copy as a receipt. The Customer is responsible for ensuring that the recipient passes on the inventory to the relevant person.
- 21.5. You warrant that the Records specified in the requisition for collection or delivery are correct.
- 21.6. We shall not be liable for any loss, damage or inconvenience, including indirect or consequential losses arising directly out of any discrepancy or error of omission contained with the requisition or inventory.
- 21.7. Any notice, demand or other communication sent to you including any inventory shall be in writing and in the English language and shall be deemed to have been served and received the day after posting if sent by first class pre-paid post to the address registered in accordance with clause 21(b) or, if no address is provided, the last address from which you communicated with us.
- 21.8. If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.
- 21.9. These terms constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 22. Monitoring**
- 22.1. Telephone calls and email messages are recorded.
- 23. Jurisdiction and applicable law**
- 23.1. English Law shall apply to this Agreement, and the parties agree to submit to the jurisdiction of the English Courts.