



SECURE DATA MANAGEMENT

TERMS & CONDITIONS

Essential Service

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1. The Company will store at the premises known as Unit F1, Kemble Airfield, Kemble, Gloucestershire GL7 6BA, or Hangar 8, Aston Down, Gloucestershire GL6 8HT, or in such other premises as the Company may decide ("the premises") with the prior written agreement of the Client. The Client may store paper, photographic safety film, magnetic tapes and such other materials as the Company may at its sole discretion accept for the time being (hereinafter referred to as "Goods ") as delivered or collected for storage after the commencement of this Agreement. Goods shall be packed in containers (hereinafter referred to as "Containers") in such manner appropriate to the Goods as the Company and the Client shall mutually agree.
2. This Agreement shall take place with effect from the date of the ordered collection and shall be for an initial period of three (3) months and thereafter on an annual 'roll over' basis unless terminated. After the initial period of three months, the Client may terminate the Agreement only by serving upon the Company ninety days written notice. Storage charges during the notice of termination period will be calculated for the entire ninety-day period based on the quantity of Goods held at the date of written notice to terminate. Goods will be made ready for permanent withdrawal only after full and final payment to the Company of all storage charges.
3. The storage charges detailed in this Agreement will not be increased without prior written notice to the Client. Thereafter all or any of the rates set out in this Agreement may be reviewed on a 12 monthly basis and may be increased upon the Company sending to the Client not less than three month's prior written notice specifying each of the increased rates. Any increase will always be subject to a maximum of 5% or the RPI, whichever is greater. Upon receipt of such notice the Client shall have the option of withdrawing from storage all of the Goods on payment of all charges whatsoever accrued up to the date of such withdrawal, and the withdrawal fee specified in the Company's then current Schedule of Charges, which are available on application to the Company. The Client shall be deemed to have agreed the increased rates in respect of all Goods not so withdrawn before the increase comes into operation and shall be liable accordingly.
4. The Company will provide a retrieval service to the Client of its Goods, subject to the terms and conditions of this Agreement. The retrieval and collection service will be charged at the rates attached to this Agreement and agreed by the Client. The agreed times for deliveries are also detailed within the rate schedule. The Company will be under no liability to the Client for any loss or damage arising out of any failure to collect or deliver within any particular period.

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5. It is a condition of this Agreement that :-
- The Client warrants that it is the owner or legal custodian of the Goods stored by the Company under this Agreement;
 - Such Goods are neither of a dangerous or inflammable nature nor do they have any dangerous characteristics nor do they include or contain any dangerous substances whatsoever and will not contaminate the Company's premises or other Goods stored therein;
 - That the Client is contracting as a principal and not as an agent and that the Client is entitled to deal with the Goods in accordance with this Agreement;
 - The schedule furnished by the Client accurately lists the quantity and identification markings on the Containers delivered to the Company and the Company shall not be liable for any loss, or damage, or inconvenience arising directly, or indirectly out of any discrepancy or error contained in them, or out of any omission from them.
6. The Client and any person authorised (in manner hereafter appearing) by the Client shall by prior appointment be entitled to have access to, or collect, any Goods of the Client stored by the Company under this Agreement during the Company's normal working hours on the ordinary business of the Company which are 9.00 a.m. to 5.30 p.m. on every weekday (Saturdays Sundays and Public Holidays excluded). Any person authorised by the Client, either to have access to, or to collect the Goods, or any part of them, shall produce to the Company's representative at the premises proof of identity.
7. It shall be a condition precedent to any liability of the Company under this Agreement that the Client shall promptly have notified to the Company in writing, by Recorded Delivery Post, any change of address of the Client. Any change of authorised personnel must be notified by fax in the first instance and confirmed by letter signed by authorised personnel.
- a. Any charges for collecting and/or receiving goods into store or for delivering the same attached to this agreement shall be invoiced monthly in arrears and payable by the Client to the Company within 30 days of receipt of invoice.
 - b. For the purpose of this Agreement, the storage charges shall be due in advance each month. The storage charges upon the signing of this Agreement shall be calculated from the date of initial deposit of Goods for a one-month period.
 - c. Storage charges in respect of a period less than a month shall accrue on a daily basis.

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8. The Client agrees to indemnify and hold harmless the Company and its employees and agents for any liability, cost or expense (including litigation expenses and reasonable attorney's fees) arising out of (i) the Company's possession of the Client's Goods, (ii) the characteristics of those Goods, (iii) Client's breach of any terms or provisions of this Agreement, or (iiii) the Company's relations with third parties designated by the Client (such as the Client granting solicitors, auditors or any third party access to Goods held by the Company) unless any of the foregoing are caused solely by the negligence or wilful misconduct of the Company.
9. The value of the Goods stored under this Agreement by the Company for the Client shall be calculated at £1.80p (one pound eighty pence) per square foot (whichever is the lesser) and the Company's liability for any loss of or damage to such Goods shall be limited to that value in respect of each Container or square foot. In any event, the Company's maximum aggregate liability to the Client for all claims of any nature whatsoever is limited to the total value of the goods. This limitation of the Company's liability will apply regardless of the form of action, whether in contract, tort, or otherwise and shall include (for the avoidance of doubt) liability for costs.
10. Any claim made by a Client under the terms of this Agreement must be presented in writing to the Company within a reasonable time, and in any event, no longer than sixty days after return of the Goods to the Client or (if earlier) within sixty days from the Client being notified that loss, damage or destruction to part or all of the Goods has occurred.
11. A notice shall be sufficiently given to the Client, if it is posted by Recorded Delivery Post in an envelope addressed to the last known postal address of the Client, or if it is sent by cable telegraph, telex, or wireless telegraphy to such last known postal address and shall be deemed to have been received by the Client at the time when in the ordinary course of transmission it should have been delivered at the same address to which it was sent.
12. The Company acknowledges that the Client has a proprietary interest in maintaining the confidentiality of any Goods stored by the Company and undertakes that, both during and after the termination of this Agreement, it will not disclose any confidential information pertaining to the nature of any such Goods to any other party. The Company will impose similar obligations of confidentiality relating to such Goods on its employees. All information concerning goods stored by the Client is confidential save that which is already in the public domain or which the Company can show was known to the Company prior to the disclosure or made known to the Company by a third party who had a right to do so and did not impose any subsisting obligation of confidentiality on the Company.

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13. All the terms of this Agreement between the Company and the Client are set out in this Agreement of which these Conditions form part. All other terms, conditions, warranties, guarantees, undertakings or representations howsoever expressed or implied whether statute, common law or otherwise, whether or not arising from conduct, or a previous course of dealing, or trade, custom or usage, or agreed or offered orally, or in correspondence or otherwise, are hereby excluded from this Agreement. No variation of this Agreement is binding on the Company unless agreed to in writing and signed by a Director of the Company.
14. This Agreement, including these Conditions, shall be governed by and interpreted according to English Law.

SECURE DATA MGT

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