

Heads of Terms

The Client	[CLIENT NAME]
	[CLIENT ADDRESS]
The Supplier	Secure Data Management Ltd
	207-209 Southwark Bridge Road, London SE1 0DN
Storage Location	F1, Kemble, Glos, GL7 3JH
Start Date	Client registration date
Initial Period	90 days
Termination Notice	30 days
Increases	maximum RPI after initial period only
Suppliers Liability for total loss	£1.00 per box See T&C
Data Protection and Confidentiality	See T&C
Service Level agreement	See T&C
Schedule of charges (ex-VAT)	
Storage	
Cost to store less than 10 boxes	£15 per month
Cost to store 11-25 boxes	£25 per month
Cost to store 26-50 boxes	£35 per month
Cost to store 51-100 boxes	£45 per month
Cost to store over 100 boxes	£0.40 per box per month
Retrievals	
Collection/delivery	£12.50
Handling Charge	£0.80 per box
Services	
Destruction cost	£2.50
Permanent Withdrawal	£1.00
Supplies	
Standard Archive Box (1.6cf)	£2.50 (Free on signup but payable thereafter)

Terms and Conditions

Liability

The value of the Goods stored under this Agreement by the Company for the Client shall be calculated at the cost of a year's storage per cubic 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.

These Terms and Conditions are subject to Secure Data Management's Data Processing Agreement (DPA)

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.

Data Protection and Confidentiality

1. The Data Processor (Secure Data Management Ltd) shall, in relation to the personal information (as that term is defined under the GDPR) of the Data Controller (the Client), comply with applicable privacy and data protection laws, including Regulation (EU) 2016/679 ("GDPR"), any United Kingdom law implementing the GDPR and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the EU (including in the event of a "no deal Brexit scenario")

2. The Data Processor shall only process the data necessary in the execution of the Services Agreement held with the Data Controller; which is the storage, delivery, collection and handling of boxed archived records, the content of which is unknown to the Data Processor unless otherwise disclosed by the Client (The Data Controller).

3. The Data Processor has appointed an individual (UK Data Protection Officer) who is responsible for all matters related to Data Security and Processing and will supply copies of the Data Processing Agreement (DPA), the SDM Data Protection Policy and any other policies related to Data Security to the Data Controller or authorised authorities on demand.

i. UK Data Protection Contact Details: -

Name: Nicola Peters

Position: Quality and Compliance Manager

Email: nicola.peters@securedatamgt.com

Correspondence address: Hangar 8, Aston Down Airfield, Cowcombe Lane, Stroud
GL6 8HR.

4. The Data Processor has appointed an EU Representative who is the point of contact for all matters related to Data Security and Processing of EU Data Subjects and will supply copies of the Data Processing Agreement (DPA), the SDM Data Protection Policy and any other policies related to Data Security to the Data Controller or authorised authorities on demand.

i. EU Representative Contact Details: -

Name: Claire Trévien

Position: EU Representative (EU Data Protection)

Email: EU.DATA@securedatamgt.com

Correspondence address: [TO BE ADDED WHEN CONFIRMED]

5. The data categories and data subjects are to be determined and disclosed by the Data Controller to the Data Processor only when required in order to provide a dedicated service under the terms of the Services Agreement; including but not limited to, the scanning back to the Data Controller of archived documents stored with the Data Processor and the destruction of items with the expressed permission of the Data Controller.
6. Any deletion of data by the Processor (inclusive of hardcopy data destruction) will only be done with the expressed permission of the Data Controller and carried out in a secure manner and in line with the data retention periods set by the Data Controller.
7. The Data Controller is responsible for providing instructions to the Data Processor for the processing of Special Category or Sensitive Data Subjects.
8. Data will only be processed by the Data Processor under the documented instruction of the Data Controller.
9. The Processor will not engage another processor (a sub-processor) without the controller's prior specific or general written authorisation.
10. The Data Processor has a duty of confidence and must implement appropriate security measures for the protection of all Data provided by the Data Controller, this must be obtained via the employment contracts of all employees of the Data Processor and any Sub-Processors, imposing the same data protection obligations on that sub-processor as are required under the terms of the Services Agreement with the Data Controller. Any sub-processor will provide sufficient guarantees to implement appropriate technical and organisational measures in such a way that the processing will meet with requirements and the obligations of the Services Agreement.
11. The Data Processor agrees and is able to take "appropriate technical and organisational measures" to help the Data Controller respond to requests from individuals to exercise their rights to access any and all data legally requested both in the UK and in the EU.
12. The Data Processor agrees that in the event of a Data Breach, the Data Controller is to be informed immediately within 24 hours of the Breach being confirmed and will cooperate in any and all investigations by authorities and the Data Controller both in the UK (such as the ICO) and the EU.
13. The Data Processor agrees to be audited by the Data Controller for its adherence to the terms of the Services Agreement, providing advanced notice of a minimum of 7 days.
14. On termination of this agreement, at the Data Controller's choice, the Data Processor will delete or return to the Data Controller all the personal data it has been processing for it; and delete existing copies of the personal data unless required by law to retain it.
15. The deletion of data on termination of a contract will be done in a secure manner and in line with retention periods.

Service Level Agreement

The Company will maintain a level of satisfactory service consistent with industry standards as established by recognised records management associations. In addition, the Company is obligated to meet the established service levels as defined below. If the Company fails to meet the service standards, the Client will not be charged for the subsequent storage or service costs incurred associated with the respective materials for which the service standards were not met. The Client and the Company agree to meet regularly to review performance. The Client has a right to notify the Company of non-satisfactory service and require the Company to provide a plan to provide a remedy for notified issues within thirty (30) days.

- The Company will ensure that all inventory system updates for all services (i.e. retrievals, pick-ups, deliveries, container adding or removing) will be completed within 24 hours.
- The Company will achieve 95% on-time performance for all transportation related orders.
- If the Company does not achieve 95% on-time performance for a month, the following months storage will not be charged.
- In the event of the company not meeting the services levels mentioned above for either 3 consecutive months or any 3 separate months in a 12 months period, the client may terminate the agreement without penalty. Upon termination under the services level circumstances, the company will make available at the company's items available for collection free of charge.

Agreement Signatories

.....**Authorised Representative of SDM Ltd**

.....**Print Name**

.....**Date**

.....**Authorised Client Representative**

.....**Print Name**

.....**Date**