



Terms and Conditions

Essential Service

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 months 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 The Client shall be deemed to have agreed the increased rates in respect of all Goods not so withdrawn before the increase comes into operation and shall be liable accordingly.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.
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 email 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.
 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 willful 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. These Terms and Conditions are subject to Secure Data Management's Data Processing Agreement (DPA)
 11. 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 if 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.

12. A notice shall be sufficiently given to the Client, if it is posted by First-Class 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.

13. Data Protection and Confidentiality

- i. 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")
- ii. 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).
- iii. 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 supplied 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.

a. 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.

- iv. 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 supplied 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.

a. 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]

- v. 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.

- vi. 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.
 - vii. The Data Controller is responsible for providing instructions to the Data Processor for the processing of Special Category or Sensitive Data Subjects.
 - viii. Data will only be processed by the Data Processor under the documented instruction of the Data Controller.
 - ix. The Processor will not engage another processor (a sub-processor) without the controller's prior specific or general written authorisation.
 - x. 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.
 - xi. 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.
 - xii. 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.
 - xiii. 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.
 - xiv. 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.
 - xv. The deletion of data on termination of a contract will be done in a secure manner and in line with retention periods.
14. 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.



15. This Agreement, including these Conditions, shall be governed by and interpreted according to English Law.