

STANDARD TERMS AND CONDITIONS OF TRADING (ARCHIVE STORAGE)

The Service: -

Archive boxes are to be identified with unique barcode, collected, stored, recorded, returned or destroyed.

- 1. Definition.** Rapide Reprographics Ltd (Rapide), its assignees and successors in title will provide the archive service. Any other service that Rapide agrees to supply will be charged for separately.
- 2. Conditions.** Any contract between Rapide and the Customer will be subject to all the conditions as set out. No agent is empowered to add or omit or alter the terms and conditions, and no addition omission or alteration will be considered binding unless Rapide has confirmed it in writing. Any subsequent clause appearing on any document issued by the Customer shall not affect the original contract unless expressly accepted by Rapide in writing. Placing an order with Rapide shall be deemed as acceptance of these conditions.
- 3. Ownership.** The ownership of all materials supplied by the Customer to Rapide for storage remains with the Customer. Ownership of archive boxes and tubes supplied by Rapide will pass to the customer upon their price being paid in full but shall be at the risk of the Customer from the time of delivery.
- 4. Price fluctuations.** The quotation is given in good faith but Rapide reserves the right to give 3 months notice of an increase. Any changes will be subject to conditions agreed in our contract. Rapide will give notice in writing to the Customer stating the new charges and the date on and after which the new charges shall become effective.
- 5. Orders.** An order shall be deemed firm on our acceptance of a Customer's written or verbal instructions. A firm order may only be cancelled on terms agreed in writing with Rapide.
- 6. Liability and Insurance.** Only boxes containing paper, files and documents with no intrinsic value may be deposited in Rapide's General Archive Store. Prior to acceptance for storage in Rapide's Security Vault full disclosure of the contents of each box must be made to Rapide. Rapide reserves the right to refuse to accept boxes containing material, which it deems inappropriate for this facility. The Customer will indemnify Rapide in respect of any costs or liabilities resulting from the presence of any material not disclosed or for the inaccurate description of any material disclosed. Rapide reserve the right to reject boxes, which infringe the health and safety weight regulations (as a guideline 15kg)

7. Rapide accepts liability for any negligent acts or omissions on its part or on the part of its sub-contractors servants or agents and for loss caused by fire damaging or destroying boxes in store, provided that Rapide's total liability shall not exceed £100 per ton of content of boxes destroyed or damaged (£1300 per ton in case of damage or destruction in transit) and in no circumstances shall Rapide's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, arising by reason of or in connection with this Contract (except in relation to death or personal injury caused by the negligence of Rapide or its employees while acting in the course of their employment) exceed £100 per ton of content of boxes in store and £1300 per ton of content of boxes in transit and Rapide's liability shall not in any event extend to:
- a. Any increased costs and expenses;
 - b. Any loss of business profit contracts revenues or anticipated savings or;
 - c. Any special indirect or consequential damages of any nature whatsoever and the customer should make its own insurance arrangements accordingly.

"Contracts (Right of Third Parties) Act 1999

Any person who is not a party to this contract shall not be entitled in his/its own right to enforce any of the terms of it pursuant to the Contracts (Right of Third Parties) Act 1999".

8. **Terms of Payment.** Unless otherwise agreed in writing, the "Billing Dates" are 1st day of each month
9. **Overdue Accounts.** If an account remains unpaid for 30 days after the Billing Date, interest will be chargeable at 4% over the HBOS base rate calculated on a day-to-day basis from the Billing Date. Rapide will draw this to your attention in the first week of the following month when an account rendered with added interest will be raised. Boxes will not be returned or destroyed until this account has been cleared.
- If an account remains unpaid for 60 days after the billing date, Rapide at its sole discretion may elect to serve Notice upon the customer requiring the customer to do one of the following:
- a. Remove the boxes within 14 days of service of the said Notice failing which Rapide shall be entitled to destroy all boxes and their contents.
 - b. Deliver the boxes back to the customer at the customer's expense.
10. **Methods of payment.** By cheque, or by credit transfer
11. **Value Added Tax.** All quotations and offers are exclusive of VAT unless otherwise stated.
12. **Provision of Archive Boxes and Tubes.** Files and documents will only be stored in boxes/tubes supplied by Rapide or approved by them. The archive box measures 340mm x 400mm x 275mm and the archive tube measures 900mm x 75mm square. From time to time the box range may be expanded or amended. All items are supplied flat packed and may be ordered from Rapide.
13. **Pick-up.** Collection charges are as specified in our quotation. Collections will be arranged with our staff to suit your requirements. Boxes must be assembled for pick-up near to the loading point. We cannot collect from cellars and attics. Additional labour charges may be incurred for difficult loading conditions. You are asked to place a barcode supplied to you by Rapide on each item to be collected.

14. **Racking.** In store boxes are normally stacked between 2 and 4 boxes high on each rack. They are given a house, row, bin, and rack barcode, which is entered on the box and on the Archives Program against your name. This cross-reference system applies to each of your boxes individually, and will be amended if boxes are moved. It makes speedy withdrawal easy and accurate.
15. **Retrieval Service.** Should you require a box returned, we recommend the use of our on-line request facility. However requests may also sent via fax. Fax requests received by midday will ensure where possible that it is with you on the following working day. Faster returns may be possible in emergencies. Please ask for a separate quotation.
16. **Minimum Contract Term.** Unless otherwise agreed in writing, the minimum contract term for storage will be 12 months from the date of the first collection.
17. **Termination of agreement.** If either party wishes to terminate the Agreement a written notice expiring on a Billing Date, not less than 3 months ahead, shall be given to the other party. Any notice required to be given shall be sufficiently given if properly addressed and sent by post to, in the case of Rapide, its office and, in the case of the Customer, its last known address and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.
18. **Confidential Destruction.** Unless otherwise requested by the customer and agreed by Rapide, boxes shall be recycled for further use via shredding. This process will be given a Certificate of Destruction.

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