

# Terms & Conditions - Betts Envirometal - Storage

We store, provide services and control Your property only under these Conditions of Business ("The Service Agreement").

## 1. Definitions

In these Conditions:

- "Us" means Betts Envirometal and its associate companies as may participate in the performance of the contract. Betts Envirometal is a wholly owned division of Stephen Betts & Sons Ltd
- "You" means the person, firm or corporation for whom the services are undertaken by Us.
- "Containers" means cardboard boxes, cartons or other containers supplied by Us or supplied by You to the specifications approved by Us;
- "Date Specified" means the specified dates when the Service Agreement is due to expire
- "Goods" means all and any information storage media including but not limited to documents, files, paper records, magnetic tapes, rigid and floppy disks, film reels, audio/video cassettes, microfiche and microfilm and all other materials and things provided by You to Us including all related lists, catalogues and indexes, together with all containers and packaging materials used in relation to which are Your property.
- "Premises" means the place or places where the Services are to be performed and shall include all lifts, staircases and fixtures and fittings.
- "Service Agreement" means any agreement between You and Us for the provision of Services of the supply of Containers or materials, comprising these trading terms and conditions and any other terms agreed in writing by the parties and includes any schedules or attachments.
- "Services" means removal, transportation, lifting, handling or storage of the Goods or any other Services described in the Schedule or are otherwise designated in writing by the parties, as varied or added to in accordance with this Service Agreement and also those additional or other services, activities or benefits provided by Us at Our discretion in relation to or arising out of the said Services.

## 2. Quotations

This Quotation is valid as long as the Services are commenced within 30 days from the date of this Quotation. We may amend our Quotation if:

- the Quotation is not accepted or You ask Us to carry out other Services after 30 days, in which case we will provide You with a further Quotation; or
- You ask Us to collect or store additional Goods or to carry out additional Services. In such circumstances You must tell Us as soon as possible after receipt of this Quotation so that We can then notify You of the additional charge. If You tell Us on the day of collection, the additional Goods will, when practicable, be collected and the additional Services will, where practicable, be carried out and We will notify You of the additional charge; or
- the Services vary from that originally quoted for by reason of deficiency or variation of information provided by You or by reason of a variance in the agreed volume of goods to be stored;
- additional resources or Services are required because of an inaccurate verbal risk assessment, unforeseen access difficulties, or as a result of compliance with Health and Safety requirements. Additional resources or Services will not be provided until a further price has been agreed with Us; or
- there is any hindrance, interruption, or postponement of the Services or any part of it caused by You, Your sub-contractor or agent, or caused by circumstances outside Our control; or
- You require inspection facilities whilst the Goods are in store; or
- the Services are carried out outside Our normal working hours, at Your request, unless agreed by Us in writing before the date of this Quotation; or
- Our overheads or operating costs are increased as a result of increased taxes (direct or indirect), road or other tolls, increased fuel costs, or similar circumstances beyond Our control; or
- We incur packing charges or fines when delivering or collecting the Goods from Your premises; or
- We agree in writing to increase the limits of liability set out in clause 13.

## 3. Term

This Service Agreement shall commence from the date the Goods are first collected or delivered to Us for storage until the Date Specified and continue in force until the expiry of the first anniversary. Where there is no Date Specified, the term of this Service Agreement shall be for a fixed period of 12 months (the initial term) from the date when the Goods are first collected or delivered to Us for storage and thereafter for subsequent fixed terms equal to the initial term. Either party may terminate this Service Agreement on either an anniversary of the Date Specified in this Service Agreement or on an anniversary of first collection or delivery of Goods to Our Premises by giving to the other party not less than 90 days prior notice in advance of the next anniversary and in writing. Either party may terminate this Service Agreement immediately upon giving notice in writing to the other party if either party becomes insolvent or reasonably believes that the other party may be 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. Upon termination for whatever reason, you will pay Us a permanent withdrawal fee which shall be specified in Our rates. With the exception of any notified claims, all or any liability We may have will cease upon termination of this Service Agreement.

## 4. Rates

We will provide all necessary Services for the collection and receiving of the Goods into Our Premises, storage, handling and delivery to You or to Your designated agent at agreed rates which will be subject to amendments from time to time. The rates set out in this Service Agreement may be increased at any time upon Us giving You 30 days notice. Upon receipt of the notice You shall have the option of terminating this Service Agreement and withdrawing all Goods from storage having paid all charges which have accrued to the date of completion of the withdrawal together with the permanent withdrawal fee. If the Service Agreement is not terminated before the increase takes effect You shall be deemed to have agreed to the increased rates and shall be liable accordingly. We may make an additional charge or vary Our current prices, where the Services vary from those originally estimated or quoted for, by reason of a deficiency in or variation of the information provided to Us or the provision of further or other Services by Us which in Our opinion are reasonably necessary to properly and safely perform the Services or by reason of a variance in the stated minimum contracted volume. You agree to pay all duties, taxes, levies, charges and impositions of whatever nature which may at any time be enacted or otherwise imposed or levied by any authority in relation to the Services or the Service Agreement

## 5. Scope of the Services

Unless otherwise agreed; Normal working hours shall be 8.30am to 5.30pm Mondays to Fridays excluding public holidays. Extensions to these normal working hours shall be by agreement between the parties. A retrieval shall be carried out no later than the close of business the following business day of the request. An emergency retrieval shall be carried out within a time agreed between both parties. Emergency retrievals shall be subject to specifically agreed rates. We agree to provide and You agree to accept the Services upon the terms of the Service Agreement We may vary the Services and may provide additional Services subject to agreements in writing between You and Us and the provision of such Services is subject to these trading terms and conditions. We reserve the right to determine the manner in which the Services are provided, having regard not only to Our opinion as to the requirements of any particular Services, but also to other Services being provided to Our other clients and Our operations. We may within 7 days of receipt of the Goods return the same or any part thereof to You if We at Our discretion shall decide that the Goods are unsuitable for storage or transit by Us and We shall be under no further liability to You in respect of Goods so returned, or collected in accordance with this clause or as otherwise agreed. You or Your authorised agent may by prior appointment be entitled to have access to a designated collection bay to collect Goods belonging to You and stored by Us under the terms and conditions of this Service Agreement during the current normal working hours excluding weekends and public holidays. Your staff or Your authorised agent shall produce to Our representative proof of their identity together with a requisition specifying the Goods to be collected signed by Your authorised representative or agent. We shall not be liable for any loss or damage arising out of Our failure to collect or deliver within a particular period.

## 6. Customer Information

You warrant the accuracy of any information given to Us and upon which We rely when performing the Services and in preparing any quotation of the requirements and resources necessary for provision of the Services. Further You warrant that You have provided all information, whether concerning the Goods, Your business operations or otherwise, both existing and anticipated, which may be relevant to the Service or Our assessment of the said requirements or resources.

## 7. Inventories

Any inventories supplied by Us shall be deemed correct and complete. We shall not be liable for any loss or damage arising directly or indirectly in respect of any discrepancy, error or omission from them. Any discrepancy, error or omission must be notified to Us within seven days after submission to You. Any condition report prepared by Us as to the nature or the quality of the Goods made at the time of delivery or collection shall be accepted as accurate if You are not present at the time of delivery or collection

## 8. Status

We are not a common carrier and nor do We hold Ourselves out as a common carrier, nor do We contract as such.

## 9. Ownership

By accepting this Service Agreement You declare that;

- You are the owner or authorised agent of the owner of the Goods or property which are subject to this Service Agreement and;
- You make this Service Agreement on Your behalf or on behalf and with the full authority of the owner. You agree to indemnify Us against any claims, charges and demands including legal costs made against Us arising from any claim on the Goods made by any other party. If the other party has or obtains an interest in the Goods. You must immediately notify Us in writing.

## 10. Route and Method

You agree that We may, following notification to You;

- interchange the Goods between vehicles and warehouses or other premises at any time;
  - select the route, means the location by which the Goods shall be carried or stored.
  - employ sub-contractors. If We subcontract any of the Services these conditions will apply to the sub-contractors;
  - be free to pack, re-pack or rearrange Your Goods at Your expense, upon Your prior written agreement.
- You warrant to Us that;
- staircases, doorways, windows and lifts at the Premises and the means of entry to an exit therefrom may each be used to permit the Services to be done and shall be free from obstruction;
  - there is suitable and practicable road and approaches free from any obstruction for Our vehicles, to ensure that suitable vehicle access is available within close proximity of the address and free from parking restrictions. Where parking restrictions exist or are known to exist it is Your responsibility to make necessary arrangements for delivery dispensation with the traffic authorities. We reserve the right to recharge fines incurred through difficult parking conditions or delays caused by You.
  - the Services can be provided without interruption.

## 11. Hazardous

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 any such items or substances amongst Your Goods. We may within 7 days of receipt of the Goods return the same or any part thereof to You at Your cost. If We decide that the same is unsuitable for storage. We shall be under no further liability to You in respect of the Goods returned.

## 12. Delays

We will use reasonable endeavours to perform the Services within an agreed time. We shall not be liable for any loss or damage (whether direct, indirect or of a consequential nature) resulting from Our failure to perform the Services within the 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 breakdown of Our vehicles, machinery, or lifts, adverse weather conditions, labor disputes, the effect of parking,

waiting, loading regulations or restrictions. If We are delayed in completing the Services 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 Services. You agree to pay any additional charges incurred to complete the Services as a result of delay or postponement of the Services.

## 13. Limits of Liability

Unless otherwise agreed with Us, in writing, in advance, or as stated in this Service Agreement, if We are negligent or in breach of contract

- We will pay You the salvage value of the Goods to a maximum value of £20 per tonne (equivalent to £0.25 per Container) or proportionate part thereof; or
- a higher limit of liability agreed with You prior to the Service commencing Our increased liability will be reflected in Our price in accordance with Clause 2(i); or
- 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 Services commence. Our increased liability will be reflected in Our price in accordance with Clause 2(ii)
- We do not know the value of Your Goods. It is Your responsibility to insure Your Goods whilst they are in Our care custody and control.

## 14. Service Performance

In the event of a shortfall in the performance of the Services caused by Our sole default, Our liability shall be limited to one of the following (as We may determine);

- the supply of the Services, subject to the default again; or
- the payment for having the Services supplied again at an agreed cost.

## 15. Exclusions of Liability

We shall not be liable for;

- loss or damage caused by fire: It is Your responsibility to take out fire insurance to cover Your Goods against this risk.
- the accidental erasure of computer or word processor data and/or similar information stored on tapes, disks and the like. You should back up data and software on appropriate media and make alternative transport or storage arrangements for such data and software, unless We have agreed to provide You with media storage under the Service Agreement; or
- loss or damage caused where Goods have been packed by You, Our employees or others; or
- loss or damage where Goods have been unpacked by You or Our employees or others;
- loss or damage if Goods are removed or delivered to unattended or unoccupied premises or where third parties are present; or
- loss or damage caused by vermin providing reasonable steps have been taken to prevent damage by such infestation; or
- loss or damage caused by moth or other infestation; or
- loss or damage caused by terrorism, 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 God, or circumstances beyond Our control; or
- loss of use, loss of enjoyment, loss of profit, loss of contracts, loss of anticipated savings, or any other indirect or consequential loss; or
- loss or damage sustained by You or any third party as a result of breach of confidentiality howsoever caused. Nor will We be liable to You or any third party for the handing over by Us of any Goods to authorised Officers of the Law or of the Courts.

## 16. Time Limit of Claims

You must notify Us in writing of specific loss or damage within the time limit stated below otherwise We shall have no liability fo

- Goods believed to be lost or damaged - within a reasonable period not exceeding 14 days after the due date of delivery of the Goods; or
  - Goods removed from Our premises by anyone other than Us - at the time the Goods are checked against the inventory; or
  - damage to premises at the time of delivery of Your Goods by recording such damage on the delivery sheet.
- Alternative time limits may be agreed in writing with Us prior to the Services commencing.

## 17. Withholding Payment

You agree not to withhold payment on the grounds that You have a claim against Us.

If We are not paid for the Services or for any debt arising in any way associated with the Services, then provided an invoice has been rendered, We may at Our discretion without prejudice to Our other rights;

- exercise a lien (general or particular as the case may be) over any of the Goods; and
- suspend the provision of all or part of the Services.

## 18. Lien

If Our charges are not paid, any Goods will be retained by Us until payment is made. We shall be entitled to charge for storing these Goods. Any costs incurred in removing them to or from store will be met by You. All charges must be paid in full before the Goods can be released.

We shall have a general or particular lien upon all Goods in Our possession for all monies and expenses due from You. If some of the Goods have been delivered, removed, dispatched or sold, the general lien shall apply to any Goods that remain in Our possession. We shall be entitled to raise storage charges and/or other expenses whilst We maintain the lien on the Goods and all these conditions shall continue to apply.

We reserves the right to charge interest on all sums that remain unpaid after the due date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, at the rate of 8% (or whichever rate shall apply at the time) over the current Bank of England base rate, together with the late payment charges as set out in the Act, until payment is made.

## 19. End of Service Agreement/Power of Sale

We shall give You 30 days written notice requiring You to pay all debts, including permanent withdrawal charges. Upon receipt of payment, the Goods will be made available to You at a designated collection point within Our premises in a method and at a daily volume specified by Us.

We will continue to levy charges for storage and any Services undertaken (including any interest) until the Goods are removed, and all these conditions shall continue to apply.

If You fail to remove the Goods, 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. You will be responsible for any costs, including any legal costs, incurred by Us in selling or disposing of the Goods. Any surplus proceeds will be paid to You without interest.

You agree to sell or dispose of part of the Goods, We reserve the right to continue to charge storage on any Goods remaining in store and all these terms and conditions shall continue to apply.

## 20. Payment

- Our charges for the Services are as detailed in the Schedule of Charges annexed to this agreement.
- Storage and service charges are due calendar monthly and will be invoiced together. Storage charges are invoiced monthly in advance and all other Services are invoiced monthly in arrears.
- All charges are payable within 30 days of the invoice date.
- On termination for whatever reason, We require You to pay forthwith all charges due, including permanent withdrawal charges. Upon receipt of payment, the Goods will be made available to You at a designated collection point within Our premises in a method and at a daily volume specified by Us. We will continue to levy charges for storage and any Services undertaken (including any interest) until the Goods are removed and all these conditions shall continue to apply.

## 21. Storage - Additional Conditions

- There is no obligation within this Service Agreement that requires Us to allocate any particular area of space in Our premises for the storage of the Goods or to create a tenancy in respect of the area of space occupied. We reserve the right to allocate a particular area of space in specific circumstances.
- 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.
- Any report given by Us as to the condition, nature or quality of the Goods made at the time of delivery or collection, if You were not present at that time is conclusive as to such condition.
- You will provide Us with the names and specimen signatures of employees or agents authorised by You to provide Us with instructions regarding the Goods. Unless there is a written agreement between Us providing other arrangements. We will only act upon Your written instructions, signed by Your employee or agent whose specimen signature has been provided beforehand.
- Any change of employees or agents authorised to give instructions on Your behalf, should be notified to Us promptly in writing.
- Any person authorised by You either to have access to or to collect the Goods or any part of them shall produce, upon request, proof of their identity and a signed requisition (the requisition to be in the form agreed by us) specifying the Goods to be collected. The requisition must be signed by one of Your authorised employees or agents.
- On receipt of the appropriate requisition, We shall prepare an inventory of the Goods required. One copy shall be signed by way of receipt by the recipient. Where We have agreed to deliver or to collect Goods from an address provided by You, We shall be deemed to have delivered or collected the Goods in fulfillment of the Services if at the address We obtain from or give to any person a receipt or signed delivery docket for the Goods. If You are not the recipient then a copy of the inventory will be passed to You.
- You warrant that the Goods specified in the requisition for collection or delivery are correctly described in the requisition.
- We shall not be liable for any loss, damage or inconvenience, including direct or consequential losses arising directly or indirectly out of a discrepancy or error or omission contained within the requisition or inventory or as a result of any error on the part of the authorised person collecting the Goods or selecting the Goods to be collected or delivered.
- Any notice sent to You including any inventory shall be deemed to be served and received the day after posting, if sent by 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
- You shall be responsible for the preparation of any record, instruction document or other document reasonably required by Us for the purposes of or in relation to the provision of the Services.
- The gross weight of any one item shall be as to not compromise the Health and Safety at Work Act 1974 and any re-enactment or amendment thereof or related legislation. We reserve the right not to accept items that, in Our opinion, are in poor condition, are overweight and/or when the contents exceed the recommended fill line of Our Containers. (As a guide, Our standard archive Container should not exceed 12kgs in gross weight.)
- You agree to carry out Our reasonable instructions and meet Our reasonable requests which in Our opinion are necessary for the provision of the Services

## 22. Applicable Law

This Service Agreement will be governed by English Law and the jurisdiction of the English Courts. If any provision of this Service Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.