

# STORETEC SERVICES LTD

## Terms and Conditions of Service

Date: 01/01/2019



**Organisational Definitions**

The “Customer” is the company referred to and includes its successors and assigns. The “Customer”, “you” or “Your” means the person, firm or company referred to or with whom these terms to supply services is agreed by Storetec Services Limited.

Storetec Services Limited (Company No. 04719444) whose registered office is at Sidings Business Park, Freightliner Road, Hull, HU3 4XA. Storetec Services Limited is referred to as the “Supplier”, “Storetec”, “Storetec Services”, “us” and include its successors and assigns).

References to a “Party” or “Parties” shall mean the Customer and/or the Supplier as appropriate.

**1. Definitions**

In this agreement the following words and expressions shall have the following meanings:-

“Agreed Account Instructions”	such instructions as may be agreed between the Parties as to the format in which, and any other relevant matters relating to the procedure by which, Customer Materials shall be submitted for scanning or storage.
“Business Day	a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
“Charges”	the charges payable by the Customer for the provision of the, Services provided or to be provided by the Supplier and specified in writing or at time to time agreed between the parties.
“Customer Contact”	the agreed and approved person within the Customer’s organisation.
“Customer Materials”	any and all items, data, documents, boxes, discs or hard drives provided by the Customer to the Supplier.
“Commencement Date”	the date of the Customer’s signature or the date of the first collection or delivery, to or from, the Customer’s premises, or premises the Customer has directed the Supplier to attend, whichever is the earlier.
“FreeDocs” “FreeDocs+”	the document management, electronic storage and online hosting service which the Supplier owns and of which the Customer will be registered by the Supplier as an authorised user. FreeDocs is a secure ‘Cloud’ based encrypted system, meaning, it is virtually impossible for your electronic document security to be compromised. A second layer of protection is added via the connection between your computer and the FreeDocs servers. This is achieved using SSL-encrypted HTTPS, a secure protocol for digital communication. Intrusion defenses are verified by penetration testing.
“Box and or Container”	any box, container or article other than file or database sent by the Customer for storage or scanning.
“Standard box”	is a storage box up to 1.3 cubic feet &/or 12kg &/or 1,800 images.
“Services”	collection, storage, transportation, delivery, cataloguing, retrieval, preparation, scanning, return, extraction, capture and destruction by the Supplier on behalf of the Customer, and any other services provided from time to time by the Supplier to the Customer, at the Suppliers then current charging rates.

“Items”	all items whether compromising a container, database or file to be stored or scanned by the Supplier on behalf of the Customer containing information belonging to the Customer.
“Scanning”	is the method of converting an analog fact or record into a digital data. Meaning, it becomes data that the computer system can read.
“Data Image”	is a scanned page impression of one side of a document or page.
“Blank Image”	is an image deemed by the capture process to have no discernable useful content, typically an A4 size image scanned at 200DPI would be considered blank if the image data size was below 200 bytes.
“Invalid Data Image”	is a captured image that contains no useful data, typically an invalid data image can result from bleed through, hole punch marks, shaded or coloured background, dirty documents, paper creases and tears.
“Document Handling”	Is a term used to describe all actions and time spent handling, moving, checking, removing bindings, inserting documents or control sheets, scanning and repacking paper documents.
“Image Preparation”	is a term used to describe all activities and time spent in the manipulation, indexing, database building, checking and uploading of all images.
“Project management”	Is a term used to describe all the activities and time spent in organising, liaising, planning, documenting and managing a scanning services and projects.
“GDPR”	European General Data Protection Regulation (EU GDPR)  This regulation was approved on April 14, 2016, by the European Parliament and the Council of Europe. It will be applied directly in each country, EU or non-EU (which stores European citizens’ personal data), allowing for a consistency of rules between nations on the rights of citizens’ privacy.
“Data controller”	means a person who (either alone or Jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are to be processed
“Data processor”	in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller.
“Process/Processes/Processing”	means any operation or set of operations which is performed on the Customer Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**1. TERMS**

1.1 The terms and conditions set out apply to the exclusion of any other terms that the Supplier or Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2. SUPPLY OF SERVICES**

- 2.1 The Supplier shall provide the Services as agreed with the Customer in accordance with the terms.
- 2.2 In providing the Services, the Supplier shall:
  - (a) hold all Customer Materials, documents and images, drawings, specifications and meta data supplied by the Customer to the Supplier in safe custody and were applicable in accordance with the British standard 27001, maintain the Customer Materials in good condition until returned to the Customer, or destroyed with the consent of the Customer;
  - (b) Keep each set of Items separately and distinctly from any other set of Items and each set of Items shall be kept in such a manner so that they are readily identifiable from any other kind held by the Supplier on behalf of the Customer
  - (c) Scan all Customer Materials in accordance with procedures as set out in the Supplier procedures manual, the basis of which is the BSI standard BIP008, "The Evidential Weight and Legal Admissibility of information stored electronically."

**3. INTELLECTUAL PROPERTY**

- 3.1 FreeDocs and the metadata contained within remains at all times the sole property of the Supplier and cannot be transferred altered or otherwise endorsed in any way. All copyright and intellectual property in FreeDocs including metadata tables shall be and remain the sole ownership of the Supplier
- 3.2 The Supplier may, at the request of the Customer, provide the Customer with secure access rights to FreeDocs via the internet.
- 3.3 Any discoveries, inventions, improvements, designs, drawings, calculations, formulae and other technical information, goods or Items whether patentable or not, and in whatsoever form, including, without limitation, any software, made, discovered or developed by the Supplier, in the course of or by reason of performance of the services, and all intellectual property rights used in the provision of the services, shall be and remain the property of the Supplier
- 3.4 Nothing in these terms shall constitute an assignment of licence of any pre-existing Intellectual property Rights of the Supplier in its own computer programs or systems.
- 3.5 The provisions of clause 3 shall continue in full force and effect.
- 3.6 All Customer Materials are the exclusive property of the Customer and held by the Supplier at the Customer's risk, save as in clause 6.

**4. CHARGES AND PAYMENT**

- 4.1 The Supplier will invoice the Customer for the Services at the agreed rates as detailed in writing or any other rates as amended from time to time in accordance with these terms. The Supplier will invoice the Customer for the services detailed or for the actual amount of services provided to the Customer.
- 4.2 The Supplier reserves the right to vary the Charges at annual intervals.
- 4.3 The Supplier shall invoice the Customer monthly in arrears. In consideration of the supply of the Services by the Supplier, the Customer shall pay the invoiced amounts within thirty days of the invoice date, unless prior agreement has been given in writing.
- 4.4 The Supplier will in addition charge for extra services provided to the Customer. These will include but not be limited to additional document handling, extra collections, vehicle fuel supplements, physical box storage, box cataloguing, Pro-rata Charges for non-standard boxes, temporary storage, box ingestion, document retrievals, preparation, indexing, scanning, hosting, extractions, data transfers, removal of invalid data images, additional quality checking, I.T. time, FreeDocs, FreeDocs+ or I-Track access licenses, database configuration, database modification, re-boxing, database set up, re-compression of images, conversion of images for text search, permanent retrieval of boxes, email additions, email retrievals, additional courier costs, application set up fees, box returns, additional preparation time due to any alteration in box contents from that which has been sampled, seen or discussed, software development and failed collections.
- 4.5 Should the Customer be provided with a credit against its account, to offset an incumbent Supplier's exit fees, and/or have services provided without charge to the Customer. The Customer agrees that the Supplier shall bear the cost of the corresponding credit against account and if the Customer keeps the Items with the Supplier for the initial period or sixty months from the date of this agreement, whichever is the latter no

additional fees will be recharged upon exit. If the Customer or Supplier terminates this agreement for any reason whatsoever, then the cost of the corresponding credit together with the cost of any services provided without charge, plus interest, will be re-charged to the Customer's account which must be settled in full prior to exit.

- 4.6 No charge will be applied for blank images. Data Images and Invalid Data Images will be charged at the rates detailed in writing. The Supplier may, at its discretion, remove invalid data images during quality assurance procedures, unless otherwise instructed by the Customer. The Customer should note the number of images charged and the images released/returned may differ.
- 4.7 Unauthorised box storage, were no agreement has being reached to store boxes, including not receiving instructions to destroy boxes. Will be charged to the client on a weekly basis at the rate of £0.50 per standard storage box or in the case of a prior monthly rate being agreed that that rate shall take precedent.
- 4.8 Project management will be charged on all scanning services were applicable at a rate not to exceed 9% of document handling and image preparation hours, charged at the prevailing hourly rate for project management and included within the document handling and image preparation charges.
- 4.9 The Supplier reserves the right to vary the Charges when conditions beyond the Supplier's reasonable and direct control affect the base cost, including minimum wage increases.
- 4.10 All amounts payable by the Customer under the agreement are exclusive of amounts in respect of the value added tax chargeable (VAT) at the prevailing rate. Where any taxable supply for VAT purposes is made under the agreement by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.11 Following completion, the scanning process any standard storage boxes not authorised, in writing, by the Customer for destruction will be placed in storage. FreeDocs or FreeDocs+ will be provided to the Customer to allow the Customer to check the image quality and verify the Customer's acceptance of the services provided. Continued box storage and FreeDocs FreeDocs+ use will be charged at the standard rates.
- 4.12 If the Customer fails to pay any amount properly due and payable, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of NatWest Bank accruing on a daily basis from the due date up to the date of actual payment.
- 4.13 The Customer may not withhold payment of any invoice or other amount due even if a claim against us or a right to set off is alleged.

## **5. INDEMNITY**

- 5.1 The Supplier's entire liability will be limited to its insurance cover, which for Professional Indemnity is £5 million.
- 5.2 Limits of Indemnity:
  - 6.2.1 The liability of the Supplier shall not exceed the limit of liability provided by the Supplier's insurer.
  - 6.2.2 Where the Supplier is liable to indemnify more than one person, company, firm or body, the total amount of indemnity payable shall not exceed the limit of indemnity.
  - 6.2.3 All claims attributable to the same act, error or omission, or series of acts, errors or omissions, consequent upon or attributable to the same original cause or source will be regarded as one claim.
- 5.3 The Supplier will effect and maintain at its own expense with a reputable insurance company the following minimum insurance policies for the duration of this Agreement.
  - public liability up to a limit of UK £10 million;
  - employer's liability up to a limit of UK £10 million; and
  - professional indemnity insurance up to a limit of UK £5 million.

## 6. CONFIDENTIALITY & DATA PROTECTION

- 6.1 The Customer and the Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by either Party, its employees, agents or subcontractors, and any other confidential information concerning the both Parties.
- 6.2 The "Supplier" shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier.
- 6.3 The Supplier, in line with GDPR shall, at all times, act in the capacity of the Data Processor, and will maintain appropriate technical and organisational measures to ensure appropriate security of Processing, including:
- a) Encryption;
  - b) Maintaining confidentiality;
  - c) Restoration of access following physical/technical incidents;
  - d) Regular testing of preventative or restorative measures.

The Processing will be limited to the Processing of the information or Customer Data, by means of holding the information or Customer Data or carrying out operations or sets of operations, at the request of the Data Controller, on the information or Customer Data, as follows:

- i. Retrieval;
- ii. Disclosure of the information or Customer Data by transmission, dissemination or otherwise making available;
- iii. Alignment, blocking, erasure or destruction of the information or Customer Data;
- iv. Timely notification of a data breach;
- v. Supporting the Data Controller's rights and obligations to ensure:
  - a) that persons authorised to Process personal data are bound by a contractual or statutory duty of confidentiality;
  - b) that the Data Processor takes all appropriate technical and organisational measures;
  - c) that only the Data Processor, Processes the personal data from the Data Controller, including the transfer of the personal data to third party countries, or international organisations, unless provided otherwise by EU or EU Member State law, to which the Data Processor is subject; in the latter case, the Data Processor shall inform the Data Controller of the statutory requirement prior to the commencement of Processing, unless the law prohibits such disclosure on substantial public interest grounds;
  - d) the Data Controller's written consent to engage any sub-Data Processors is sought;
  - e) that if any sub-Data Processors are engaged, the data protection obligations set out in the agreement (or legal act) between the Data Controller and the Data Processor are maintained;
  - f) that the Data Processor has taken into account the nature of the Processing, to assist the Data Controller by taking appropriate technical and organisational measures, insofar as possible, to ensure fulfilment of the Data Controller's obligation to reply to requests by data subjects exercising their rights;
  - g) that the Data Controller complies with its security and certain other obligations, when taking into account the nature of the Processing, and the information available to the Data Processor;
  - h) that at the Data Controller's choosing, delete or store all personal data to the Data Controller upon completion of the Processing services, and return any existing copies of the Customer Data, unless EU or Member State law requires that the personal data be stored;
  - i) that all information is available to the Data Controller as necessary to demonstrate compliance with its obligations in full, and allow and cooperate fully with audits,

including inspections, conducted by the Data Controller or other persons authorised to this end by the Data Controller.

6.4 In support of the above GDPR related statements, the Supplier will maintain working procedures and practices to ISO 27001:2013 provision of secure document storage, scanning, retrieval and destruction services.

## **7. GENERAL**

7.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. Assignment:

Any notice or other communication required to be given to a party under or in connection with these terms shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by UPS courier, at its registered office (if a company) or (in any other case) its principal place of business.

## **8 Severance:**

8.1 If a court or any other competent authority finds that any provision (or part of any provision) of these terms is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the terms shall not be affected.

8.2 If any invalid, unenforceable or illegal provision of these

8.3 Terms would be valid, enforceable and legal if some part of it were deleted; the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8.4 Variation: Any variation, including any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier and Customer.

8.5 These terms, and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.