

General Terms & Conditions (where specific version is not in place)

1. Definitions

'Company' - means Whitefoot Forward Limited (Company Number: 04073292)

'Agreement' - means this contract between the Customer and the Company

'Customer' - means the customer of the Company

'Parties' - means the Company and the Customer and 'Party' means either one of them

'Data' - means the records (paper or magnetic) which are to be the subject of the Agreement between the Company and the Customer.

'Normal Hours' - means on the ordinary business days of the Company which are 9.00 a.m. to 5.00 p.m. on every working day

2. Duration

The Agreement shall take commence on the date when data is first delivered to the Company for storage or as otherwise agreed, the minimum period being until the date specified or any anniversary of that date. All and any liability of the Company shall cease upon termination of the Agreement.

3. Services

3.1 The Company will provide a data storage and movement service for the Customer's paper and magnetic records. This may also include office equipment.

3.2 The Customer shall pack the data in suitable boxes for the Company to store. The Company can supply suitable boxes at the charge shown in the Pricing Schedule

3.3 The Company will provide a retrieval service to the Customer of his data, subject to the terms and conditions of this agreement.

3.4 The Company is not a common carrier and will accept data for carriage only on the terms of the contract.

3.5 The Company will be under no liability to the Customer for any loss arising out of any failure to collect or deliver within any particular period.

3.6 The Customer and any other person authorised by prior appointment shall be entitled to have access to or collect any of the Customer's data stored by the Company under this agreement during the Company's Normal Working Hours.

4. Charges

4.1 The Company's charges are those set out in the Pricing Schedule. The charges (except box supply) will not change until the date of renewal.

4.2 The Company reserves the right after the date of renewal to change all or any of the charges set out in the Agreement.

4.3 Upon receipt of such notice the Customer shall have the option of withdrawing from storage all of the data on payment of all accrued charges up to date of withdrawal and the agreed fees specified as the Company charges as set out in the Pricing Schedule. Termination fees will be based on the existing Price Schedule.

4.4 The Customer shall be deemed to have agreed the charges in respect of all data not withdrawn before the increase comes into operation and shall be liable accordingly.

5. Ownership

It is a condition of the Agreement that the Customer is:

Either, the owner of and / or entitled in law to possession of the data stored by the Company for the Customer under the Agreement.

Or, contracting as a principal and not as an agent and that the Customer is entitled to deal with the data in accordance with the Agreement

6. Liability

6.1 The Customer will indemnify the Company and keep the Company indemnified against all demands or claims made and all actions or other proceedings brought against the Company arising out of or in connection with any dispute as to the ownership of the data stored by the Company for the Customer under the Agreement as to the person entitled in law to possession thereof or the dangerous nature of any dangerous characteristics thereof and against all and any costs, charges, expenses, damages or losses incurred or suffered or becoming payable by the Company (including legal costs) and disbursements on a full indemnity basis or in connection with or as a result of any such demand, claim or action or other proceedings as aforesaid.

6.2 The Company shall not be liable for any loss or damage or inconvenience arising out of any discrepancy, omission or error contained in the inventories supplied by the Customer.

6.3 The Company shall be free to quarantine the Customer's data until such time as the parties agree to repack or remove the data from storage.

6.4 The Company may within seven days of receipt of data return the same or any part thereof to the Customer if the Company at its discretion shall decide that the same are unsuitable for storage by it and the Company shall be under no further liability to the Customer in respect of data so returned.

7. Insurance

Insurance will be the responsibility of the Customer unless some other written agreement should be made with the Company.

8. Payment and Charges

- 8.1 Any charges for collecting and / or receiving data into store or for delivering the same as set out in the Company's agreement of charges shall be due and payable by the Customer to the Company as stated in the Agreement.
- 8.2 Account activity is charged in arrears and is due and payable together with storage charges.
- 8.3 The company retains the right to charge interest. Monies not paid in accordance with the Agreement will attract interest at 4% above the current base rate of the HSBC and the Company shall have a general lien in respect of monies unpaid over all and any records stored by the Company under this and any other Agreement between the Company and the Customer.
- 8.4 In the event of the Customer failing to fulfil his obligations set out in this agreement or if the charges payable in respect of any service under the Agreement remain unpaid for more than one month the Company may give notice in writing to the Customer.
- 8.4.1 If the Customer does not within three calendar months of the date of notice given under clause 8.4 of this Agreement either remedy the breach of its obligations or pay to the Company the amount of unpaid charges and any other sums due or payable under the Agreement the Company shall in its absolute discretion be entitled to dispose of such data.
- 8.4.2 Any costs in connection with such disposal shall be added to the Customers outstanding balance.
- 8.4.3 Any disposal under clause 8.4.2 of this condition shall be without prejudice to the Company's right to recover from the customer any balance outstanding and due from the Customer after the costs in connection with any disposal have been applied.
- 8.4.4 Payment of invoices shall deem this Agreement accepted by the Customer.

9. Assignment

The Customer will not assign this agreement without prior written consent of the Company.

10. Notice to the Customer

Notice shall be sufficient if sent via post to the last known address of the Customer and shall be deemed to have been received by the Customer at the time when in the ordinary course of transmission it should have been delivered at the same address to which it was sent.

11. The permanent withdrawal of data from the Company will be permitted whilst the service is in contract at nil cost. Permanent withdrawal of data following written notice of termination of contract will carry additional costs. A fee equivalent to 12 months storage costs plus labour costs to palletise at £20 per hour including supply of pallets at £5 each. 100 boxes per day will be retrieved, palletized and shrink wrapped and made available for collection. Only Whitefoot-Forward staff who have been security vetted are allowed to enter our facilities.

12. Confidential Information

The Customer agrees that it will not use information provided by the Company for any other purpose other than which the information was supplied for and will under no circumstances allow third parties access to such information without the written agreement of the Company signed by a Director.

13. Law and Jurisdiction

The agreement including these conditions shall be governed by and interpreted according to English Law.

14. Arbitration

All disputes, differences and questions of any nature which at any time arise between the parties or any of them out of the construction of or concerning anything contained in or arising out of or in connection with this contract or as to the rights, duties or liabilities under it of the parties to it shall be referred to an Arbitrator.