



## CONDITIONS OF DOCUMENT STORAGE

Wyvern Easyfast provides storage and ancillary services for Documents subject to the following conditions.

### **1. Definitions**

In these Conditions:-

“Customer” means the person, partnership or company contracting for the storage of Documents.

“The Company” means Wyvern Easyfast, a division of Wyvern Cargo Ltd.

"Documents" means data, records, papers and archive material stored by the Company.

"Box" means a container of a type, size and style approved by the Company for the storage of Documents.

"Schedule" means a list of the Boxes to be stored by the Company showing the Customer's reference numbers.

"Working Day" means Monday to Friday excluding public holidays.

### **2. Inventory and Storage Location**

2.1 On receipt by the Company of new or returned Documents the Customer shall supply a Schedule detailing the Customer's reference which will be used by the Customer when ordering retrievals. The Schedule must be in a form acceptable to the Company.

2.2 The Company reserves the right to locate Boxes at any of its storage locations.

### **3. Boxes**

3.1 The Company only accepts Documents in Boxes and reserves the right to decline to accept any Documents. It may at its discretion replace damaged or unsafe Boxes and invoice the Customer for such replacement.

3.2 If the Customer so requests, the Company may supply Boxes and charge the Customer at the rate specified in its current price list.

### **4. Withdrawals**

4.1 The Company will not hand over or permit withdrawals from a Box to anyone who fails to furnish sufficient proof of identity.

### **5. Charges**

5.1 The Company will charge for storage and ancillary services at rates specified in a written quotation. Should the Customer require services not detailed in the quotation, the Company will upon request provide a further quotation in writing.

5.2 Storage charges will remain fixed for three years from the effective date. Thereafter such charges may be revised upon giving the Customer at least one month's written notice of change.

5.3 If storage or ancillary services are provided after termination of a contract the Company may charge at such rates as would have been charged had the contract not been terminated.

5.4 Charges are quoted exclusive of VAT.



- 5.5 The Company may charge waiting time if Boxes requested for delivery or collection cannot be delivered or collected at the customer's premises at the appointed time.
- 5.6 All charges due hereunder, excluding permanent retrieval charges in the event of termination will be invoiced monthly in arrears and are due for payment within thirty days of the date of the invoice.
- 5.7 Upon termination of a contract the Company will invoice the Customer in advance for all costs involved in permanently retrieving the Boxes, including storage and if required, delivery to the Customer.
- 5.8 The Company reserves the right to charge interest on payments outstanding after the due date for payment at the rate of 8% above the prevailing Base Rate of the London Clearing Banks calculated on the outstanding balance (including interest accrued thereon) from the due date until receipt of the outstanding balance.

## **6. Withdrawal Procedures**

- 6.1 The Customer will provide written notice of a request for permanent retrieval or destruction of Boxes and the Company will provide confirmation of such destruction.
- 6.2 If within three months after termination of a contract the Customer has not removed or requested delivery of all Boxes the Company may at any time thereafter destroy the same at the Customer's expense.

## **7. Customer's Warranties**

- 7.1 The Customer warrants that it contracts as principal and not as agent and that it is entitled to deal with the Documents in accordance with these Conditions.
- 7.2 The Customer warrants that the Documents are not dangerous to persons or property when stored under normal conditions.

## **8. Sub-Contracting**

- 8.1 The Company shall be entitled to sub-contract the whole or any part of its obligations hereunder other than those relating to storage of the Documents provided that the Company shall remain responsible to the customer for the performance of its duties and obligations hereunder.

## **9. Liability**

- 9.1 The Customer agrees that the liability of the Company for the contents of each Box shall not exceed £5.00 except that if the Customer notifies the Company in writing of a higher value the Company may agree in writing to such higher value. In such event the Company's charges may be varied accordingly.
- 9.2 The Company will indemnify the Customer against damage to Documents to the extent that such damage was caused by the negligent or malicious act or omission of the Company, its sub-contractors, servants or agents, provided that its total liability shall not exceed the amount specified in clause 9.1 in respect of the contents of each Box or part thereof so lost or damaged.
- 9.3 The Customer will indemnify the Company, its sub-contractors, agents, employees, successors and assigns in respect of any loss or damage resulting from the storage or delivery of Documents.
- 9.4 The Company does not accept liability for the intrinsic value to the Customer of information comprised in Documents and cannot replace such information if Documents are lost or destroyed. Therefore, except as expressly provided for in Clause 9.2 any warranties, conditions and other terms implied by statute or common law are excluded from the contract to the fullest extent permitted by law.
- 9.5 The Company shall not be liable to the Customer for indirect or consequential loss or damage howsoever arising.



## 10. Default

If the Customer fails to comply with its obligations hereunder, or if the Customer goes into compulsory or voluntary liquidation save for the purpose of reconstruction or amalgamation, or if a receiver is appointed in respect of the whole or any part of its assets or if the Customer makes an assignment for the benefit of or composition with its creditors or threatens to do any of these things or threatens to cease carrying on business then without prejudice to any other rights or remedy available the Company may suspend or terminate the contract with immediate effect by notice in writing .

## 11. Confidentiality

As far as is reasonably practical the Company will safeguard any trade secrets of the Customer and other confidential information which may come to its knowledge solely by reason of its possession of the Documents.

## 12. Force Majeure

The Company shall not be liable for any failure to perform its obligations under these Conditions due to a cause beyond its reasonable control.

## 13. Notices

Notices served hereunder may be personally delivered or sent by pre-paid first class post or facsimile to either party at its registered office or such other address as is notified for this purpose by one party to the other. A notice shall be deemed to have been given immediately on personal delivery or facsimile or two Working Days after posting if sent by first class post and in proving such service it shall be sufficient to show that the envelope was properly addressed and posted.

## 14. Miscellaneous

14.1 This Agreement together with the Company's written quotation constitutes the entire agreement between the parties and the Customer acknowledges that there are no warranties, representations, promises, terms, conditions or obligations, written, express or implied other than those contained therein.

14.2 No variation to these Conditions shall be effective unless made in writing and signed by a director of the Company or effected under the terms of clause 5.2 of this Agreement.

14.3 Clause headings are for information only and shall not be interpreted so as to affect construction of these Conditions.

14.4 Should the whole or any part of any term, condition or provision of these conditions be determined invalid, unlawful or unenforceable then such term, condition or provision or the part thereof determined unlawful shall be severed from the remainder of these Conditions which shall remain valid and enforceable to the fullest extent permitted by law.

14.5 Should the Customer use other services provided by Wyvern Cargo Ltd the current editions of the following conditions of trading apply:

- *Road Haulage Association Conditions of Carriage*
- *Road Haulage Association Conditions of Storage*
- *British International Freight Association Standard Trading Conditions*

Such conditions limit the liability of the Company in case of loss or damage. Copies of the above conditions are available on request.

14.6 These Conditions shall be construed in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.