

## **BOX-IT STANDARD TERMS & CONDITIONS**

1. The only items which the Depositor shall be permitted to deposit with Box-It for storage are files of papers and other documents which have no intrinsic or face value. The Depositor warrants that it will not deposit with Box-It any explosives or other hazardous or potentially hazardous items.
2. The Depositor shall only be permitted to deposit files/documents with Box-It in boxes supplied by Box-It or alternatively, in boxes previously approved by it.
3. Collection of files/documents for storage shall be made by Box-It from the Depositor's premises during normal working hours only (9.00am to 5.00pm Mondays to Fridays inclusive). All collections (and all deliveries as referred to below) shall only be made from (or in the case of deliveries, to) a central point within the Depositor's office or building, unless some other prior arrangement has been made with Box-It's consent. Box-It reserves the right at all times to refuse collection of any box which exceeds 16kg in weight or of any files/documents which are not boxed in a manner deemed appropriate by Box-It.
4. The Depositor may retrieve any box or boxes previously deposited with Box-It but shall only be permitted to do so by sending to Box-It during normal working hours a delivery request in writing (by fax or by other appropriate means) signed by the Depositor (or by its duly authorised agent) and specifying, or otherwise clearly identifying the box or boxes to be delivered. Box-It reserves the right to refuse delivery until (i) receipt of such written delivery request (at its sole discretion, however, Box-It may accept a delivery request made on the telephone by the Depositor or by its duly authorised agent in urgent or other extreme cases); and/or (ii) payment of all and any outstanding charges remaining unpaid by the Depositor after they became due for payment.
5. If so requested by the Depositor, Box-It shall use its reasonable endeavours to provide a same day delivery service by courier (the cost of such courier to be charged to and borne by the Depositor as an additional expense). In all other cases, provided the requisite delivery request is received by Box-It by no later than 15.00 hours on any working day, delivery will be made to the Depositor on the next working day. In the event of snow, ice, accident or other reason causing delay in delivery, Box-It will inform the Depositor of the situation and will effect delivery as soon as possible. In any event, Box-It shall not be liable to the Depositor for any delay in delivery.
6. All retrievals of boxes by the Depositor (following submission of delivery requests to Box-It) shall be regarded as temporary only, unless Box-It receives written notification from the Depositor that such retrievals are permanent. Permanent withdrawals will incur a charge
7. The Depositor (or its duly authorised agent) shall be responsible for checking the delivery of any retrieved boxes and shall sign (with name printed beneath) the Box-It delivery sheet/book forthwith upon delivery (such signature being deemed to be conclusive evidence that the correct boxes have been delivered by Box-It).
8. All and any claims made by the Depositor in respect of alleged loss, damage or shortage of items contained in retrieved boxes must be notified in writing to and received by Box-It within 7 days of the date of delivery of such boxes to the Depositor. If no such claim or claims is/are made within this period the Depositor shall be deemed to have waived all and any rights it has or might have in relation to the alleged loss damage or shortage
9. The Depositor may from time to time wish to deposit with Box-It other items of a documentary nature (including, for example, business brochures or marketing literature) for ongoing handling and distribution to outlets specified by the Depositor. At its discretion Box-It may agree to store and deliver such items but in agreeing to do so, it shall not be responsible for checking any such items deposited with it on their arrival at its premises (nor shall it be liable for any actual or alleged damage to or shortfall of such items upon their arrival at its premises).
10. The transportation and storage of boxes (and their contents) by Box-It shall be at all times at the risk of the Depositor. Further, the Depositor shall be responsible at all times for obtaining and maintaining adequate insurance cover in respect of the storage and transportation of such boxes (and their contents). If the Depositor fails to do so, or if Box-It is satisfied that the cover is inadequate for whatever reason, Box-It shall be entitled to terminate its agreement with the Depositor forthwith.
11. Box-It shall have a particular lien as well as a general lien over all files/documents and/or any other items deposited with it by the Depositor from time to time, entitling Box-It to retain same as security for payment of all and any sums due from the Depositor (or from others – see clause 19 below).
12. Upon receipt of a written instruction signed by the Depositor (or by its duly authorised agent) Box-It will shred such files/documents as shall be specified by the Depositor. Upon receipt of such instruction (and prior to any shredding) Box-It will inform the Depositor of the associated charges and will not proceed until it has received confirmation from the Depositor that it accepts and will pay such charges as invoiced to it.
13. The Depositor acknowledges that Box-It is providing an archive service for the storage and (as required from time to time) the retrieval of files/documents stored in boxes. Box-It will allow up to 15% of the deposited number of boxes to be retrieved by and transported to the Depositor

- each quarter free of charge. Retrievals in excess of this percentage will incur an additional handling charge in accordance with Box-It's standard storage/handling charges prevailing from time to time (see Box-It Schedule of Charges). At its discretion, Box-It may agree with the Depositor from time to time to undertake additional or separate service activities (including storage, delivery, collection and/or handling of items) on such terms as it shall agree with the Depositor.
14. Box-It reserves the right to review its standard storage/handling charges from time to time and to implement any increases it considers necessary. Any such increases shall be notified to the Depositor and shall only take effect 21 days after notification. If, within the aforesaid 21 days, the Depositor does not notify Box-It in writing of any objection to such increases, it will be deemed to have accepted them. If, however, the Depositor objects to such increases, it must within the aforesaid 21 days notify Box-It in writing of both its objection and its termination of its agreement with Box-It in accordance with the provisions of clause 17 below (for the avoidance of doubt, any increases shall not be applied during the three month notice period referred to in clause 17).
  15. Usually, Box-It will render its invoices to the Depositor quarterly, but reserves the right to render its invoices at any time. Save as provided for above or below, all invoices rendered by Box-It shall be paid by the Depositor in full within 28 days of the date of such invoices. If the Depositor fails to do so it shall be liable to pay interest to Box-It on the unpaid amount(s). Interest shall accrue from the date when payment became due from day to day until the date of payment at a rate of 4% above Barclays Bank plc's base rate from time to time in force and shall accrue at such rate after, as well as before any judgement obtained by Box-It against the Depositor.
  16. Subject to the remainder of this clause, Box-It excludes all liability whatsoever and howsoever arising in respect of the collection, storage, delivery and handling services it shall provide to the Depositor including (without limitation) all liability for loss, damage, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery or non-compliance with instructions ("Loss"). However, if and to the extent that Loss is proved to have been caused directly by the neglect or wilful act or default of Box-It, its employees (acting in furtherance of their duties as employees), or its sub-contractors (acting in furtherance of their duties as sub-contractors), Box-It will accept liability for Loss up to a maximum of £20,000 per claim or series of claims per calendar year. In any event, Box-It shall not be liable for any consequential or indirect loss suffered by the Depositor.
  17. The agreement between Box-It and the Depositor may be terminated at any time by either party giving to the other not less than three months notice in writing. Upon termination the Depositor shall forthwith collect all boxes (and their contents) being stored on its behalf by Box-It (Box-It making such boxes and their contents available for collection). Box-It shall be entitled to charge the Depositor its standard handling charge in respect of readying such boxes and their contents for collection and such charge (together with any other charges remaining unpaid by the Depositor) must be paid in full by the Depositor prior to collection.
  18. The Depositor shall notify Box-It forthwith in writing (by recorded delivery post) of any change of address. Any notice or communication required to be given by Box-It to the Depositor shall be deemed to have been received if delivered or sent to the Depositor at its last notified address.
  19. In the event that a winding up, bankruptcy, receivership or administrative Order (or anything deemed similar by Box-It) is made against or in respect of the Depositor, Box-It's agreement with the Depositor shall be deemed to terminate automatically with immediate effect, subject to the provisions of the remainder of this clause and subject to Box-It's rights of lien referred to in clause 11 above until all outstanding and/or ongoing storage and/or handling charges shall have been paid in full. Notwithstanding termination of the agreement, Box-It shall be entitled to charge and be paid in full in respect of ongoing storage and/or handling charges following such termination, up to the date of collection of the files/ documents/boxes being stored (or previously stored) on behalf of the Depositor. At any time following termination, Box-It shall have the right to serve six weeks written "notice of intended disposal" at the Depositor's last known address. Unless all aforesaid files/documents/boxes being stored by Box-It are collected within the aforesaid six week period and all its outstanding and ongoing storage and/or handling charges are paid in full prior to collection, then without prejudice to any other rights Box-It has or may have in respect of any such unpaid charges, it shall be entitled forthwith upon the expiration of the aforesaid six week notice period (and without any liability whatsoever to the Depositor or to any other party or parties) to shred, or otherwise dispose of in any manner it deems fit, the aforesaid files/documents/boxes.
  20. No waiver or forbearance by Box-It (whether express or implied) in enforcing any of its rights under these terms and conditions shall prejudice its right to do so in the future.
  21. Box-It reserves the right to vary these conditions at any time and to notify the Depositor of any variations which will come into effect 21 days after such notification.
  22. The agreement between Box-It and the Depositor shall be subject to the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.