



Stour Valley Business Centre | Brundon Lane
Sudbury | Suffolk | CO10 7GB

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Contract Agreement

Date	This Agreement is effective from 01 September 2012	
Between:		
1.	CLARKS ARCHIVE STORAGE LIMITED of Stour Valley Business Centre, Brundon Lane, Sudbury, Suffolk, CO10 7GB (CAS)	
	Signed: 	Print Name: MR D. CLARK
2.	INTESA SANPAOLO of 90 Queen Street, London, EC4N 1SA (The Customer)	
	Signed:  Luigi Paganini	Print Name:  Michele Dapri



AGREEMENT

1. CAS will store at its premises being Stour Valley Business Centre, Brundon Lane, Sudbury, Suffolk, CO10 7GB, or at such other premises belonging to CAS providing that the customer agrees to the change of location, and the space allocated is for the sole use of the Customer or the space allocated for the Customer will be sectioned off, so that the Customer's records are contained within their own demise.
2. This Agreement will run for the initial period of five years with the option by either party to terminate on the fifth anniversary, provided the three months termination notice has been given prior to the fifth anniversary date. After the expiry of the initial five-year term, the agreement will continue on a year to year basis, until such time as either party shall give to the other, three months termination notice, to coincide with the anniversary date.
3. CAS shall be entitled to charge the Customer for storage, emergency deliveries and destruction of boxes as provided under the agreement at the appropriate rate or rates as set out in the First Schedule herein, and payment of such charges shall be made in arrears from the last day of each calendar month commencing from date of the Agreement.
4. The Customer and any person authorised in writing by the Customer shall be entitled to have access to any box stored by CAS under this Agreement during hours of 8am to 4pm Monday to Friday except Bank Holidays (Ordinary Business Hours). Additionally the Customer may request an emergency collection or delivery in accordance with Clause 8 below.
5.
 - (a) When CAS collects any box for storage from the Customer, the Customer shall furnish in duplicate an inventory (Inventory) in a form approved by CAS setting out details of and otherwise identifying the contents of and each box so delivered. One copy of the Inventory shall be retained by CAS and the other shall be indorsed by CAS by way of receipt and returned to the Customer.
 - (b) The Customer warrants the correctness and completeness of all Inventories provided in accordance with Clause 5 (a), and CAS shall not be liable for any loss or damage or inconvenience arising directly or indirectly out of any discrepancy or error contained in or out of any omission from such Inventories.
 - (c) If the Customer requires the delivery of any box stored by CAS, the Customer shall (unless other mutually acceptable arrangements have been made between the parties), email or fax CAS with the details of the box to be delivered, and shall provide CAS with a written authority for release of the box signed by an authorized official or agent of the Customer (specimens of whose signature (s) shall have previously been lodged with CAS). On receipt of an authority CAS shall provide the Customer with an Inventory of the box so delivered, one copy of which shall be signed by way of receipt by the Customer and the other retained by CAS.
 - (d) It remains solely the responsibility of the Customer to notify CAS of any change in their list of authorized officials or agents and no liability shall accrue to CAS by reason of complying with requests made by officials and/or representatives not empowered to bind the Customer.
6. The Charges set out in the Schedule shall be fixed by CAS for the term of the contract.
7. The Customer warrants that it is contracting as principal and not as an agent, that it is entitled to deal with the boxes in accordance with this Agreement and that the items contained in the

boxes are not dangerous, flammable or in any other way capable of contaminating or damage to persons or property.

8. Emergency Collections or Deliveries means collections or deliveries required by the Customer to be made either:
 - (i) Within 3 hours of the Customer's request by email or fax to CAS
 - (ii) Outside Ordinary Business Hours.
9. CAS accepts no liability for loss, damage, deterioration, misdelivery or destruction to any box and the contents therein if such loss, damage, deterioration, misdelivery or destruction shall occur whilst the boxes and contents in question are in or on the premises of CAS or in transit pursuant to this Agreement, unless it is due to the negligence of CAS, its servants or agents, provided that such liability is limited to the cost of re-obtaining the information and the re-writing of any business records contained in such box or boxes provided this is reasonably possible.
10. Notwithstanding the provisions of Clause 9, CAS shall not be liable in respect of any claim as referred to in clause 9, unless the same is made in writing and given to CAS within thirty days of the facts giving rise to the claim first coming to the notice of the Customer its employees or agents.
11. If the Customer terminates this Agreement the Customer will pay £2.00 per box for the removal and collection of the boxes in storage under this Agreement and the Customer shall be liable for all charges accrued up to the date of removal and collection at the applicable rates from time to time.
12. CAS, its servants or agents shall observe strict confidentiality with regard to the contents of all boxes and shall not disclose to any unauthorised persons any information concerning such contents.
13. Save as provided for in Clause 15, this agreement constitutes the entire Agreement between the parties as to the matters to which it relates. As from the date hereof, all representations and statements made prior hereto and not expressly repeated herein are withdrawn and will be entirely disregarded.
14. The standard terms and conditions of CAS from time to time shall apply to this Agreement except to the extent that they are inconsistent with the terms of this Agreement in which case the terms of this Agreement prevail.
15. A notice shall be sufficiently given to the Customer or CAS if it is posted in an envelope addressed to the last known postal address of the Customer or CAS or it is sent by facsimile transmission or email to such last known address and shall be deemed to have been received by the Customer or CAS at the time when in the ordinary course of transmission it should have been delivered at same address to which it was sent.
16. The Customer cannot assign this Agreement without the prior written consent of CAS.
17. This agreement shall be governed by and construed in accordance with English Law.

AS WITNESS the hands duly authorised, representatives of the parties the day and year first above written.