Terms and Conditions for Services

Storage · Shredding · Scanning & Digitisation · AI-assisted data capture

Version 2.0 · Effective 16 September 2026 · T: 0800 281857 E: admin@storafile.co.uk W: www.storafile.co.uk

1. AGREEMENT FOR SERVICES

Stor-a-File Ltd ("The Company") agrees to supply document storage, secure shredding, document scanning and digitisation, and related information-management services (together, "the Services") to any person or organisation supplied by the Company ("The Customer"). The Customer accepts that these Terms and Conditions govern all contractual relations between them, to the exclusion of any terms contained in any of the Customer's documents, even if those purport to provide that the Customer's own or some other terms prevail.

2. DEFINITIONS & INTERPRETATION

The following expressions have the meanings shown unless the context otherwise requires:

a) **Terms & Conditions:** the terms and conditions herein set out.

b) **Documents:** documents made of paper or similar material, and in particular microfiche, computer data, Wills and Stocks.

c) **Box:** the box or boxes supplied by the Company for the storage of Documents.

d) **Sack:** the sacks, boxes, consoles and bins supplied by the Company for the shredding of Documents.

e) **Scanning & Digitisation:** the digitisation, image capture, classification, indexing and data-extraction services by which the Company converts Documents into electronic form.

f) **Platform:** the software system operated by the Company to capture, classify, index and assemble digitised records, including any de-identification and quality-control steps.

g) **Designated Address:** the addresses supplied by the Customer or agreed by the Company from time to time.

h) **UK Data Protection Laws:** the UK GDPR, the Data Protection Act 2018, and any successor or replacement legislation, together with any guidance or codes issued by the Information Commissioner.

i) **Sub-processor:** any third party engaged by the Company to process personal data in the course of providing the Services.

In these Terms, the singular includes the plural and vice versa; and any reference to anything being agreed is a reference to it being agreed in writing.

3. TERMS OF STORAGE & SHREDDING

The Company shall provide the storage or shredding of Boxes/Sacks containing Documents under the following arrangements:

a) Documents will be transferred into Boxes/Sacks, packed by the Customer, sealed and labelled in accordance with the Company's procedures as notified from time to time.

b) The Company shall supply empty Boxes/Sacks on request.

c) Boxes/Sacks will be stored in an appropriate secured area.

d) The Company is responsible for insuring the Boxes/Sacks but not the Documents contained within them.

e) The Company will collect packed Boxes/Sacks from the Designated Address on request and transport them to the Company's premises for storage or shredding.

f) If the Customer requires access to any Box, the Customer shall submit a written request specifying the Box required, and the Company will deliver it to the Customer's Designated Address and, on request, collect and return it.

g) The Company reserves the right to adjust these Terms at any time during the period of the contract on giving written notice to the Customer.

4. SCANNING & DIGITISATION SERVICES

a) Where the Customer instructs the Company to scan or digitise Documents, the Company will do so in accordance with its established, quality-controlled procedures and, where the Customer requires legal admissibility, in compliance with BS 10008.

b) Digitised images and extracted data are delivered to the Customer by secure means (secure portal, SFTP or encrypted media) and are subject to acceptance in accordance with the applicable statement of work.

c) Automated classification, indexing and data-extraction values produced by the Platform are subject to validation and quality-control checks. Where those checks do not confirm a value, it is routed to a trained operator for human review. The Platform does not make automated decisions that produce legal or similarly significant effects on any individual.

d) Unless the Customer instructs otherwise in writing, original Documents are, after digitisation, returned to the Customer, retained in storage, or destroyed in compliance with BS EN 15713.

e) **Ownership.** All Customer Documents, and the digitised images and extracted data derived from them, remain the property of the Customer. The Company asserts no ownership of, and acquires no right to use, Customer content except as necessary to provide the Services.

5. CONFIDENTIALITY

The contents of all Boxes/Sacks and all digitised records shall be treated as confidential. Boxes/Sacks will not be opened by the Company except where, in the Company's reasonable opinion, it becomes desirable to do so on the grounds of security, where the Company is obliged to do so by law, or where the Customer requests it. The Company shall ensure that any person authorised to handle the Customer's Documents or data is bound by an appropriate duty of confidentiality.

6. DESTRUCTION

Where the Customer requires that any Box/Sack, or the whole or part of its contents, be destroyed, the following apply:

a) The Company will destroy the Box/Sack and its contents as soon after the request as is practicable, in compliance with BS EN 15713 and its established procedures, and will issue a certificate of destruction.

b) One full calendar month's notice of destruction is required for storage Boxes, and storage charges will accrue up to the date of destruction. Each destruction Box will be charged at the retrieval, perm-out and destruction rates.

c) Bulk destructions will be processed at a rate of 250 Boxes per month per client.

d) The destruction of Sacks will be processed within one working day of the confidential material arriving at the destruction centre.

7. DATA PROTECTION & UK GDPR

a) **Roles.** Where the Company processes personal data contained in the Customer's Documents in the course of the Services, the Customer is the controller and the Company is the processor. Each party shall comply with its obligations under UK Data Protection Laws.

b) **Instructions.** The Company shall process such personal data only on the Customer's documented instructions (comprising these Terms, the applicable contract or statement of work, and any written instruction the Customer gives), except where required by law; and shall inform the Customer if, in its opinion, an instruction infringes UK Data Protection Laws.

c) **Security.** The Company shall implement and maintain appropriate technical and organisational measures to protect personal data, including role-based access on named accounts with multi-factor authentication, encryption of data in transit and at rest, monitored and access-controlled facilities, and a documented chain of custody.

d) **Personnel.** The Company shall ensure that persons authorised to process the personal data are subject to confidentiality obligations and are appropriately vetted, including DBS checks where relevant to the Services.

e) **Sub-processors.** The Customer gives the Company general written authorisation to appoint Sub-processors. The Company shall impose on each Sub-processor, by written contract, data-protection obligations no less protective than those in these Terms, and shall give the Customer at least thirty (30) days' written notice before appointing a new Sub-processor, during which the Customer may object on reasonable data-protection grounds.

f) **Location of processing.** Personal data will be processed within the United Kingdom. Where any processing takes place within the European Economic Area, it will be on the basis of UK adequacy or another lawful transfer safeguard, and the Company will not transfer personal data outside the United Kingdom or the EEA without the Customer's prior written authorisation and an appropriate transfer mechanism (such as the UK IDTA or SCCs with the UK Addendum).

g) **AI-assisted processing & de-identification.** Where the Services use AI-assisted processing, direct identifiers are detected and replaced with pseudonymous tokens inside the Company's own secure environment before any document content is transmitted to any AI service. The mapping that links tokens to identities is held only within the Company's environment and is never transmitted to any AI service.

h) **No training on Customer data.** The Company shall not, and shall procure that no Sub-processor shall, use the Customer's personal data or document content to train, fine-tune, develop or evaluate any artificial-intelligence or machine-learning model, whether the Company's own or a third party's. Any enterprise AI service used in providing the Services is engaged under a written agreement that (i) prohibits use of Customer content for model training, (ii) is configured for zero data retention where the service offers it, and (iii) processes within the United Kingdom or the Permitted Territory.

i) **Breach notification.** The Company shall notify the Customer without undue delay, and in any event within twenty-four (24) hours, of becoming aware of any personal-data breach affecting the Customer's data, and shall provide the information and assistance the Customer reasonably requires. The Company shall not notify the Information Commissioner or any data subject on the Customer's behalf unless instructed to do so.

j) **Assistance & audit.** The Company shall assist the Customer, taking into account the nature of processing, with data-subject requests, data-protection impact assessments and prior consultations, and shall make available the information necessary to demonstrate compliance, permitting audits on reasonable written notice.

k) **Retention, return & deletion.** Intermediate working data created during scanning and AI processing (including page images, extracted text and tokens) is deleted on a defined schedule after acceptance. On termination, or on the Customer's earlier written request, the Company shall return or delete the personal data it holds as a processor, save where retention is required by law.

l) **Bespoke terms.** Where the Customer and the Company sign a separate Data Processing Addendum, that Addendum governs the processing of personal data and prevails over this clause 7 to the extent of any conflict.

m) **Data-protection contact.** The Company is registered with the Information Commissioner's Office (registration reference Z6579030). Data-protection notices and queries may be sent to dataprotection@storafile.co.uk.

8. THE CONTRACT & PAYMENT OF FEES

a) The Customer will pay fees calculated in accordance with the contract or agreements signed by the Customer.

b) The contract shall be for a minimum period of 12 months, storage fees being payable quarterly in advance. Storage for part of a month counts as a full month and will be invoiced accordingly.

c) Fees quoted apply for the first year; thereafter rates may be increased once a year by an amount equal to the RPI increase.

d) All invoices must be paid within 30 days of dispatch. On any invoice not paid within that period, interest shall accrue on the unpaid balance at 4% above the Bank of England base rate from time to time in force, without prejudice to the Company's rights under the Late Payment of Commercial Debts (Interest) Act 1998.

9. LIMITATION OF LIABILITY

a) **Physical loss — per-Box cap.** The Company's total liability for physical loss of, damage to, or destruction of any Box/Sack and the Documents it contains, whether or not arising from the Company's negligence, is limited to £1 (one pound) per Box/Sack affected. The Documents stored are intended to be items without intrinsic value beyond the material from which they are made, and — given that the Customer is advised to insure the contents — this limit is reasonable in the circumstances.

b) **Insurance of contents.** The Company is responsible for insuring Boxes/Sacks but not their contents. The Customer is advised to insure the Documents stored; if the Customer effects such insurance, it does so on the basis that its insurer will have no claim against the Company (whether by subrogation or otherwise) in respect of loss or damage to any Documents.

c) **Indirect loss.** The Company shall not be liable for any indirect or consequential loss, or for any pure economic loss, arising out of or in connection with the Services.

d) **What is not capped.** Nothing in these Terms limits or excludes the Company's liability for death or personal injury caused by its negligence, for fraud, or for any liability that cannot lawfully be limited. In particular, liability arising under UK Data Protection Laws is dealt with in clause 7 and in any Data Processing Addendum, and is NOT subject to the per-Box limit in clause 9(a).

10. UNDERTAKINGS BY THE CUSTOMER

The Customer agrees and warrants that:

a) the contents of all Boxes/Sacks deposited are the Customer's own property or items the Customer is entitled to deposit;

b) nothing will be placed in any Box/Sack other than Documents;

c) no Document placed in a Box for storage will be a document of Title, currency, bond or security of intrinsic value beyond the material from which it is made (such items require a dedicated storage area by arrangement);

d) the contents of any Boxes/Sacks the Company is instructed to destroy consist of nothing the Company is not entitled to destroy without incurring third-party liability;

e) the Customer enters into these Terms in the course of a business and will deposit Documents only in the course of that business;

f) the Customer is responsible for keeping a record of the contents of each Box stored on its behalf; and

g) the Customer will indemnify and keep the Company indemnified against all costs, claims, demands and liability arising out of any breach by the Customer of its obligations under these Terms.

11. TERMINATION OF THIS AGREEMENT

a) The Customer shall notify the Company in writing at least 6 months before the expiry of the Storage Contract whether it wishes to enter into another Storage Contract. If it fails to do so, a fee for a further one year's storage shall be payable at the Company's discretion, and the Customer shall remove all Boxes at its own expense.

b) The Company may terminate on fourteen days' written notice if: (i) a Bankruptcy or Interim Order under the Insolvency Act 1986 is made in respect of the Customer, or the Customer being a corporate body goes into liquidation (other than for solvent amalgamation or reconstruction); (ii) any monies due to the Company are not paid within one month of becoming due; or (iii) the Customer commits a serious breach of this Agreement. On such termination the Customer will remove all Boxes at its own expense.

c) On termination howsoever caused, the Company will invoice the Customer at the prevailing perm-out cubic-foot rate, in addition to retrieval, transportation and materials fees. The Company can process up to 400 Boxes per working week.

d) If, on termination, Boxes are not removed within seven days after they should have been, the Company may serve written notice that the Boxes will be destroyed on expiry of seven days from that notice; on expiry the Company may destroy them and recover the destruction fee for each Box as if the Customer had instructed destruction.

12. FURTHER STIPULATIONS

a) These Terms do not confer on the Customer any right of entry to the Company's premises.

b) No variation of these Terms is effective unless recorded in writing and signed by or on behalf of both parties.

c) The Company may assign these Terms. The Customer may not assign this Agreement, but if the Customer transfers ownership or the right to possession of the contents of Boxes, the Company may at its discretion enter into an agreement on its then-usual terms with the Customer's successor in title.

d) Any reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time.

e) Any notice under these Terms is sufficiently served if delivered by hand or sent by pre-paid post — to the Company at its Registered Office, and to the Customer at its correspondence address as notified. A posted notice is deemed to arrive on the second weekday (excluding Bank Holidays) after posting.

f) Clause headings are for convenience only and do not affect construction.

g) **Force majeure.** Neither party is liable for failure or delay in performing its obligations (other than an obligation to pay) caused by an event beyond its reasonable control, including fire, flood, power or telecommunications failure, industrial action, epidemic, or the act or omission of a third party. The affected party shall notify the other and use reasonable efforts to resume performance. Nothing in this clause reduces the Company's data-protection obligations under clause 7.

h) **Severance.** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

i) **Governing law.** These Terms are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.