



**THE MALTINGS DOCUMENT STORAGE
SOLUTIONS LTD**

**AGREEMENT
for
RECORDS MANAGEMENT SERVICES**

ACCOUNT NUMBER

.....

AGREEMENT is dated

Customer Account Number:

PARTIES

(1) The Maltings Document Storage Solutions Limited with company number 10334384 whose registered office is at The Maltings, East Tyndall Street, Cardiff Bay, CF24 5EA
(Supplier)

(2)
..... (Customer).

BACKGROUND

- A. The Supplier provides a records management service which includes, inter alia, the collection, storage, retrieval, delivery and destruction of Records (defined herein)
- B. The Customer wishes to procure the services of the Supplier to manage the Customer's Records on the terms and conditions set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions

Commencement Date: the day when the Customer first receives Services for which a charge is due under this Agreement

Customer: the person, firm or company who purchases Services from the Supplier.

Minimum Contract Period: the period of twelve months, starting on the Commencement Date.

Permanent Removal: the permanent removal from storage and collection by the Customer from the Suppliers premises of such Records as the Customer specifies;

Records: means any data, documents, files, records, papers or other materials in respect of which the Supplier agrees to provide the Services to the Client.

RPIX: means the Retail Prices Index (excluding mortgages) as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties agree.

Services: the services to be provided by the Supplier under this agreement as set out in Schedule 1 together with any other services which the Supplier provides or agrees to provide to the Customer.

Temporary Removal: the temporary removal from storage and delivery by the Supplier to the Customer of such Records as the Customer specifies.

VAT: value added tax chargeable under the laws of England and Wales for the time being and any similar additional tax.

- 1.2 Condition, schedule and paragraph headings shall not affect the interpretation of these conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 References to conditions and schedules are to the conditions and schedules of this agreement. References to paragraphs are to paragraphs of the relevant schedule.

2. COMMENCEMENT AND DURATION

- 2.1 Subject to condition 2.2 and to condition 9 the Services supplied under this agreement shall be provided during the Minimum Contract Period and any Extended Period (as defined in clause 2.2 below).
- 2.2 Subject to condition 9 (Termination) this agreement shall automatically continue beyond the Minimum Contract Period for an extended period (the “**Extended Period**”) unless it is terminated by a party giving to the other written notice of not less than three (3) months. Such a notice may be served during the Minimum Contract Period, but it shall not expire before the end of the Minimum Contract Period. The Extended Period may also be terminated by a party giving written notice to the other party of not less than 3 months. If such a notice is served it may only expire on an anniversary of the expiry of the Minimum Contract Period.

3. SUPPLIER'S OBLIGATIONS

The Supplier shall use reasonable endeavours to provide the Services, to the Customer, in accordance with Schedule 1 in all material respects.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- (a) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
 - (b) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment in all cases before the date on which the Services are to start and during the term of this agreement;
 - (c) observe all security requirements that apply at any of the Supplier's premises; and
 - (d) provide reasonable assistance and cooperate with the Supplier to enable it to deliver the Services in accordance with this agreement.

- 4.2 The Customer warrants (on the date of this agreement) and undertakes to the Supplier during the term of this agreement) that it is either solely beneficially entitled to the Records or has the authority of all those interested in the Records to enter into this agreement and to bind them to its terms.

5. CHARGES AND PAYMENT

- 5.1 The charges payable for the Services shall be calculated in accordance with Schedules 1 and 2.
- 5.2 The Supplier shall invoice the Customer monthly in arrears for the charges that are payable, together with VAT, where appropriate.
- 5.3 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt.
- 5.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the higher annual rate of 3% above the base lending rate from time to time of Barclays Bank plc, or interest under the Late Payment of Commercial Debts (Interest) Act 1998 accruing daily and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend all Services until payment has been made in full.
- 5.5 Time for payment shall be of the essence of this agreement.
- 5.6 All sums payable to the Supplier under this agreement shall become due immediately on its termination, despite any other provision. This condition 5.6 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 5.7 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

6. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

- 6.1 The Customer and The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier or disclosed to the Supplier by the Customer.
- 6.2 This condition 6 shall survive termination of this agreement, however arising.

7. LIMITATION OF LIABILITY

- 7.1 This condition 7 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of this agreement;

- (b) any use made by the Customer of the Services; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 7.2 To the extent it is lawful to do so, any warranties, conditions or other terms that may otherwise be implied by law are excluded from this agreement.
- 7.3 Nothing in this agreement limits or excludes the liability of the Supplier for death or personal injury resulting from negligence.
- 7.4 Subject to condition 7.2 and condition 7.3:
 - (a) the Supplier shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of (or corruption of) data or information, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the total charges paid to the Supplier under this agreement in the 12-month period prior to the breach occurring.

8. DATA PROTECTION

The parties agree that the Supplier is acting as a data processor, when providing the Services to the Customer. It is also agreed that the Customer is acting as a data controller, providing the Supplier with personal data which is stored (as part of the Services) by the Supplier and which the Customer controls. When undertaking any such processing activity, the parties agree that the provisions of Schedule 3 shall apply.

9. TERMINATION

- 9.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement immediately on giving written notice to the other if the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach.
- 9.2 On termination of this agreement for any reason:
 - (a) the Customer shall immediately pay to the Supplier all the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - (b) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10. INSURANCE

During the term of this agreement the Supplier shall maintain in force, professional indemnity insurance and public liability insurance and shall, on the Customer's request, produce both the insurance certificates giving details of cover and the receipts (or similar proof) for the current year's premium.

11. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement if such delay is due to any cause whatsoever beyond its reasonable control.

12. VARIATION

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13. STATUS OF PRE-CONTRACTUAL STATEMENTS

Each of the parties acknowledges and agrees that, in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

14. ASSIGNMENT

14.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

14.2 Subject to the provisions of paragraph 2.10 of schedule 3 in respect of personal data, the Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

15. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16. RIGHTS OF THIRD PARTIES

This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

17. NOTICES

Save where expressed otherwise, notice given under this agreement shall be in writing, sent for the attention of the person, and to the address, given in this agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered personally or sent by pre-paid, first-class post either recorded delivery or registered and will be deemed to have been communicated only upon the date of actual delivery

18. GOVERNING LAW AND JURISDICTION

- 18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Services

1. Collection

- 1.1 The Customer shall notify the Supplier via the online MDSS Portal or e-mail only of the Records for collection and shall confirm the approximate quantity of such Records.
- 1.2 The Supplier shall collect the Records from the address specified by the Customer within a reasonable period of time of the receipt by the Supplier of the Customer's notification.
- 1.3 The Customer will:
 - 1.3.1 ensure the Records are made available for collection from a ground floor location; and
 - 1.3.2 ensure that the Records are properly and securely packed for collection; and
 - 1.3.3 will provide the Supplier's driver with any special instructions relating to the Records such special instructions to be clearly marked upon the boxes and/or files within which the said Records are contained; and
 - 1.3.4 endorse the relevant Records with any destruction date and provide these details on the outside of each item to enable the Customer to have the option to use the Destruction Services as defined in paragraph 5.1.
- 1.4 The Supplier will provide adequate labour and equipment to facilitate the efficient loading of the Records.
- 1.5 The Customer shall sign a note ("the **Collection Note**") produced by the Supplier in respect of the collected Records. As between the parties the Collection Note shall be conclusive evidence as to the fact and time of collection of the said Records.
- 1.6 The Supplier shall transport the Records, by such means as may be appropriate to the Suppliers premises where the said Records will be held in storage.
- 1.7 The Supplier shall ensure that the Records are always from collection to storage in the actual custody of a responsible person employed by the Supplier or an agent or sub-contractor of the Supplier or employed by such sub-contractor.
- 1.8 The Supplier shall, as agreed between the Supplier and the Customer, comply with any reasonable specific collection and storage instructions, such instructions to be recorded and acknowledged by the parties.
- 1.9 The Customer shall not submit for collection and the Supplier shall not be obliged to store:
 - 1.9.1 any written printed or pictorial matter which is or might reasonably be held to be obscene, blasphemous, scandalous, defamatory, proscribed or prohibited in the United Kingdom;
 - 1.9.2 any article the possession of which is unlawful by the law of the United Kingdom

2. Storage

- 2.1 The Supplier shall store the Customer's Records at any of the Supplier's premises.
- 2.2 The Supplier shall, if applicable, attribute a unique reference number to the Customer's Records.
- 2.3 The Customer shall be solely responsible for insuring the Records whilst such Records are in the custody of the supplier

3. Temporary Removal

- 3.1 The Customer shall request a Temporary Removal by (i) notifying the Supplier via the MDSS Portal, or by e-mail only and (ii) quoting, if applicable, the unique reference number attributed to the applicable Records.
- 3.2 The Supplier shall respond to the request for Temporary Removal within a reasonable period of time of the receipt by the Supplier of the Customer's notification.
- 3.3 The Customer shall sign a note ("the Delivery Note") produced by the Supplier in respect of the Temporary Removal. As between the parties the Delivery Note shall be conclusive evidence as to the fact and time of delivery of the relevant Records

4. Permanent Removal

- 4.1 Records subject to Permanent Removal, shall, unless otherwise agreed between the parties, be collected from the Supplier's premises by the Customer following expiry of this contract pursuant to a notice given under Condition 2.2 (Commencement and Duration). The Permanent Removal charge is four pounds and twenty-five pence per box.
- 4.2 Should the customer request a Permanent Removal before the expiry of this contract, in addition to the Permanent Removal charge, an early removal charge will be applicable, calculated by the number of boxes being Permanently Removed multiplied by the Storage charges as set out in Schedule 2 for the relevant period. The relevant period means (1) where the request is made during the first 9 months of the Minimum Contract Period, the remainder of the Minimum Contract Period (2) where the request is made afterwards, three months.
- 4.3 Subject to paragraph 6 of this Schedule, the Customer shall notify the Supplier by post or e-mail only, of the Permanent Removal quoting the unique reference number attributed to the relevant Records.
- 4.4 Where paragraph 4.2 applies, the Supplier shall use reasonable endeavours to respond to the request for Permanent Removal within a reasonable period of time of the receipt by the Supplier of the Customer's notification.
- 4.5 The Customer shall sign a note ("**the Note**") produced by the Supplier in relation to the Permanent Removal. As between the parties the Note shall be conclusive evidence as to the fact and time of the Permanent Removal.

5. Destruction

- 5.1 Subject to paragraph 5.2 below the Supplier shall provide a confidential destruction service for Customer Records in accordance with this paragraph 5 (“**Destruction Services**”).
- 5.2 If the Customer wishes to use the Destruction Services in respect to all or any of its Records in preference to the Permanent Removal of those Records it shall:
- 5.2.1 prior to collection of the Records under paragraph 1 (Collection) endorse the relevant Records (in accordance with condition 1.1.3) with the applicable destruction date and provide those details on the outside of each item to the Supplier at or prior to the time of collection; and
 - 5.2.2 sign and return to the Supplier the letter of authority issued by the Supplier as a condition of the implementation of the Destruction Services;
- 5.3 Subject to the Customer complying with paragraph 5.2.1 the Supplier shall keep a record of the proposed destruction date. If the Customer wishes to extend any proposed destruction date it shall notify the Supplier of this in writing and subject to the number of items involved the Supplier may charge a reasonable administration fee to amend its records.
- 5.4 Following the supply of the details by the Customer under paragraph 5.2 the Supplier shall provide the Customer with a definitive list of Records including any dates for destruction.
- 5.5 If the Customer requests the Supplier to carry out the destruction of certain Records then the Customer shall indicate by reference to the list (referred to in 5.3 above) the Records to be destroyed and return the said list (hereinafter “the Destruction Order”) by email to the Supplier.
- 5.6 Upon receipt of the Destruction Order the Supplier shall send the Customer a letter (“the Letter of Excluded Liability – Waste Transfer Note”). As a condition precedent to the performance of the Destruction Services the Customer shall confirm the acceptance of the terms of the Letter of Excluded Liability. Upon destruction of the relevant files the Supplier shall provide the Customer with confirmation that the Destruction Order has been acted upon (Certificate of Destruction).
- 5.7 The same charges shall apply for the destruction of Records as if they were subject to Permanent Removal.

Schedule 2 Pricing

1. The charges payable for the Services shall be calculated as set out in this Schedule 2
2. The charges payable for the Services may be amended from time to time by the Supplier giving not less than three months written notice to the Customer

A. Storage & Scanning

Storage charged at per box per week Minimum Monthly Storage for 50 boxes may apply <i>All charges exclude VAT.</i>
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<i>Maximum external measurements: - 44.5cm long x 35.5cm high x 26.6cm wide</i>
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B. Temporary Removal

£..... per item picking and handling charge
Rental charges will still apply during periods of temporary removal

C. Destruction

£..... per specified sack / £..... per Bankers Box
<i>Specified sacks are charged at £0.40p each and will be delivered in minimum quantities of 10. This cost is included.</i>

D. Database Entry

Full Box Details Only – Free of charge Individual File Entry (as required) is charged at per file
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E. Delivery/Collection Charge (Service Visits)

Transport charges will apply of £..... per trip. Handling is charged as above.
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Schedule 3 – Data Processing

Part A

1. In this schedule 3 the following terms have the following meanings:

Applicable Law	means: <ul style="list-style-type: none">(a) any statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject;(b) the common law and laws of equity, as applicable to the parties from time to time;(c) any binding court order, judgment or decree; or(d) any direction, policy, rule or order that is binding on a party and is made or given by any regulatory body having jurisdiction over that party or any of its assets, resources or business;
Complaint	means a complaint or request relating to a party's obligations under Data Protection Law that is relevant to this agreement, including any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority;
Data Controller	has the meaning given to that term (or to the term 'controller') under Data Protection Law;
Data Processor	has the meaning given to that term (or to the term 'processor') under Data Protection Law;
Data Protection Law	means any Applicable Law relating to the processing, privacy, and/or use of Personal Data, including: <ul style="list-style-type: none">(a) in the United Kingdom:<ul style="list-style-type: none">(i) up to and including the 24th of May 2018 the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426; and(ii) from and including the 25th of May 2018, the General Data Protection Regulation (EU) 2016/679 ("GDPR") and/or any national laws replacing, amending or re-enacting the GDPR;(b) any judicial or administrative interpretation of any of the above and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority from time to time;
Data Subject	has the meaning given to that term under Data Protection Law;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Law that relates to this Agreement, the

Protected Data and/or the Services;

International Organisation	means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or based on, an agreement between two or more countries;
Personal Data	has the meaning given to that term under Data Protection Law;
Personal Data Breach	means any breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, any Protected Data;
Processing	has the meaning given to that term under Data Protection Law (and related terms, such as “process” shall have corresponding meanings);
Processing Instructions	the processing instructions set out in paragraph 2 and such other written instructions of the Customer as may be provided to the Supplier from time to time;
Processing Period	the period of time specified in Part B of this schedule;
Protected Data	means the types of personal data described in Part B of this schedule in respect of the categories of Data Subjects also described in Part B of this schedule, which the Customer (or any person on behalf of the Customer) makes available to or shares with the Supplier in connection with or for the purposes of this agreement;
Specified Processing	the processing described in Part B of this schedule (as may varied by the written agreement of the parties from time to time), to be undertaken by the Supplier in respect of the Protected Data;
Supervisory Authority	means the Information Commissioner’s Office or any replacement or superseding body responsible for administering Data Protection Law.

2. Data Protection

- 2.1 The supply of the Services by the Supplier includes the provision of the Specified Processing. The parties agree that, in respect of the Specified Processing, the Customer shall be the Data Controller, and the Supplier shall be the Data Processor.
- 2.2 Both parties shall perform their obligations under this paragraph 2 in accordance with Data Protection Law.
- 2.3 The Customer warrants and represents (and the Supplier enters into this agreement relying on this) that it has taken all necessary steps to enable the lawful transfer of the Protected Data to the Supplier for the purposes of the Specified Processing.
- 2.4 The Supplier shall carry out the Specified Processing during the Processing Period.
- 2.5 Subject to paragraph 2.6 the Supplier shall:
 - (a) undertake the Specified Processing strictly in accordance with the Processing Instructions; and

- (b) not carry out any processing in relation to the Protected Data, other than the Specified Processing.
- 2.6 The Supplier may undertake such processing of the Protected Data as may be required from time to time by Data Protection Law **PROVIDED ALWAYS** that, where such a requirement applies, the Supplier shall (unless prohibited from doing so by the relevant law on important grounds of public interest) notify the Customer of the processing obligation prior to undertaking the processing in question.
- 2.7 The Supplier shall, in relation to its processing of the Protected Data, implement and maintain, at its own cost and expense, appropriate technical and organisational measures to ensure that:
 - (a) the processing will meet the requirements of Data Protection Law and ensure the protection of the rights of Data Subjects; and
 - (b) it has in place a level of security that is appropriate to the risks that may arise from the processing.
- 2.8 Without prejudice to its obligations under paragraph 2.7, the Supplier shall, in performing its obligations under this Agreement, comply with the requirements relating the security of processing set out in Data Protection Law (as applicable to Data Processors).
- 2.9 The Supplier shall ensure that access to the Protected Data is strictly limited to those of its directors, employees and agents ("**Supplier Personnel**") who require access to it in connection with the supply of the Services. Subject to paragraph 2.5, the Supplier shall ensure that the Supplier Personnel:
 - (a) only process the Protected Data in accordance with the Processing Instructions; and
 - (b) are subject to binding written contractual obligations with the Supplier to keep the Protected Data confidential.
- 2.10 The Supplier may engage a data processor to carry out any of its duties or obligations under this Agreement without the Customer's prior written consent. If the Supplier does this it shall impose on such a data processor contractual obligation in respect of its processing of the Protected Data, equivalent to those set out in this paragraph 2.
- 2.11 The Supplier shall:
 - (a) in the event it receives a request from a Data Subject, in relation to Personal Data, refer the Data Subject to the Customer unless otherwise prohibited by law. The Customer will reimburse the Supplier for all costs incurred resulting from providing reasonable assistance in dealing with a Data Subject request. If the Supplier is legally required to respond to the Data Subject, the Customer will fully cooperate with the Supplier as applicable; and
 - (b) not respond to any Data Subject Request and/or Complaint without the Customer's prior written approval.
- 2.12 Without prejudice to its obligations under paragraph 2.11 (b) the Supplier shall (considering the nature of processing and the information available to the Supplier), at provide such information, co-operation and other assistance to the Customer as the Customer reasonably requires from time to time (at the cost of the Customer) relating to:

- (a) the security of processing;
 - (b) data protection impact assessments (as such term is defined under Data Protection Law), including any requirement for prior consultation with the Supervisory Authority in respect of any high-risk processing; and
 - (c) any remedial action that needs to be taken and/or notifications or communications that need to be made in response to any Complaint or Personal Data Breach, including any notification of a Personal Data Breach to the Supervisory Authority and/or communication of a Personal Data Breach to any affected Data Subject(s).
- 2.13 The Supplier shall not transfer any Protected Data to any country outside the European Economic Area.
- 2.14 The Supplier will make available to the Customer all information reasonably necessary to demonstrate compliance with its processing obligations and allow for and contribute to audits and inspections.
- 2.15 If a Personal Data Breach is discovered by or brought to the attention of the Supplier, the Supplier shall;
- (a) notify the Customer of the Personal Data Breach without undue delay and in any event no later than forty-eight hours after becoming aware of the Personal Data Breach; and
 - (b) provide to the Customer without undue delay information relating to the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects and Protected Data records concerned.
- 2.16 On termination or expiry of this agreement or, if earlier, completion of the Specified Processing, the Supplier shall (and shall ensure that all persons acting on its behalf and all Supplier Personnel shall) without undue delay and as directed by the Customer:
- (a) either securely destroy (or delete as appropriate) or securely return (in such form as the Customer may reasonably require) to the Customer the Protected Data (or relevant part thereof); and
 - (b) securely destroy (or delete as appropriate) any existing copies of the Protected Data (or relevant part thereof).
- PROVIDED ALWAYS** that the obligations set out in this paragraph 2.16 shall not apply to the extent that the Supplier is required by Applicable Law to retain any Protected Data, in which case the Supplier shall notify the Customer in writing of any such requirement.
- 2.17 The Supplier warrants and undertakes it will implement appropriate technical and organisational procedures to protect Personal Data, considering the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The Customer will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 2.18 The Supplier will take steps to ensure that any natural person acting under the authority of the Customer who is to have access to Personal Data only processes the Personal Data on the documented instructions of the Customer.

- 2.19 The Customer acknowledges and agrees that some instructions from it to the Supplier, including assisting with audits, inspections or data protection impact assessments by the Supplier, may result in the Supplier raising additional fees. In such case, the Supplier will notify the Customer of its fees for providing such assistance in advance.
- 2.20 The Customer and the Supplier and, where applicable, their representatives, will cooperate, on request, with the Supervisory Authority in the performance of their respective obligations in respect of the provisions of this schedule 3.
- 2.21 To the extent of any conflict or inconsistency between the terms of this Schedule 3 and the other terms this agreement with respect to the privacy and security of Personal Data, the terms more protective of the Personal Data will apply. In all other respects, the other terms of this agreement prevail.

PART B

Subject matter of the processing:

[The storage of the Records as described in Schedule 2]

Processing Period:

[This is the period during which the Services are to be provided as set out in clause 2]

Nature and purpose of the processing:

[The purpose and the nature of the processing is physical storage and retrieval of the Customer's Records.]

Type of Personal Data:

[Due to the terms of the agreement and the requirements of the Customer as data controller this is unknown]

Categories of Data Subjects:

[Due to the terms of the agreement and the requirements of the Customer as data controller this is unknown]

**AGREEMENT
for
RECORDS MANAGEMENT SERVICES**

ACCOUNT NUMBER

Signed by:

Print name:

Date:

Duly authorised to sign on behalf of

The Maltings Document Storage Solutions Ltd

Signed by:

Print name:

Date:

Duly authorised to sign on behalf of

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