

Agreement for the Sale of Customs Warehouse Management Support System (MSS) Data

This Agreement is comprised of the Order Form, Schedule A (Services and Data to be provided by HMRC) and Schedule B (Terms and Conditions)

Dated..... is made

Between

The Commissioners of Her Majesty's Revenue and Customs with principal offices at: 1 Parliament Street, London, SW1A 2BQ (referred to as 'HMRC')

and

(Name).....

(Address).....

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Legal Status – Limited Company / Sole Trader / Partnership / Other.....
(Please circle)

(hereinafter known as the 'Purchaser')

Order Form

Warehouse Data Report

The following data items will be provided per Report

- Premises (Warehouse) Number
- EPU Number
- Entry Number
- Entry Date Customs Procedure Code
- Number of Items
- Commodity Code

Please note - Reports to Warehouse operators are only available in the format listed above.

Information Request:

Please indicate the Premises (Warehouse) Number in respect of each Warehouse Data Report required.

Charge - Each entry below represents a separate Warehouse Data Report and is charged at the rate of **£20 plus VAT per Report for each Month.**

<i>Warehouse Premises Number</i>	<i>Requested Months - MM/YY (calendar month)</i>
1...../..... to/.....
2...../..... to/.....
3...../..... to/.....
4...../..... to/.....
5...../..... to/.....
6...../..... to/.....
7...../..... to/.....
8...../..... to/.....
9...../..... to/.....
10...../..... to/.....

Any further information:

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Consent Letter to Disclose Information to Nominated Person

Please provide an original signed letter from the company responsible for each of the specified Customs Warehouse Numbers listed consenting to the disclosure of information to the relevant person nominated to receive the information (the Nominated Person**).**

This information must be correctly supplied with the completed Agreement before Warehouse Data Reports for that premises may be supplied.

Delivery Details

- Nominated Person details:

Name, job title of Nominated Person to receive the Warehouse Data	
Address of the Nominated Person to receive the Warehouse Data	
Email address of the Nominated Person to where the Data will be sent	

- Invoice Details (if different to the above):

Contact Name, Address and Email Address where invoice is to be sent to	
Email address for any technical problems experienced	

Security Note - The Warehouse Data Reports are delivered to the Nominated Person by email to the email address provided above. The Purchaser in entering into this Agreement is agreeing to receive the Warehouse Data Reports in this manner. The Purchaser waives any claim, right or action against HMRC arising from or connected to any interception or breach of security by any third party whether arising from any breach of contract, negligence, breach of statutory duty or otherwise.

Signing the Agreement

By placing this Order the Purchaser acknowledges and accepts:

1. the terms and conditions contained in this Agreement,
2. that the Customs Warehouse Data will be supplied via e-mail to the nominated e-mail address in the Order Form and while e-mail is not a secure method of communication HMRC is not liable in any manner for the security of the information once it has been transmitted.

Declaration

I the undersigned as the Purchaser's duly authorised representative hereby warrant that I have read and agree to abide by all the provisions, terms and conditions of this Agreement

For and on behalf of the Purchaser:

Signed.....

Name (please print)	
Role / Title	
Company (name and address)	
E-mail address	
Telephone number	

For and on behalf of HMRC:

Name (please print)	Natalie Harris
Title	Uktradeinfo Customer Support – MSS team manager
E-mail address	uktradeinfo@hmrc.gov.uk

The signed Agreement Order Form must be **emailed** to the above HMRC team address with: the relevant Consent Letter(s) before Warehouse Data Reports requests will be processed.

Please allow **10 working days** from the date of emailing before you hear back from us.

Schedule A. Description of services and data to be provided by HMRC

1. The Service

1.1 Warehouse Data is available on a monthly basis. The period of months for which a request is made should be indicated on the Order Form as well as the Warehouse Numbers in respect of which the information is required.

1.2 Warehouse Data Reports are chargeable at a rate of £20.00 plus Vat for each month requested report

1.3 Reports will only be provided to the Purchaser Contract Representative indicated in the Agreement Order Form and only where the details and Consent Letter evidence indicated on the Order Form is provided.

1.4 The HMRC MSS team will not be able to resolve any queries arising from this data. Any such queries will need to be referred to the Authorisation and Returns Team at Leeds.

1.5 Warehouse Data Reports will not contain data from cancelled or deleted entries (these include export entries which were automatically deleted from CHIEF due to no message recording arrival at place of export being received within a specified period).

2. Dispatch of Data

2.1 Warehouse Data Reports will be delivered by e-mail to the Nominated Person. The normal format for electronic Data Report delivery will be a downloaded Excel spreadsheet unless the size of the report exceeds the maximum number of lines available in Excel, in which case Comma Separated Variable (CSV) format will be used.

2.2 In agreeing this method of communication, the Purchaser here acknowledges and agrees that HMRC shall not be liable in any respect for the security of information once it has been transmitted via e-mail on the Internet.

3. Invoicing and Payment

3.1 On completion of the Order Form, the Purchaser should return it to the address indicated on the Order Form along with relevant consent letter(s).

3.2 On receipt of a duly submitted Order Form, the HMRC Accounts Receivable Team will issue an invoice on instructions from the uktradeinfo MSS Team. Please note that payment must be made according to instructions on this invoice. In no circumstances should payment be sent to the uktradeinfo MSS Team.

3.3 Warehouse Data Report(s) will be issued only **after** the correct payment of the Invoice has been received in accordance with the instructions on the invoice. Data Reports will only be sent to the Nominated Person at the details on the Order Form.

Schedule B - Terms and Conditions

A. General

A1 Definitions

A1.1 Agreement means this legally binding Agreement between HMRC and the Purchaser for the provision of Customs Warehouse Data, including the Order Form, Schedule A and Schedule B (these Terms and Conditions) determining the rights and obligations of the parties.

A1.2 Data means the Warehouse Data Reports as outlined in the Agreement Order Form.

A.1.3 Force Majeure event means any event, occurrence or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:

- a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party;
- b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- c) acts of government, local government or Regulatory Bodies;
- d) fire, flood, any disaster and any failure or shortage of power or fuel;
- e) industrial dispute.

A1.4 Purchaser means the individual or company (which term shall include their representatives, employees, and legal representatives) that is party that agrees to purchase the Data under the terms of this Agreement.

A2 Entire Agreement

A2.1 This Agreement, including the Schedules constitutes the entire Agreement between the parties.

A3 Communications

A3.1 Any communication arising from this Agreement shall be sent by e-mail to the addresses stipulated in the Agreement. The Contract Representative for each party undertakes to inform the other of any change of name, address or any other such details relating to the Agreement. No change shall be effective prior to such notification.

A4 Confidentiality and Security of Warehouse Data

A4.1 Except in the performance of the Agreement and to the extent required in law, neither party shall divulge any confidential information disclosed in this Agreement to any third party and each party shall take such reasonable measures to ensure that no unauthorised person gains access to any confidential information obtained in the performance of this Agreement.

A4.2 HMRC will not knowingly provide Warehouse Data, not otherwise covered by the Agreement, relating to any third party unless appropriate authorisation is provided by the Purchaser from the importer/exporter but this is without prejudice to the waiver of liability by the Purchaser to HMRC given in the Order Form above.

B STATUTORY REGULATIONS AND OBLIGATIONS

B1 Relevant Data Protection Laws

B1.1 The Purchaser shall comply with the requirements of the Relevant Data Protection Laws. If the Purchaser fails to comply with any provisions of this condition, then HMRC may terminate the Agreement with immediate effect.

B1.2 The provisions of this condition shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

B2 Prevention of Corruption and the Bribery Act 2010.

B2.1 The Purchaser shall comply with all applicable laws relating to bribery, corruption and fraud including the provisions of the Bribery Act 2010 and shall not offer or give any gift or consideration of any kind as an inducement or reward, to any employee or representative of HMRC, with the intention of influencing him/her in connection with this Agreement.

B3 Compliance with Value Added Tax and other Tax Requirements.

B3.1 The Purchaser shall at all times comply with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect taxes. Failure to comply may constitute a fundamental breach of the Agreement and HMRC may exercise the right to terminate the Agreement with immediate effect.

B4 Patents, Information and Intellectual Property Rights

B4.1 It shall be a condition of the Agreement that Data supplied by the Purchaser will not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and the Purchaser shall indemnify HMRC against all actions, suits, claims, demands, losses, charges, costs and expenses which HMRC may suffer or incur as a result of or in connection with any breach of this Condition. This indemnity shall not apply to the extent that the Purchaser is in breach of the terms of this Agreement due to HMRC's fault.

B4.2 All intellectual property rights (including ownership and copyright and rights affording protection similar to copyright whether registered or unregistered) in any instructions, patents, inventions, designs or other material:

(a) furnished to or made available to the Purchaser by HMRC shall remain the property of HMRC

(b) made for the Purchaser for use, or intended use, in relation to the performance of this Agreement shall belong to HMRC, and the Purchaser shall not and shall procure that the Purchaser's employees, servants, agents, suppliers and sub-contractors shall not without prior written consent of HMRC, use or disclose any such intellectual property and intellectual property rights, or any other information (whether or not relevant to this Agreement) which the Purchaser may obtain except information which is in the public domain.

B4.3 The provisions of this Condition shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

C Control of the agreement

C1 Assignment

C1.1. The Purchaser shall not assign any of the benefits of the Agreement, i.e. the Warehouse Data purchased under this Agreement, to any unauthorised third party without the prior written consent of HMRC.

C2 Liability

C2.1. HMRC shall not be liable for the security of any Warehouse Data requested by the Purchaser to be transmitted by e-mail via the Internet, fax or via Postal Services.

C2.2. HMRC shall not be liable in respect of the accuracy of Warehouse Data .

D Payment

D1 Payment Terms

D1.1 The Purchaser shall make Payment within 30 days of receipt of an invoice. Warehouse Data shall only be issued on receipt of the correct invoice payment.

D2 Default in payment

D2.1 If the Purchaser fails to pay the full amount of the purchase price within the time specified in D1.1, HMRC reserves the right to withhold any Data or terminate the Agreement in respect of any or all future requests for Data by the Purchaser.

E Termination and law

E1 Termination

E1.1. HMRC shall have the right at any time to give notice in writing to the Purchaser to terminate this Agreement in the event that:

a) The Purchaser commits a fundamental breach of any of the terms of this Agreement;

b) The Purchaser commits a breach which is capable of remedy and is unable to remedy such a breach within 30 days of being requested by HMRC to do so;

c) The Purchaser is declared bankrupt, wound up, or in receivership or

d) Where the Purchaser in the opinion of HMRC causes material adverse publicity relating to or affecting HMRC in connection with this Agreement.

E2 Surviving clauses

E2.1 The termination or expiry of this Agreement shall not affect any provision of the Agreement which expressly or by implication is to be performed or observed after such termination or expiry including without limitation Sections B4 (Patents, Information and Intellectual Property Rights), Section D (Payment),

E2 Break Clause

E2.1 HMRC shall, in addition to its power under any other condition of the Agreement, have power to terminate this Agreement at any time by giving the Purchaser written notice of one month.

E3 Law

E3.1 This Agreement is subject to, and interpreted in accordance with, English Law, and shall be subject to the jurisdiction of the English Courts.

F Limitation of Liability

F1 Force Majeure

Neither Party will be liable to the other party for any delay in performing, or failure to perform, its obligations under this Agreement (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. If a Force Majeure event prevents either party from performing its obligations under this Agreement for more than 15 consecutive calendar days, the other Party may terminate this Call-Off Contract with immediate effect by notice in writing.

F2 Limits of Liability

F2.1 Neither party excludes or limits its liability for death or personal injury; bribery or fraud by it or its employees; breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982; or any liability to the extent it cannot be excluded or limited by Law.

F2.2 Subject to Clauses F2.1, each party's total aggregate liability relating to all losses due to a default in connection with this Agreed shall not exceed 200% of the

total payments either paid or payable under provisions of Section D of Schedule B of this Agreement (Payments).