



Terms and conditions for the provision of services - business to business only.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following expressions shall have the following meanings unless inconsistent with the context:

“Business Day” a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

“SS” Shred Station Limited, a company incorporated and registered in England and Wales with company number 06359628;

“Containers” containers, including without limitation bins, bags and boxes, supplied by SS to the Customer on loan as part of the Services;

“Contract” the contract between SS and the Customer for the supply of Services in accordance with these Terms and Conditions and the information specified in the Order;

“Customer” the person(s), firm or company to whom SS provides the Services under the Contract;

“Customer Service Agreement” SS’s customer service agreement setting out specified information about the Services ordered by the Customer;

“Data Protection Legislation” (i) unless and until the General Data Protection Regulation (EU) 2016/679 (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

“Force Majeure” an event beyond the reasonable control of SS including but not limited to protest, act of god, epidemic, pandemic, terrorist attack, riot, civil commotion, threat of or preparation for war, war, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or adverse weather conditions;

“Hazardous Materials” has the meaning set out in Condition 3.4;

“Materials” the materials to be destroyed by SS under the Contract as specified in the Order and unless otherwise agreed in writing between SS and the Customer shall be limited to paper only;

“Personal Data” has the meaning given under the Data Protection Legislation;

“Personal Data Breach” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data received from the Customer in performing the Services;

“Order” the Customer’s order for the supply of Services, as set out in the Customer Service

Agreement;

“Services” loan of the Containers to the Customer, collection of the Materials from the Service Point, the destruction of the Materials away from the Customer’s premises by SS by any method which it shall at its discretion choose, unless onsite destructions have been specifically agreed by SS in the Customer Service Agreement or subsequently in writing, in which case the destruction of the Materials shall take place at the Customer’s premises, and any other incidental or ancillary Services supplied by SS to the Customer;

“Service Point” the location notified by the Customer to SS where SS will collect the Materials;

“Terms and Conditions” the standard terms and conditions of sale set out in this document (as amended from time to time) together with any special terms agreed in writing between the Customer and SS.

1.2 The headings in these Terms and Conditions are for convenience only and shall not affect their construction or interpretation.

1.3 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted.

2. FORMATION, INCORPORATION AND DURATION

2.1 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Terms and Conditions and the Customer must ensure that the terms of the Order are complete and accurate.

2.2 No Contract shall come into existence until the Order is either accepted by SS’s written acceptance, or otherwise by SS commencing with the provision of the Services.

2.3 Permitting the performance of the Services by SS as specified in the Order shall be deemed conclusive evidence of the Customer’s acceptance of the Contract.

2.4 Any quotation given by SS shall not constitute an offer, and is only valid for a period of 30 Business Days from the date of issue provided that SS has not previously withdrawn it.

2.5 The Services supplied under the Contract shall be supplied for the period specified in the Customer Service Agreement or in the absence of being specified in the Customer Service Agreement, for a period of 12 months starting from the date of the first collection of the Materials from the Service Point by SS (Initial Term) and shall automatically extend for the same period as specified in the Customer Service Agreement or in the absence of having been specified in the Customer Service Agreement, for 12 months, (Extended Term) at the end of the Initial Term and at the end of each Extended Term unless either party gives written notice to the other party, not later than 90 days’ before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be or the Contract is terminated by SS or the Customer in accordance with Conditions 10.3 or 11.

2.6 The Contract constitutes the entire agreement between the parties. The Customer acknowledges

that it has not relied on, and SS shall have no liability to the Customer in respect of, any statement, promise or oral or written representation made or given by or on behalf of SS which is not set out in the Contract.

2.7 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom practice or course of dealing.

2.8 No variation to these Terms and Conditions shall be effective unless in writing signed by an authorised representative of SS.

3. SERVICES

3.1 SS will perform the Services and may make any changes to the Services or provision of the Services which are required to conform with any applicable safety or other statutory or regulatory requirements and do not materially affect the performance of the Services.

3.2 Unless agreed otherwise in writing between the parties, risk of loss of the Materials and ownership of the Materials shall pass to SS once the Materials have been loaded by SS from the Service Point onto SS operated vehicles.

3.3 The Containers are the property of SS and the Customer shall only use the Containers for the Materials and in accordance with any verbal or written instructions given by SS for their use and shall not remove the Containers from the Service Point without the prior written consent of SS. For the avoidance of doubt and save for when SS is actually performing the Services, the Customer shall be responsible at all times for ensuring the safety of the Containers, including without limitation, that the Containers are not damaged or destroyed or stolen whilst they remain on the Customer's premises.

3.4 Unless otherwise expressly agreed in writing between SS and the Customer, the Customer shall exclude from the Materials any materials which could cause damage or injury to persons or property or are in any way whatsoever hazardous, including without limitation, any glass, metal, asbestos, batteries, matches, aerosol cans, explosives, carbon fibre, combustibles, liquid, acid, oil, flammable, corrosive or hazardous materials (Hazardous Materials). Where the Customer has included in the Materials any Hazardous Materials, SS shall be entitled to refuse to handle or perform the Services on any Hazardous Materials and/or any Containers and/or any Materials containing or suspected by SS to be containing any Hazardous Materials and, at the Customer's cost, SS may at its option:-

3.4.1 return (or arrange for the return of) the Containers and/or the Materials and/or the Hazardous Materials to the Customer; or

3.4.2 arrange for the destruction of the Containers and/or the Materials and/or the Hazardous Materials, if necessary by a third party with expertise in the destruction of such Hazardous Materials; or

3.4.3 require the Customer to collect the Containers and/or the Materials and/or the Hazardous Materials.

3.5 Unless agreed otherwise in writing between the parties, it shall be the responsibility of the

Customer to place the Materials in the Containers and SS shall not be under any obligation to remove from the Service Point any materials which are left on or near the Containers.

3.6 Without prejudice to any other rights SS may have, the Customer shall indemnify and keep indemnified and hold harmless, SS against all liabilities, costs, expenses, damages and losses (including, without limitation, any direct or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by SS arising out of or in connection with any Containers and/or Materials collected by SS from the Service Point containing any Hazardous Materials.

4. CONFIDENTIALITY AND DATA PROTECTION

4.1 The parties acknowledge that the Materials may contain Personal Data and that the Customer is the Data Controller and SS is the Data Processor for the purposes of the Data Protection Legislation under the Contract.

4.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 4 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

4.3 SS shall:

4.3.1 process the Materials only in accordance with the Contract; and

4.3.2 ensure that it has in place appropriate technical and organisational measures to protect against the unauthorised or unlawful processing of any of the Materials and against accidental loss or destruction of, or damage to, the Materials, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Materials to be protected; and

4.3.3 keep the Materials confidential and secure until their destruction; and

4.3.4 where onsite destructions have been specifically agreed by SS in the Customer Service Agreement or subsequently in writing, destroy the Materials at the Customer's premises at the same time as collecting the Materials and where onsite destruction has not been specifically agreed by SS, use reasonable endeavours to destroy the Materials within one Business Day from arrival of the Materials at SS's destruction centre in accordance with the British Standard EN 15713:2009; and

4.3.5 not transfer the Materials before their destruction to any location outside of the UK;

4.3.6 not pass the Materials to any third party unless required to do so by law, or SS is doing so pursuant to Condition 3.4.2 or Condition 4.5 or Condition 6.8.2 or Condition 12.4; and

4.3.7 not take any copies of the Materials; and

4.3.8 ensure the reliability of its personnel and place procedures in place for appropriate training for such personnel to ensure compliance with this Condition 4; and

4.3.9 assist the Customer to the extent reasonably required, at the Customer's cost, in responding to any request from a Data Subject as defined under the Data Protection Legislation and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications and consultations with supervisory authorities or regulators; and

4.3.10 notify the Customer without undue delay on becoming aware of a Personal Data Breach;

4.3.11 at the written direction of the Customer, delete or return the Materials to the Customer unless they have already been destroyed in accordance with the Services or SS is required by law to otherwise disclose, retain, store or destroy the Materials; and

4.3.12 maintain complete and accurate records and information to demonstrate its compliance with this Condition 4.

4.4 The provisions of Condition 4.3 shall also where relevant, apply to any information of a confidential or proprietary nature (including information imparted orally) relating to the Customer's business, customers, suppliers revealed to or learnt by SS under the Contract, save that this Condition 4 shall not apply to information (other than Personal Data), in so far as such information:

4.4.1 has ceased to be secret without default on the part of SS; or

4.4.2 was already in SS' possession prior to disclosure by the Customer; or

4.4.3 has been received from a third party who did not acquire it in confidence; or

4.4.4 was in the public domain otherwise than through breach of the Contract.

4.5 SS will provide the Services in almost all circumstances, although there may be occasions where SS will have appointed or will appoint a third-party processor to carry out the Services on its behalf. The Customer consents to SS appointing a third-party processor to carry out the Services under the Contract.

4.6 SS confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in the Contract. As between the Customer and SS, SS shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to Condition 4.5.

5. PRICE

5.1 Unless otherwise agreed in writing between the parties, the price for the Services shall be the price set out in the Order and is exclusive of any value added tax or other applicable sales tax or duty which shall be added to the sum in question.

5.2 SS reserves the right to charge the Customer (being a business Customer only) a transaction processing fee of up to 4% if the Customer at any time uses a credit card to pay for the Services.

5.3 The replacement or repair cost of any Containers which have been lost or destroyed or damaged by the Customer whilst in the possession of the Customer, will be paid for by the Customer in addition to the price for the Services.

5.4 SS shall be entitled to increase the prices of the Services by giving notice to the Customer:-

5.4.1 following any changes in the Services made at the request of the Customer and agreed by SS, or to cover any extra expense as a result of the Customer's instructions, or failure by the Customer at any time to give adequate or accurate information or instructions; or

5.4.2 in the event of any material fluctuations in the market for recycled materials (including without limitation paper); or

5.4.3 if SS considers an increase in price to be reasonably justified by any increase in the price of

materials or the cost of labour or the cost of complying with any legal requirements or any other overheads, relating to the provision of the Services.

6. PAYMENT

6.1 Unless otherwise specified in the Customer Services Agreement or subsequently agreed in writing by SS; SS may invoice the Customer on or at any time after performance of the Services commences and subject to Condition 6.4, the Customer shall pay each invoice submitted by SS in pounds sterling within 30 Business Days after the date of such invoice.

6.2 No payment shall be deemed to have been received until SS has received the payment in cleared funds.

6.3 All sums payable to SS under the Contract shall become due immediately upon termination of the Contract.

6.4 All payments to be made by the Customer under the Contract shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

6.5 All payments to be made by the Customer under the Contract shall be made in full without deduction of or withholding for or on account of any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Customer is required by law to make any such deduction or withholding.

6.6 SS may set-off any payment made by the Customer to SS to such of the invoices for the Services as SS thinks fit, despite any purported appropriation by the Customer.

6.7 If any sum payable under the Contract is not paid when due then, without prejudice to SS's other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, whether before and after any judgment, at 4% per annum over HSBC Bank plc base rate from time to time and SS shall be entitled to suspend performance of the Services until the outstanding amount has been received by SS from the Customer.

6.8 Unless otherwise agreed in writing between SS and the Customer, if the Customer fails to pay any invoice within 30 Business Days of the date of the invoice in question or if the Customer becomes, or SS considers that it might become, subject to any of the events listed in Condition 11.1.2, SS shall be entitled to refuse to handle any Materials and/or perform any of the Services and, at the Customer's cost, may at its option:-

6.8.1 return (or arrange for the return of) the Materials to the Customer; or

6.8.2 arrange for the destruction of the Materials, if necessary by a third party with expertise in the destruction of such Materials; or

6.8.3 require the Customer to collect the Materials.

7. INSTALMENTS

Each separate stage or collection may be invoiced separately by SS and must be paid for in accordance with the provisions of these Terms and Conditions.

8. PERFORMANCE

8.1 SS shall use reasonable endeavours to perform the Services within the frequency set out in the Customer Service Agreement or as subsequently agreed in writing by SS, and if no such frequency is specified then the frequency for performing the Services shall be monthly, but the exact time and date of performance shall not be of the essence and any performance dates and times given by SS shall be estimates only and may vary at any time without notice, however, the frequency for performing the Services shall be as specified in this Condition 8.1.

8.2 SS shall not be liable to the Customer nor in breach of the Contract for any delay in the performance of the Services unless the Customer has given SS 30 Business Days' written notice following the due date for performance of the Services requiring the performance to be made and SS has not performed the Services within that period.

9. WARRANTY, EXCLUSION OF LIABILITY AND INDEMNITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

9.1 The following provisions and the provisions of Conditions 8 and 10 set out the entire liability of SS to the Customer in respect of:

9.1.1 any breach of the Contract; and

9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 2 of the Supply of Goods and Services Act 1982) are excluded from the Contract to the fullest extent permitted by law.

9.3 Nothing in these Terms and Conditions shall limit or exclude the liability of SS for death or personal injury caused by SS's negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or as otherwise not permitted by law.

9.4 Without prejudice to any other term of the Contract, SS shall not be liable to the Customer for any damages, claims or costs the Customer incurs as follows:-

9.4.1 as a result of a failure by the Customer to place the Materials in the Containers (including without limitation where a Customer deposits Materials on or near the Containers but not in the Containers); or

9.4.2 where the Customer deposits Materials at SS' premises without the prior written consent of SS; or

9.4.3 where the Customer places Materials in error in the Containers; or

9.4.4 where, at the request of the Customer, SS collects Materials or any other materials of any nature from the Service Point which either have not been placed in the Containers or have been placed in containers which have not been supplied by the SS; or

9.4.5 where SS is not given reasonable access for safely removing the Materials from the Service Point.

9.5 Subject to Conditions 9.2, 9.3 and 9.4: –

9.5.1 SS' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of the Contract shall be limited to the price referred to at Condition 5.1 or in the absence of a specified price in the Contract, the sum paid to SS in the 12 months preceding the date on which the last collection of the Materials was made from the Service Point; and

9.5.2 SS shall not be liable to the Customer, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of the Contract for any loss of profits, loss of sale or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill or any indirect or consequential loss.

10. FORCE MAJEURE

10.1 Subject to Condition 10.3, SS shall not be deemed to be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure.

10.2 If SS's performance of its obligations under the Contract is affected by Force Majeure:

10.2.1 it shall give written notice to the Customer, specifying the nature and extent of the Force Majeure, as soon as reasonably practicable after becoming aware of the Force Majeure; and

10.2.2 subject to the provisions of Condition 10.3, the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and

10.2.3 it shall not be entitled to payment from the Customer in respect of extra costs and expenses incurred by virtue of the Force Majeure.

10.3 If the Force Majeure in question continues for more than three months, either party may give notice in writing to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 10 Business Days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

11. TERMINATION BY SHRED STATION OR THE CUSTOMER

11.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.1.1 subject to Condition 8.3 or 11.3, the other party is in material breach of any of the material terms of the Contract and fails to remedy such breach within 30 Business Days' of that party being notified in writing of the breach;

11.1.2 the other party has ceased to trade or has had a receiver, administrative receiver, administrator or manager appointed over the whole or any part of its assets or undertaking, or has become insolvent within the meaning of section 123 of the Insolvency Act 1986 or has gone into liquidation whether voluntary or compulsory, compounded with its creditors generally or has been

otherwise unable to meet its debts as they fall due or has suffered any similar action in consequence of any debt including any event analogous to the events here listed in any jurisdiction;

11.1.3 the other party suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business.

11.2 Without limiting its other rights or remedies, SS shall have the right to suspend provision of the Services under the Contract if the Customer becomes subject to any of the events listed in Condition 11.1.2, or SS reasonably believes that the Customer is about to become subject to any of them, or the Customer fails to pay any amount due under the Contract on the due date for payment.

11.3. SS may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.4 Upon termination, unless otherwise agreed in writing by SS, the Customer shall return all of the Containers to SS. If the Customer fails to do so, then SS may enter the Customer's premises and take possession of them and/or charge the Customer for any Containers not returned or which are damaged or destroyed or missing. Until the Containers have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.5 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Customer or SS accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

12. GENERAL

12.1 Each right or remedy of SS under any Contract is without prejudice to any other right or remedy of SS under this or any other Contract.

12.2 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from that Contract and shall be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this shall not affect any other provisions of the Contract which shall remain in full force and effect.

12.3 No failure or delay by SS to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

12.4 Without prejudice to Condition 4.4 and Condition 4.5 which apply to SS's ability to sub-contract all or any part of the Contract to a third party from time to time; SS may permanently assign at any time all of its rights or obligations under the Contract to a third party provided written notice of the assignment is given to the Customer including the identity of the assignee.

12.5 The Contract is personal to the Customer who may not assign, licence or sub-contract all or any of its rights or obligations under the Contract without SS's prior written consent.

12.6 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.9 Each party shall comply with the Bribery Act 2010 and shall not make or receive any bribe (as defined in the Bribery Act 2010) or improper payment and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

13. COMMUNICATION

13.1 Subject to Condition 2, any notice or demand in connection with the Contract shall be in writing and may be delivered by hand, by Royal Mail Recorded Signed For First Class Post addressed to the recipient at its registered office or such other address as may be notified in writing from time to time, or in the case of any notices to be served on the Customer, by email to any email address used by the Customer in its dealing with SS in respect of the Contract or in the case of any notices to be served on SS, by email to cancellationsnotifications@shredstation.co.uk

13.2 The notice, demand or communication shall be deemed to have been duly served:

13.2.1 if delivered by hand, on receipt of a signature at the time of delivery when left at the proper address for service;

13.2.2 if given or made by Royal Mail Recorded Signed For First Class Post at 10am on the Second Business Day after posting to the proper address for service;

13.2.3 if given by email, at the time of transmission, or if this time falls outside the business hours of 9am to 5pm on a Business Day, 10am on the next Business Day provided the party sending the notice also sends a copy by Royal Mail Recorded Signed For First Class Post to the proper address for service.

14. GOVERNING LAW AND JURISDICTION

The Information, existence, construction, performance, validity and all aspects whatsoever of the Contract shall be governed by English law, and the parties irrevocably agree the courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.