

AGREEMENT FOR THE SUPPLY OF CONFIDENTIAL DOCUMENT DESTRUCTION SERVICES

IT IS HEREBY AGREED AS FOLLOWS:

The Company agrees to supply to the Customer and the Customer agrees to purchase from the Company the services specified below ("the Services") in accordance with this Agreement and the Summary hereto annexed and the General Terms and Conditions below.

The Services shall mean: the provision of sacks and destruction of the Customer's documents contained within those sacks

GENERAL TERMS AND CONDITIONS Confidential document destruction services

1 Definitions

- 1.1 "The Agreement" means the agreement set out overleaf between The Company and the Customer for the supply of Services set out above and which incorporate these General Terms and Conditions
- 1.2 "The Company" means Lanes Storage & Removals Ltd trading as Lanes HomeShred with registered address at Greenbottom, Chacewater, Truro TR4 8QW
- 1.3 "The Customer" means you
- 1.4 "Commencement Date" means the commencement date for the Agreement
- 1.5 "Charges" means the fee specified
- 1.6 "Materials" means all paper items provided to the Company for destruction and/or recycling as part of the Services
- 1.7 "Services" means the Services specified in the Agreement
- 1.8 "Service Levels" means the levels of performance to which the Services are to be provided to the Customer by the Company as set out in the Agreement Summary

2 Whole Contract

- 2.1 These General Terms and Conditions apply to all Services provided to the Customer by the Company during the currency of the Agreement.
- 2.2 Subject to sub-clause 2.3 below no other terms and conditions referred to by the Customer or contained in any order letter of acceptance or other document prepared by the Customer shall apply to the Agreement. The terms of the Agreement shall not be waived or amended except by written agreement between The Company and the Customer stating that such amendment is intended. No person other than the agreement signatory or other officer duly authorised in writing by The Company for this purpose has authority to agree any such amendment on behalf of The Company.

3 Charges

- 3.1 Unless otherwise stated all quotations and charges for Services are expressed inclusive of Value Added Tax
- 3.2 The Company shall be entitled at any time and from time to time to adjust the charges specified in the Agreement Summary to reflect:
 - (a) any increase or reduction in destruction /baling/recycling costs occurring after the date hereof where the charges for the Services include charges for such costs
 - (b) where the Customer requires additional services to be performed by the Company that are not included in the current Agreement Summary
 - (c) the Customer alters other material aspects of the Contract arrangements or matters material to the provision of the Services by giving to the Customer not less than 21 days prior notice in writing

4 Invoicing and Payment

- 4.1 The Company may invoice the Customer at any time and from time to time in respect of any Services performed.
- 4.2 The Customer shall pay The Company in respect of each invoice pursuant to the Agreement without deduction within 30 days of delivery thereof. Delivery shall conclusively be deemed to have been effected within 24 hours of posting by first class post. Where payment is overdue the Customer shall (if demanded by The Company) pay interest on any outstanding sum calculated at the rate of 4% above Barclays Bank plc's base rate from time to time in force and shall accrue at such rate after, as well as before any judgement obtained by Britannia Lanes against the Customer.

5 Title

- 5.1 All equipment supplied on rental to the Customer by The Company in the performance of the Agreement shall remain the property of The Company.
- 5.2 All equipment sold to the Customer by the Company in the performance of the Agreement shall remain the property of the Company until full and final payment is received.
- 5.2 The Customer agrees to ensure that any such equipment is:
 - (a) maintained in a good condition with any Company labelling kept intact and visible
 - (b) adequately covered on the Customer's insurance schedule for replacement or repair in the event of fire, negligence, vandalism or theft
 - (c) utilised only for the intended purpose i.e. for the collection of clean paper waste (attached paper clips and staples acceptable)

6 Materials

- 6.1 The Customer agrees that the Company is only obliged to provide the Services in relation to paper for destruction/recycling
- 6.2 In the event that non-conforming waste is received the Company will contact the Customer to inform them and agree the method of disposal. The Company reserves the right to levy a surcharge on receipt of non-conforming waste whether general, special or clinical waste.
- 6.3 Where non-conforming materials are identified the Company reserves the right to defer destruction until the non-conforming material is removed
- 6.4 The Customer accepts liability to deliver materials for destruction to the Company site

7 Liability

- 7.1 The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees agents or sub-contractors) to the Customer in respect of any breach of its contractual obligations arising under this agreement and any representation statement or tortious act or omission including negligence arising under or in connection with this agreement
- 7.2 The Company shall in no circumstances be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss of profit, business contracts, revenues or anticipated savings or for any special, indirect or consequential loss whatsoever
- 7.3 If notwithstanding the provisions of this Clause 7 The Company shall by reason of any negligence or breach of contract or statutory duty by it incur any liability to the Customer greater than that for which provision is made herein the amount of loss or damage recoverable from The Company shall be limited to 2 times the prices of the Services issued in respect of such order
PROVIDED ALWAYS that if such liability is specifically covered by and indemnified against under the terms of the Company's insurance policy the Company's liability shall be limited to the extent of the indemnity provided under such policy at such time. Should for any reason whatsoever the insurer not admit or accept liability in respect of any claim under the said policy the company shall have no liability whatsoever to the Customer (other than as contemplated by sub-clause 7.3) as per the terms and conditions of any such insurance policy to the same extent as if it were the insured party and without limiting the generality of such acknowledgement shall notify any claim to the insurer within the time limits imposed by the said policy for the notification of claims
- 7.5 The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence

8 Force Majeure

- 8.1 For the purposes of this Agreement, the expression "Force Majeure" shall mean any cause affecting the performance by The Company of its obligations arising from acts, events, omissions, occurrences or non-occurrences beyond its reasonable control including (but without limitation to) governmental regulations, fire, flood or any disaster or other insurable risk, act of God, act of war, breakdown of machinery or an industrial dispute affecting a third party (but excluding strikes solely by its own employees) for which a substitute third party is not reasonably available.
- 8.2 The Company shall have no liability to the Customer for any loss of any kind whatsoever, whether directly or indirectly caused to or incurred by reason of any failure or delay in the performance of its obligations under this Agreement which is due to Force Majeure.
- 8.3 If The Company becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall notify the Customer by the most expeditious method available and shall inform the Customer of the period during which it is estimated that such failure or delay shall continue.

9 Confidentiality and Intellectual Property

- 9.1 The Company acknowledges that in the course of provision of the Services it may acquire or be exposed to information that is confidential to the Customer. The Company undertakes to hold such information in the strictest confidence and not to disclose it to third parties save as may be strictly necessary for the provision of the Services or as required by law.
- 9.2 The Customer retains the status of Data Controller in respect of all personal data supplied to the Company for the provision of the Services.
- 9.3 The Customer warrants that any Documents delivered to/collected by The Company pursuant to the Agreement does not infringe any copyright, data protection or other proprietary right of any third party and contains no defamatory or other material which may render The Company liable to the payment of damages to any third party. The Customer shall indemnify The Company its servants and agents against all liability, costs and expenses which The Company or such persons may incur as a result of breach of this warranty.

10 Dispute Resolution Procedure

- 10.1 The Company and the Customer shall use their reasonable endeavours to resolve promptly by negotiation any complaints or problems arising out of this Agreement. Any unresolved problems shall first be referred to the appropriate representatives of The Company and of the Customer, who shall meet as often as they deem necessary and shall attempt to resolve the issue expeditiously.
- 10.2 Save where expressly agreed otherwise, if the dispute has not been resolved 14 days after the first meeting between the nominated representative of The Company and of the Customer then the dispute shall be referred promptly for resolution to a Partner of The Company and such person(s) of higher authority of the Customer as it shall nominate.

11 Indemnity

- 11.1 The Customer hereby agrees to indemnify the Company from and against all demands, claims, liabilities, losses, damages, costs and expenses whatsoever and from and against all actions and proceedings which may be commenced, taken or made against the Company arising out of or in connection with any failure by the Customer to comply with these conditions

12 Duration and Termination

- 12.1 The Company may terminate this Agreement forthwith upon giving notice in writing to the Customer if the Customer shall fail to pay any sum due under the terms of the Agreement and which sum remains unpaid for 14 days after written notice from The Company that such sum has not been paid
- 12.2 Either party may terminate this Agreement forthwith upon giving notice to the other if:
 - (a) that other commits any material breach of any term of this Agreement (other than failure by the Customer to make any payment hereunder in which event the provisions of sub-clause 12.1 above shall apply) and (in the case of any other breach capable of being remedied) shall have failed within 30 days after receipt of such a request in writing from the other party so to do to remedy the breach, or
 - (b) that other (being a company) shall pass a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the relevant party under the Agreement) or a court shall make an order to that effect or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy or shall die or if the other party (whether a company or not) shall cease to carry on its business or substantially the whole of its business or becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator receiver manager or similar officer is appointed in respect of any of the assets of that other or any analogous step is taken in connection with that other's insolvency, bankruptcy or dissolution
- 12.4 Immediately upon termination of this Agreement (howsoever occurring) the Customer shall forthwith deliver up to the Company the Equipment at the Customer's premises and the Company shall at its discretion, either forthwith proceed with the destruction of all confidential material that it holds or deliver up the said material to the Customer's site

13 Notices

- 13.1 Any notice required to be given hereunder shall be in writing and shall be sent by pre-paid recorded delivery post to the address of the addressee last known to the sender as specified or in any notified change thereof.

14 Assignment

- The Company shall have the right to assign its rights and obligations under this Agreement to any holding or subsidiary company of The Company or any subsidiary of The Company's holding company (as such terms are defined by S.736 of the Companies Act 1985).

15 Governing Law and Jurisdiction

- 15.1 All disputes arising in respect of this Agreement or out of the supply of the Services shall be governed by English Law and shall be subject to the jurisdiction of the English Courts.
- 15.2 Each provision of this Agreement shall be construed as an independent provision applying and surviving even if for any reason one or more of the said provisions is held unenforceable in any circumstances.