

Terms and conditions for the provision of services

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;
- "S2S" Ship2Shred a service provided by "SS" Shred Station Limited**, a company incorporated and registered in England and Wales with company number 06359628;
- "Stationary"** Stationary, including without limitation envelopes, packages and boxes, supplied to the Customer for sole use for Ship2Shred Services.
- "Contract"** the contract between S2S 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 S2S provides the Services under the Contract;
- "Customer Order"** The instructions from the customer to S2S regarding the services required by the customer;
- "Services"** Postal or drop off shredding service which includes destruction of confidential documentation, stationary, tracked by postal service partner, prepaid in advance by the customer, as per agreement and customer order.
- "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 2018;
- "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 clause 3.4;
- "Materials"** the materials to be destroyed by S2S service under the Contract as specified in the Order and unless otherwise agreed in writing between S2S 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;
- "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 S2S.
- 1.2 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted.
- ### 2. Formation and Duration
- 2.1 Use of the stationary constitutes acceptance of the terms of the agreement.
- 2.2 The customer permits the performance of the Services by S2S as specified in the Order. Use of the supplier stationary will be held by S2S as conclusive evidence of the Customer's acceptance of the Contract, in the absence of any written information to the contrary.
- ### 3. Services
- 3.1 S2S is a prepaid postal or drop off shredding service for paper documentation, posted or delivered by the customer in stationary provided by S2S. The service uses tracked postal services with the destruction process completed by SS who will perform the Services according to the provisions set out in this contract and reserves the right at its absolute discretion to 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 which do not materially affect the performance of the Services.
- 3.2 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
- 3.3 The customer agrees by using the S2S service the risk of loss of the Materials and ownership of the Materials shall pass to SS only once the Materials have been received by SS.
- 3.4 The Customer must only use the supplied stationary for the Materials in accordance with the written instructions given by S2S (Paper documentation only). For the avoidance of doubt the Customer is responsible at all times for ensuring the safety of the Contents, including without limitation, that stationary is properly secured and not damaged prior to despatch.
- 3.5 Unless otherwise expressly agreed in writing between S2S 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 S2S to be containing any Hazardous Materials and, at the Customer's cost, S2S may at its absolute discretion:-

- (a) return (or arrange for the return of) the Containers and/or the Materials and/or the Hazardous Materials to the Customer;
 - (b) 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
 - (c) require the Customer to collect the Containers and/or the Materials and/or the Hazardous Materials.
- 3.6 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 S2S arising out of or in connection with any stationary and/or Materials received by S2S containing any Hazardous Materials.
- ### 4. Price
- 4.1 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.
- 4.2 The replacement cost of any stationary which has 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.
- (a) S2S shall be entitled to receive compensation for any expenses incurred directly attributable to the customers misuse of the stationary.
- ### 5. Payment
- 5.1 Ship2Shred is a prepaid service.
- 5.2 payment constitutes acceptance of S2S terms and conditions
- 5.3 No payment shall be deemed to have been received until S2S has received the full payment required in cleared funds. (GBP £ Sterling)
- 5.4 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. Performance
- 6.1 S2S shall use reasonable endeavours to perform the Services, but the exact time and date of performance shall not be of the essence and any performance dates and times given by S2S shall be estimates only and may vary at any time without notice.
- 6.2 S2S shall not be liable to the Customer nor in breach of the Contract for any delay in the performance of the services.
- ### 7. Force Majeure
- 7.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from Force Majeure circumstances, described in section 1.1 of this contract beyond the reasonable control of the Party affected.
- ### 8. Liability
- 8.1 The following provisions and the provisions of clauses 7 and 8 set out the entire liability of S2S to the Customer in respect of:
- (a) any breach of the Contract; and
 - (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 8.2 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.
- 8.3 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.
- 8.4 Without prejudice to any other term of the Contract, S2S shall not be liable to the Customer for any loss, damages, claims or costs the Customer incurs as follows: -
- (a) where the customer fails to use the stationary precisely as supplied instructions.
 - (b) where the Customer places materials in the stationary in error
 - (c) where a failure occurs with the postal service by causing damaged or fails to deliver the stationary to SS
- 8.5 Subject to clauses 9.2,:-
- (a) 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 Clause 5.1.
 - (b) S2S 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.

9 Your Cancellation Rights

9.1 When a customer selects to use the S2S service and S2S have dispatched the stationary / service pack to that customer the performance of services has commenced at that point.

9.2 You have a limited right to cancel the services by advising S2S by email within 24 hours of the original order to shred@ship2shred.co.uk. If the stationary / service pack has not been despatched at that time you will not be charged, however if the service pack has been dispatched at the time of cancellation it must be returned intact and undamaged at the customer's cost to S2S for the avoidance of doubt the stationary pack must be complete and the customer must not use the supplied return envelope. If the supplied return envelope is used or the pack is damaged or unusable or the pack is not received within 5 working days of the notified cancellation the customer will be charged a fee equivalent to a replacement service pack.

10 Risk in the Items

10.1 Risk in each item resides with the customer until the properly completed S2S stationary pack is received by SS.

10.2 Risk in each item transfers to SS on receipt of the stationary pack, by post or delivered by the customer.

10.3 SS accepts no liability of any loss, damage, confiscation or seizure of any S2S stationary service pack whilst in transit from the customer to SS.

11 Service of Notices

11.1 Any notice required or permitted to be given under this Agreement shall be deemed to have been validly given if served personally upon that party or if sent by first class prepaid post or sent by e-mail to the address of that party as stated at the head of this Agreement, its last known address or its registered office.

11.2 Any notice or other information sent by first class prepaid post shall be deemed to have been received by the other party within 48 hours after the date of posting. Any notice or other information sent by e-mail shall be deemed to have been received by the other party at the time that it was transmitted.

12 Electronic Signatures and Communication

12.1 Where this Agreement has been signed by the Customer electronically, the Customer confirms that the electronic signature which it has used to enter into this Agreement is valid and binding on it.

12.2 Any notice or other information sent by first class prepaid post shall be deemed to have been received by the other party within 48 hours after the date of posting. The Customer agrees that both the Customer and SS may communicate with each other by electronic means in connection with this Agreement.

13 General

13.1 The persons who sign this Agreement on behalf of the Customer warrant that they have the appropriate and necessary authority to do so and to bind the Customer to the terms set out in it. Where two or more persons are stated overleaf to be the Customer, each of those persons shall be jointly and severally liable for performance of the Customer's obligations under this Agreement. Whoever signs this agreement accepts responsibility for the payment for the services.

13.2 The customer or person(s) who uses Ship2shred service must be over 18 years of age and have knowledge of the value, sensitivity and confidentiality of the information that is to be destroyed.

13.3 S2S (but not the Customer) shall be free to sub-contract, assign or novate all or any or any of its rights or obligations under this Agreement (in whole or in part) to any other party without the consent of the Customer. This Agreement contains the entire agreement between the parties and may only be modified in writing. If any part of it shall, for any reason, be found or held invalid or unenforceable, this shall not affect the remainder of its terms, which shall survive and be construed as if the invalid or unenforceable part had not been contained in this Agreement.

13.4 A person who is not party to this Agreement has no right to enforce any term of this Agreement.

13.5 The failure of S2S to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon breach of any such provision shall not constitute a waiver of any such breach or any subsequent breach of such provision or prejudice in any way any right of SS under this Agreement.

13.6 The parties agree that it is not practical to obtain signatures for all services performed and so the Customer accepts that SS's computerised records of the services provided will be adequate proof of the fact that those services have been delivered.

13.7 This Agreement shall be governed by the laws of England and Wales and English courts shall have exclusive jurisdiction for any disputes arising out of it.