

RUSSELL RICHARDSON & SONS LIMITED

TERMS AND CONDITIONS

JULY 2018 EDITION

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions (unless the context otherwise requires), the following definitions have the following meanings:

"Certificate of Destruction" the document provided to the Customer by the Supplier as proof that the Customer's Confidential Material has been destroyed;

"Conditions" these terms and conditions of sale (as amended from time to time pursuant to condition 19);

"Confidential Material" all materials (including documents), placed inside the Supplier's Storage Containers;

"Contract" a contract for the supply of Goods and/or Services made between the Supplier and the Customer comprising the Service Agreement (where applicable) and these Conditions;

"Customer" the entity to whom the Supplier Supplies the Goods and/or Services, as detailed in the Service Agreement;

"Goods" the Storage Containers and any other related equipment and items supplied by the Supplier to the Customer as part of the Contract;

"Intellectual Property Rights" means patents, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, existing now or in the future, in any part of the world.;

"Order" an order for the Services received by the Supplier from the Customer;

"Service Agreement" the document setting out the particulars of the Contract with the Customer;

"Services" the services which the Supplier provides to the Customer as part of the Contract, which are detailed in condition 5 and may also be detailed in the Services Agreement;

"Storage Containers" all those containers, cabinets, bins or sacks provided by the Supplier to the Customer or the Customer's representative for the storage and removal or the Customer's Confidential Material.

"Supplier" Russell Richardson & Sons Limited, a company registered in England and Wales under number 01351912 whose registered office is at Clay Street, Sheffield, South Yorkshire, S9 2PE;

"Waste Transfer Note" means the document signed by the Customer to indicate physical collection by the Supplier of Confidential Material;

"Working Day" means any day from Monday to Friday (inclusive) which is not a public holiday in England.

- 1.2 In these Conditions (unless the context otherwise requires) any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

2. CONTRACT FORMATION

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

- 2.2 The Order shall only be deemed to be accepted when the Supplier confirms acceptance of the Order (either verbally or in writing), at which point and on which date the Contract shall come into existence ("Commencement Date").

- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and illustrations or descriptions of the Goods and/or Services contained in the Supplier's marketing materials or on the Supplier's website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

- 2.5 These 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.

- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 90 days from its date of issue.

- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

- 2.8 The Customer's acceptance of performance of the Services shall (without prejudice to condition 2.2 or any other manner in which acceptance of these Conditions may be evidenced) constitute unqualified acceptance of these Conditions.

3. GOODS AND DELIVERY

- 3.1 The Goods are described in the Supplier's catalogue.
- 3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.
- 3.3 The Supplier shall deliver the Goods to the location set out in the Service Agreement or such other location as the parties may agree, at such times as the parties may agree.
- 3.4 Any dates quoted for delivery of the Goods are approximately only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.5 Except where the Customer has purchased the Goods from the Supplier, the Goods shall at all times remain the property of the Supplier and on termination or expiry of the Contract, the Customer shall promptly return the Goods to the Supplier.
- 3.6 The Customer will fully compensate the Supplier for any damage to, or loss of, the Goods, except for loss or damage caused by the Supplier.

4. SERVICES

The following Services will be provided to the Customer dependent on the Customer entering into an "On-site Contract" or "Offsite Contract". The Services Agreement will specify the type of contract entered into.

4.1 ON-SITE SERVICES

- 4.1.1 The Supplier will provide and maintain a reasonable supply of the Goods for the collection and destruction of the Customer's Confidential Material.
- 4.1.2 The Supplier will:
- 4.1.2.1 physically collect the Customer's Confidential Material; and
- 4.1.2.2 destroy the Customer's Confidential Material on the Customer's premises through the use of its mobile paper shredding units.
- 4.1.3 The Customer may, upon request, witness and inspect the document destruction process.
- 4.1.4 Upon completion the Customer will be required to sign a Waste Transfer Note and the Supplier will provide the Customer with a copy of the Waste Transfer Note and a Certificate of Destruction.

4.2 OFF-SITE SERVICES

- 4.2.1 The Supplier will provide and maintain a reasonable supply of the Goods for the collection and destruction of the Customer's Confidential Material.
- 4.2.2 The Supplier will:
- 4.2.2.1 physically collect the Customer's Confidential Material; and
- 4.2.2.2 destroy the Customer's Confidential material at the Supplier's premises.
- 4.2.3 Upon collection of the Customer's Confidential Material the Customer will be required to sign a Waste Transfer Note and the Supplier will provide the Customer with a copy of the Waste Transfer Note.
- 4.2.4 The Supplier will issue a Certificate of Destruction to the Customer as soon as reasonably practicable thereafter.
- 4.3 Any further services provided by the Supplier will be agreed between the Supplier and Customer prior to the further services being performed, and may be specified in a Services Agreement.
- 4.4 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Agreement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 4.5 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not material affect the nature or quality of the Services. The Supplier shall notify the Customer in any such event.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- 5.1.1 ensure that the terms of the Order are complete and accurate;
- 5.1.2 co-operate with the Supplier in all matters relating to the Services;
- 5.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- 5.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 5.1.5 prepare the Customer's premises for the supply of the Services;
- 5.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

5.1.7 keep and maintain all Goods at the Customer's premises in safe custody at its own risk, maintain the Goods in good condition until returned to the Supplier, and not dispose of or use the Goods other than in accordance with the Supplier's written instructions or authorisation.

5.2 If the Supplier cannot perform any of its obligations in respect of the Services due to an act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

5.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

5.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this condition 5; and

5.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6. RECYCLING

6.1 Once the Customer's Confidential Material has been destroyed the Supplier will recycle the shredded material.

6.2 If the Supplier is unable to recycle the shredded material for any reason, the Supplier will seek the Customer's agreement on a mutually acceptable alternative method of disposal.

6.3 Upon request, the Supplier shall provide to the Customer a certificate indicating the estimated amount of the Customer's Confidential Material recycled per annum.

7. CHARGES & PAYMENT

7.1 The price for the Goods and/or Services shall be the price set out in the Services Agreement, or if no price is detailed, the price set out in the Supplier's published price list current at the time of performance.

7.2 The Supplier may at any time prior to performance of the Services:

7.2.1 withdraw any discount from its normal prices;

7.2.2 revise prices to take account of increases in costs that is due to (without limitation);

7.2.2.1 the cost of any goods, raw materials, transport, labour or overheads, the increase or imposition of any tax, duty or other levy and any variation in exchange rates;

7.2.2.2 any request by the Customer to change performance and/or delivery dates, quantities or types of Goods and/or Services required; and

7.2.2.3 any delay caused by any instructions of the Customer in respect of the Goods and/or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

7.3 The Supplier shall (if applicable) add to the price of the Goods and/or Services, and the Customer shall pay, an amount equal to any VAT or other tax or duty applicable from time to time to sales or supplies of such Goods and/or Services.

7.4 The Customer shall make all payments due to the Supplier in pounds sterling within 30 days of the date of the relevant invoice in full and in cleared funds by BACs transfer (to a bank account nominated in writing by the Supplier), or by cheque or credit card. Time of payment is of the essence of a Contract.

7.5 The Supplier reserves the right to suspend the provision of Services to the Customer where any amounts are overdue under any Contract until all such amounts have been paid.

7.6 The Customer is not entitled to withhold payment of any amount due to the Supplier by way of any set-off or counterclaim.

7.7 If the Customer fails to pay any amount due to the Supplier under any Contract on the due date, interest shall be added to such amount at the rate of 4% over the base rate for the time being of Natwest Bank plc for the period from the due date until and including the date of receipt (whether before or after judgment).

7.8 In addition to its rights under conditions 7.5 and 7.7, if the Customer fails to pay any amounts due to the Supplier under this Contract, the Supplier shall be entitled to recover payment of all outstanding sums due to it from the Customer under this or any other Contract it has with the Customer, immediately on demand.

7.9 If, in the Supplier's view, the Customer's creditworthiness deteriorates before performance of the Services, the Supplier may require payment in full or in part of the price prior to performance, or the provision of security for payment by the Customer in such form as is acceptable to the Supplier.

7.10 The Supplier reserves the right to alter or withdraw at any time any credit allowed to the Customer.

8. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall be owned by the Supplier.

9. DATA PROTECTION AND DATA PROCESSING

The Supplier is a Data Processor (as defined in the Schedule to this agreement), and the Customer is the Data Controller (as defined in the Schedule to this agreement), the provisions contained in the Schedule to these conditions will apply in relation to data protection and data processing.

10. CONFIDENTIALITY

A party ("receiving party") 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 receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This condition 9 shall survive termination of the Contract.

11. LIABILITY

11.1 The Supplier is not liable for non-performance unless the Customer notifies the Supplier of the claim within seven Working Days of the date of the Supplier's invoice.

11.2 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

11.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.2.2 fraud or fraudulent misrepresentation.

11.3 Subject to the provisions in condition 10.6 below, the Supplier is not liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non supply or delay in supplying the Goods and/or Services or otherwise in connection with these Conditions.

11.3.1 loss or damage incurred by the Customer as a result of third party claims;

11.3.2 loss of actual or anticipated profits;

11.3.3 loss of business opportunity;

11.3.4 loss of anticipated savings;

11.3.5 loss of goodwill;

11.3.6 injury to reputation; or

11.3.7 any indirect, special or consequential loss or damage howsoever caused even if the Supplier was advised of the possibility of them in advance.

11.4 Subject to conditions 10.2 and 10.3, the entire liability of the Supplier arising out of or in connection with the supply, non supply or delay in supplying the Goods and/or Services, or otherwise in connection with this agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to the value of the Services that are the subject of the Contract in respect of each event or series of connected events.

11.5 The Customer shall indemnify the Supplier against all loss, liability and cost which the Supplier incurs in carrying out any work required to be done in relation to the Services in accordance with the Customer's requirements or specifications which give rise to any infringement or alleged infringement of the Intellectual Property Rights of any third party.

11.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.7 This condition 10 shall survive termination of the Contract.

12. TERM AND TERMINATION

12.1 This Contract shall come into effect on the Commencement Date and shall continue, subject to earlier termination in accordance with this condition, for the initial period specified in the Services Agreement. Thereafter it shall automatically renew for a further period of 12 months unless either party gives the other not less than 60 days' notice in writing that wishes to terminate the Contract at the end of the initial period or any subsequent renewal period.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

12.2.1 the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

12.2.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due; the Customer commences negotiations with all or any of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; a petition is filed, a notice is given, a

resolution is passed, or an order is made, for or in connection with the winding up of the Customer; the Customer (being an individual) is the subject of a bankruptcy petition or order; a creditor or encumbrancer of the Customer attaches or takes possession of, or such other process is levied or enforced on or sued against, the whole or any part of its assets; an application is made to court, or an order is made, for the appointment of an administrator the Customer (being a company); the holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of the Customer;

- 12.2.3 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this condition 11.2.2;
 - 12.2.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - 12.2.5 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 12.2.6 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 12.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 12.4 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in condition 11.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 12.5 On termination of the Contract for any reason (including, without limitation, where the Customer exercises any statutory rights of cancellation it may have):
- 12.5.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 12.5.2 the Customer shall return all of the Goods. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 12.5.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 12.5.4 conditions which expressly or by implication have effect after termination shall continue in full force and effect.

13. HEALTH AND SAFETY

The Customer will take any steps specified by the Supplier from time to time to ensure that the Confidential Materials will be safe and without risks to health at all times when they are being stored or transported by any person at work, or when they are being disposed of.

14. FORCE MAJEURE

- 14.1 In this condition 13, "Force Majeure Event" means any circumstance beyond the control of the Supplier including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages but, for the avoidance of doubt, nothing shall excuse the Customer from any payment obligations under these Conditions.
- 14.2 If the Supplier is prevented, hindered or delayed from or in performing the Services under these Conditions by a Force Majeure Event the Supplier may, at its sole option, and without being liable for any loss or damage suffered by the Customer as a result:
 - 14.2.1 suspend performance while the Force Majeure Event continues; and
 - 14.2.2 terminate any Contract forthwith by giving notice to that effect to the Customer.

15. ASSIGNMENT

- 15.1 The Customer may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, a Contract without the prior written consent of the Supplier.
- 15.2 The Supplier is entitled at any time to assign or deal with the benefit of any Contract, or sub-contract any work relating to any Contract.

16. NOTICES

Any notice given by one party to the other in connection with a Contract must be in writing and may be delivered personally or by pre-paid first class post and in the case of post will be deemed to have been given two Working Days after the date of posting. Notices shall be delivered or sent to the last known addresses of the parties or to any other address notified in writing by one party to the other for the purpose of receiving notices in connection with a Contract.

17. SEVERANCE

- 17.1 If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other conditions which shall remain in full force and effect.
- 17.2 If any of these Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

18. THIRD PARTIES

A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

19. WAIVER

The rights and remedies provided by any Contract may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the Supplier shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of a Contract or of a default under a Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of such Contract.

20. VARIATION

No variation or alteration of any of the provisions of a Contract or these Conditions shall be effective unless it is in writing and signed by or on behalf of each party.

21. GOVERNING LAW AND JURISDICTION

- 21.1 A Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
- 21.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising from or in connection with a Contract.

Schedule 1

“Applicable Law”	means as applicable and binding on the Customer, the Supplier and/or the Services: <ol style="list-style-type: none">(1) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;(2) the common law and laws of equity as applicable to the parties from time to time;(3) any binding court order, judgment or decree; or(4) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business;
“Appropriate Safeguards”	means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
“Data Controller”	has the meaning given to that term (or to the term ‘controller’) in Data Protection Laws;
“Data Processor”	has the meaning given to that term (or to the term ‘processor’) in Data Protection Laws;
“Data Protection Laws”	means as applicable and binding on the Customer, the Supplier and/or the Services: <ol style="list-style-type: none">(1) in the United Kingdom:<ol style="list-style-type: none">(a) the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 2002/58/EC (ePrivacy Directive); and/or(b) the General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR) and Data Protection Act 2018, and/or any corresponding or equivalent national laws or regulations;(2) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;
“Data Protection Losses”	means all liabilities, including all: <ol style="list-style-type: none">(1) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and(2) to the extent permitted by Applicable Law:<ol style="list-style-type: none">(a) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;(b) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and(c) the reasonable costs of compliance with investigations by a Supervisory Authority;
“Data Subject”	has the meaning given to that term in Data Protection Laws;
“Data Subject Request”	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
“GDPR”	means the General Data Protection Regulation (EU) 2016/679;

“International Organisation”	means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
“International Recipient”	has the meaning given to that term in paragraph 6.1;
“Personal Data”	has the meaning given to that term in Data Protection Laws;
“Personal Data Breach”	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
“processing”	has the meanings given to that term in Data Protection Laws (and related terms such as process have corresponding meanings);
“Processing Instructions”	has the meaning given to that term in paragraph 2.1.1.3;
“Protected Data”	means Personal Data including Confidential Material collected from or on behalf of the Customer in connection with the performance of the Supplier’s obligations of destruction under this Agreement;
“Sub-Processor”	means another Data Processor engaged by the Supplier for carrying out processing activities in respect of the Protected Data on behalf of the Customer; and
“Supervisory Authority”	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

SPECIFIC INTERPRETIVE PROVISION(S)

In paragraphs 1 to 11 (inclusive):

(a) references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable; and

(b) a reference to a law includes all subordinate legislation made under that law.

DATA PROCESSING PROVISIONS

1. DATA PROCESSOR AND DATA CONTROLLER

- 1.1 The parties agree that, for the Protected Data, the Customer shall be the Data Controller and the Supplier shall be the Data Processor.
- 1.2 The Supplier shall process Protected Data in compliance with:
 - 1.2.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this Agreement; and
 - 1.2.2 the terms of this Agreement.
- 1.3 The Customer shall comply with:
 - 1.3.1 all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - 1.3.2 the terms of this Agreement.
- 1.4 The Customer warrants, represents and undertakes, that:

- 1.4.1 all data sourced by the Customer for use in connection with the Services, shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;
- 1.4.2 all instructions given by it to the Supplier in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and
- 1.4.3 it is satisfied that:
 - 1.4.3.1 the Supplier's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage the Supplier to process the Protected Data; and
 - 1.4.3.2 the Supplier has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.
- 1.5 The Customer shall not unreasonably withhold, delay or condition its agreement to any change requested by the Supplier in order to ensure the Services and the Supplier can comply with Data Protection Laws.

2. **INSTRUCTIONS AND DETAILS OF PROCESSING**

- 2.1 Insofar as the Supplier processes Protected Data on behalf of the Customer, the Supplier:
 - 2.1.1 unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this paragraph 2 and Schedule 2(Data processing details), as updated from time to time as agreed in writing between the parties. These instructions include:
 - 2.1.1.1 Orders taken over the phone
 - 2.1.1.2 Orders taken by email
 - 2.1.1.3 Regular collections whereby the Customer has signed a Service Level Agreement (Processing Instructions);
 - 2.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and
 - 2.1.3 shall promptly inform the Customer if the Supplier becomes aware of a Processing Instruction that, in the Supplier's opinion, infringes Data Protection Laws, provided that:
 - 2.1.3.1 this shall be without prejudice to paragraphs 1.3 and 1.4;
 - 2.1.3.2 to the maximum extent permitted by mandatory law, the Supplier shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information; and
- 2.2 The processing of Protected Data to be carried out by the Supplier under this Agreement shall comprise the processing set out in Schedule 2 (Data processing details), as may be updated from time to time in accordance with the change control procedure.

3. **TECHNICAL AND ORGANISATIONAL MEASURES**

- 3.1 The Supplier shall implement and maintain, at its cost and expense, the technical and organisational measures:

- 3.1.1 in relation to the processing of Protected Data by the Supplier, as set out in Schedule 3(Technical and organisational measures); and
 - 3.1.2 taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data.
- 3.2 Any additional technical and organisational measures shall be at the Customer's cost and expense.

4. USING STAFF AND OTHER PROCESSORS

- 4.1 The Customer provides the Supplier with their general authorisation for the engagement of any Sub-Processor used for the carrying out of any processing activities in respect of the Protected Data (The Customer shall be notified of any such intended changes to the engagements and any objection to the engagements may not be unreasonable, conditioned or delayed.) [The Supplier may appoint a sub-processor at such a time that the requested service is unable to be carried out by the Supplier and in any such event the details of the sub-processor shall be provided to the Customer in writing before the service commences.
- 4.2 The Supplier shall:
 - 4.2.1 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under paragraphs 1 to 11 (inclusive) that is enforceable by the Supplier;
 - 4.2.2 ensure each such Sub-Processor complies with all such obligations; and
 - 4.2.3 remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.
- 4.3 The Supplier shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case the Supplier shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure).

5. ASSISTANCE WITH THE CUSTOMER'S COMPLIANCE AND DATA SUBJECT RIGHTS

- 5.1 The Supplier shall refer all Data Subject Requests it receives to the Customer within 3 business days of receipt of the request.
- 5.2 The Supplier shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to the Supplier) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
 - 5.2.1 security of processing;
 - 5.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
 - 5.2.3 prior consultation with a Supervisory Authority regarding high risk processing; and
 - 5.2.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,

6. INTERNATIONAL DATA TRANSFERS

- 6.1 The Customer understands that the Supplier will not transfer the Protected Data that is provided for the purposes of destruction to countries outside of the United Kingdom of Great Britain and Northern Ireland. The provisions of this Agreement shall constitute the Customer's instructions with respect to transfers in accordance with paragraph 2.1.

7. RECORDS, INFORMATION AND AUDIT

- 7.1 The Supplier shall maintain, in accordance with Data Protection Laws binding on the Supplier, written records of all categories of processing activities carried out on behalf of the Customer.

- 7.2 The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate the Supplier's compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:
- 7.2.1 giving the Supplier reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
 - 7.2.2 ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority, the Supplier or as otherwise required by Applicable Law);
 - 7.2.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the Supplier's business, the Sub-Processors' business and the business of other Customers of the Supplier; and
 - 7.2.4 paying the whole cost of the inspection or audit as well as the Supplier's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

8. **BREACH NOTIFICATION**

- 8.1 In respect of any Personal Data Breach involving Protected Data, the Supplier shall, without undue delay:
- 8.1.1 notify the Customer of the Personal Data Breach; and
 - 8.1.2 provide the Customer with details of the Personal Data Breach.

9. **DELETION OR RETURN OF PROTECTED DATA AND COPIES**

- 9.1 The Customer understands that upon collection of any Protected Data by the Supplier, the Supplier shall no longer hold the Protected Data in any filing system or structure according to any specific criteria. As such, any Protected Data collected by the Supplier for destruction shall in no way be returnable to the Customer.

10. **LIABILITY, INDEMNITIES AND COMPENSATION CLAIMS**

- 10.1 The Customer shall indemnify and keep indemnified the Supplier in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, the Supplier and any Sub-Processor arising from or in connection with any:
- 10.1.1 non-compliance by the Customer with the Data Protection Laws;
 - 10.1.2 processing carried out by the Supplier or any Sub-Processor pursuant to any Processing Instruction that infringes any Data Protection Law; or
 - 10.1.3 breach by the Customer of any of its obligations under paragraphs 1 to 11 (inclusive),
- except to the extent the Supplier is liable under paragraph 10.2.
- 10.2 The Supplier shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Agreement:
- 10.2.1 only to the extent caused by the processing of Protected Data under this Agreement and directly resulting from the Supplier's breach of paragraphs 1 to 11 (inclusive); and
 - 10.2.2 in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of this Agreement by the Customer (including in accordance with paragraph 2.1.32.1.3.2).
- 10.3 If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:

10.3.1 make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and

10.3.2 consult fully with the other party in relation to any such action[, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible [under this Agreement] for paying the compensation].

10.4 The parties agree that the Customer shall not be entitled to claim back from the Supplier any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify the Supplier in accordance with paragraph 10.1.

10.5 This paragraph 10 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:

10.5.1 to the extent not permitted by Applicable Law (including Data Protection Laws); and

10.5.2 that it does not affect the liability of either party to any Data Subject.]

11. **SURVIVAL OF DATA PROTECTION PROVISIONS**

11.1 Paragraphs 1 to 11 (inclusive) shall survive termination (for any reason) or expiry of this Agreement and continue:

11.1.1 indefinitely in the case of paragraphs 9 to 11 (inclusive); and

11.1.2 until [12 months] following the earlier of the termination or expiry of this Agreement in the case paragraphs 1 to 8 (inclusive),

provided always that any termination or expiry of paragraphs 1 to 8 (inclusive) shall be without prejudice to any accrued rights or remedies of either party under any such paragraphs at the time of such termination or expiry.

Schedule 2

Data processing details

Subject matter, nature and purpose of the processing

The secure onsite or offsite destruction of personal data held in paper format or held on electronic storage devices. Russell Richardson will in no way otherwise process the personal data collected for destruction.

Duration of the processing

Up to 24 hours from the collection of data or device.

Type of personal data and categories of data subjects

We will securely destroy all personal data in the same way and do not ask for details of the data undergoing destruction. We work on the assumption that all data processed may include special categories of personal data about vulnerable individuals.

Schedule 3

Technical and organisational security measures

All destruction is held to European Security Standard EN15713:2009 – Secure Destruction of Confidential Materials.

All of our employees are DBS checked and contracted to Russell Richardson with relevant contractual clauses in place to ensure their confidentiality.

We maintain a T4 and S2 Waste Exemption Certificate and are registered as an upper tier waste carrier under the registration number CBD87202 as provided by the Environment Agency.

We maintain and are certified in the following ISO Registrations:

ISO 9001:2008 – Quality Management Systems

ISO 14001:2004 – Environmental Management Systems

ISO 27001:2013 – Information Security Management Systems

We also hold the British Standard BS OHSAS 18001 2007 – Occupational Health and Safety Management Systems.