

**Terms and Conditions for provision of security shredding services incorporating our -
“Duty of Care / Waste Transfer note / Security Shredding agreement” – March 2019”**

1. INTRODUCTION & DEFINITIONS: These terms and conditions regulate the business and trading relations agreed between the parties in respect of the supply of a confidential waste collection or delivery service and directly related shredding and recycling service by Highlander to the customer. They apply whether provided on a formal, contractual basis by way of the signing of a “Duty of Care / Waste Transfer note / Security Shredding agreement” by both parties, or if provided on an informal or ad hoc basis. The “entire collection of terms and conditions” is defined as and will consist of the terms and conditions within this specific document and also any terms and conditions contained within Highlander’s general terms and conditions of sale, general terms and conditions of purchase, Duty of Care / Waste Transfer note / Security Shredding agreement and our Highlander International “RECOVERED MATERIAL LOAD STANDARDS AND MATERIAL QUALITY SPECIFICATIONS” documents.

COLLECTION EQUIPMENT: This service may also include the provision of secure storage and collection equipment including but not limited to office consoles / cabinets, lockable wheeled bins of various sizes, lockable walk-in closed containers of various sizes, one-use plastic bags & tags, self-sealing paper sacks, archive boxes, pallets of material, plastic tubs, stillages, cages or any other device or equipment used to collect confidential waste, the exact specifics of which shall be detailed in the quotation letter we provide to the customer and / or as detailed within the “Duty of Care / Waste Transfer note / Security Shredding agreement” which is signed by both parties prior to commencement of service, or if the collection equipment is provided on an ad hoc basis, as detailed on any email or correspondence which arranges the service or collection equipment provided as part of the service to the customer.

PERMITTED WASTE: For the purposes of these terms and conditions, permitted waste will mean: “office papers deemed as confidential by the customer and as such, placed in the appropriate collection equipment as would normally be supplied by Highlander or otherwise. This material would generally consist of general office generated type papers including but not limited to, invoices, contracts, payroll documents, personnel files, memos, printer or photocopy misprints and other office generated papers that if improperly shared or exposed may be deemed as a breach of the “GDPR”. This material when collected will be destined for shredding to EN15713 standards, then recycling to EN643 standards at our fully accredited, security shredding facility.

RECOVERED MATERIAL LOAD STANDARDS & MATERIAL QUALITY SPECIFICATION

Full details of this document can be found on our main company website being: www.highlanderinternational.co.uk in the Documents section, then Guidance documents. The quality specification required for confidential waste is that of “Sorted office waste” (SOW) and details of the quality required is found on page 15 of the specification document.

2. These terms and conditions:

a. These terms and conditions are binding on, and will be deemed as accepted by the customer upon either delivery of any collection equipment, execution of any collection service, delivery and receipt of confidential waste to the Highlander Security Shredding facility, or confirmation of service provision from the customer to Highlander, by any means including but not limited to e-mail, fax, telephone call or otherwise, or are binding on the signing of the Highlander “Duty of Care / Waste Transfer note / Security Shredding agreement” by the customer. These terms, along with our general terms and conditions of sale, general terms and conditions of purchase, Duty of Care / Waste Transfer note / Security Shredding agreement and our Highlander International “RECOVERED MATERIAL LOAD STANDARDS AND MATERIAL QUALITY SPECIFICATIONS” document (the latter document, which details the quality specification of the confidential waste to be collected under the grade “SORTED

OFFICE WASTE”) contains the entire terms pertaining to the business relationship between the parties in respect of the service provided and these Highlander provided documents, supersedes all previous agreements and understandings between the parties with respect thereto. Any of this entire collection of terms may not be modified except by an instrument in writing signed by a duly authorised representative of Highlander giving the customer no less than 7 working days notice after which the modifications of the appropriate terms referenced in the notice provided to the customer, will be deemed as accepted by the customer. Terms and Conditions of any nature supplied by or appearing on a Customer’s order form, printed stationery or any other form of communication to Highlander, its employees, or other representatives shall have no effect on the terms of the relationship between the parties under any circumstances and this entire collection of terms and conditions takes precedence over any customer terms & conditions, however communicated, at all times.

b. In these terms and conditions, terms shall have the meanings ascribed to them:

‘the Location’ means the place to which the collection equipment is delivered and stored, or, as the case may be, from which the collection equipment is collected and / or serviced, or when no collection equipment is to be supplied, from where the confidential waste material is to be uplifted or in the case of material delivered to the Highlander Security Shredding Facility, the place where the confidential waste material is stored prior to it’s eventual delivery.

‘Permitted Waste’ means confidential waste paper only as the Customer shall have disclosed and Highlander shall have agreed and as meets the specification of “SORTED OFFICE WASTE” as detailed in the Highlander International “RECOVERED MATERIAL LOAD STANDARDS AND MATERIAL QUALITY SPECIFICATIONS” document and shall not under any circumstances include (i) special waste within the meaning of the Special Waste Regulations 1996 (as amended), (ii) builders rubble, (iii) metal, large volumes of polystyrene, wood, plastic, sand, glass, stone or general rubbish unless expressly permitted in writing as an additional chargeable service.

‘The Service’ means the provision of the Collection Equipment including but not limited to office consoles, wheeled containers, plastic collection sacks and tags, self-sealing paper sacks, closed containers, archive boxes, pallets of materials and others collection or delivery methods as agreed between the parties and the periodic uplifts or deliveries thereof and the collection, shredding and recycling of Waste thereafter.

‘Working Hours’ means between 09 00 and 17 00 Monday to Friday inclusive but excluding bank holidays and other public holidays.

3. Highlanders Obligations

a. Highlander shall:

- (i) Arrange for the Collection Equipment, where agreed, to be delivered, serviced and installed ready for use at the location, and where appropriate instruct the Customers nominated persons in the safe use and routine care of it.
- (ii) Where applicable, and if the relevant service option has been selected by the customer, provide emptying / servicing / exchange of equipment on an agreed periodic schedule or an “on-request” or ad hoc basis where the customer shall inform us of their collection requirements, in respect of the collection equipment and the confidential waste contained therein or delivery of confidential waste to the Highlander Security Shredding facility, in accordance with the agreed service schedules and in accordance with the obligations of Highlander as detailed under these entire collection of terms and conditions.
- (iii) On first notification by the Customer that the confidential waste is ready for uplift or delivery, arrange for the Collection Equipment / confidential waste to be lifted or received, collection equipment where issued and where applicable exchanged and / or replaced, and the confidential waste securely shredded within 24 hours of receipt by Highlander & responsibly recycled thereafter in line with EN15713 and EN643 standards respectively.

- (iv) Provide to the customer within 48 hours of receipt of the confidential waste at the premises of Highlander and after the shredding of the confidential waste, a destruction certificate signed only by authorised and approved employees by way of e-mail or by standard postal service.
- (v). In the performance of its obligations, Highlander shall exercise all reasonable skill, care and diligence. Time for performance shall be of the essence, save that, in performing its obligations under Clause 3 (iii) previous, Highlander shall arrange for collection / exchange of the collection Equipment or receipt of delivery of confidential waste as soon as practicable following the appropriate notification from the customer.
- (vi) Where applicable and where rebates for material have been agreed, when confidential waste is to be collected by Highlander as regulated under these entire collection of terms and conditions, we will be obliged to make each Payment promptly, 30 days from the end of the month, the confidential material was received, either on receipt of a suitable invoice from the customer or where permitted by the customer, 30 days from the end of the month of receipt of the confidential material, when Highlander generate a self-bill invoice.
- (v) Obtain all necessary licenses, permits and permissions for the use of the collection equipment and collection of confidential waste, including such licenses as may be required under the terms of the Environmental Protection Act 1990 or other legislation pertaining to this entire collection of terms and conditions and relating to the services provided by Highlander.

4. Customer's Obligations

a. The Customer shall,

- (i) Where applicable, make each Payment within 30 days of receipt of invoice from Highlander. It is a crucial condition of these entire collection of terms and conditions that each and every payment due from the customer, is paid in full and on time to Highlander.
- (ii) At all times provide a safe and secure storage point with easy access to Highlander service staff, to service the Collection Equipment for operational, maintenance, collection, shredding and final recycling purposes.
- (iii) Use the Collection Equipment for the sole purpose of receiving and storing, ready for collection, shredding and recycling, confidential Waste paper.
- (iv) Not at any time place within the Collection Equipment any waste which is not Permitted Waste, including but not limited to, Wood, plastic, sand, glass, stone or general rubbish an any waste that contravenes the specification for "Sorted office waste" as detailed in the Highlander International "RECOVERED MATERIAL LOAD STANDARDS AND MATERIAL QUALITY SPECIFICATIONS" document, unless expressly permitted in writing by Highlander and agreed as an additional chargeable service.
- (v) Not overload the Collection Equipment, and you will promptly notify Highlander as soon as possible when the collection equipment requires collection / exchanged / serviced.
- (vi) Take all steps as may be recommended by Highlander or by the manufacturer or supplier of the Collection Equipment or as may otherwise be necessary, to ensure that the storage and use of the Collection Equipment will be safe and free from all risk to health and safety when properly used by the Customer, its employees or other representatives of the customer.
- (vii) Not, without the prior written consent of Highlander, remove or relocate the Collection Equipment from the Location.
- (viii) Not make any modification to the Collection Equipment, or dispose of, or part with possession of the equipment, or allow someone else to use it for any reason.
- (ix) Not to allow any other similar or identical collection equipment to be located by another company on the location who are not approved by Highlander, for the purpose of receiving and storing, ready for shredding and recycling, confidential waste which is agreed to be collected under our "Duty of Care / Waste Transfer note / Security Shredding agreement" or by way of any other formal confirmation by the customer for Highlander to provide either a collection or receiving service for any confidential waste that is to be shredded and recycled.
- (x) Immediately notify Highlander of any defects in, damage to, or loss of the Collection Equipment.

(xi) Obtain all necessary licenses, permits and permissions for the use of the collection equipment, including such licenses as may be required under the terms of the Environmental Protection Act 1990 or other legislation pertaining to this entire collection of terms and conditions and relating to the services provided by Highlander.

(xii) Allow Highlander access to the Location during working hours in order that it may perform its obligations under this entire collection of terms and conditions, or to inspect the condition of, or repossess the Collection equipment.

(xiii) Ensure the Collection equipment where provided, is prepared for uplift in the prescribed manner as per the quotation correspondence provided by Highlander or per the details contained within the Duty of Care / Waste Transfer note / Security Shredding agreement which is signed by both parties prior to the contract commencing or prior to the collection or delivery of confidential waste or any collection equipment as appropriate.

(xiv) Visually check for, and take digital images of any damage as soon as possible after collection equipment delivery, uplift or replacement and advise Highlander within 24 hours of the delivery, uplift and / or exchange, of said damage. In default of receipt of any such notice, the customer shall be responsible for the cost of any repairs to the collection equipment. The notice must be sent in accordance with Clause 12

5. Accidental Damage

a. Subject to clause 4 previous, the Customer accepts responsibility for any loss or accidental damage to the Collection Equipment whilst on the Customer's premises.

b. If, as a result of accident, the Collection Equipment becomes a total loss, Highlander shall, as soon as possible thereafter, provide suitable alternative or replacement Collection Equipment for the use of by the Customer and the customer will indemnify Highlander in full for the costs of replacement and for any removal and delivery charges as incurred by and as deemed appropriate by Highlander.

c. Where an event or accident shall occur which does not amount to a total loss Highlander shall at its absolute discretion arrange for either repair or replacement of the Collection Equipment. The Customer shall, subject to sub-clause d. below, remain responsible for all repair or replacement costs and where appropriate, any removal and delivery charges incurred.

d. In the event that any damage shall occur to the Collection Equipment and as a result of such damage the Collection Equipment is not available for the performance of the services, the Customer shall pay any additional costs incurred by Highlander in performing confidential waste shredding and recycling services on behalf of the Customer in respect of Permitted Waste deposited at the Location.

e. For the avoidance of doubt Highlander does not accept liability under this clause where loss or damage is caused as a result of the negligence or the deliberate act of the Customer or where the Customer is in breach of any of this entire collection of terms and conditions concerning the use or operation of the Collection equipment or delivery of confidential waste, or the type or volume of confidential waste paper permitted to be deposited therein.

6. Highlander's Rights

a. Highlander reserves the right;

(i) To perform the Services by itself, its servants, agents, sub-contractors or assignee and by such means as it shall best consider meet the Customer's requirements.

(ii) To suspend the Services at any time in the event that Highlander shall consider the Collection Equipment to be under performing or to require remedial work or replacement, and to provide such alternative Collection Equipment therefore as it shall in its absolute discretion think fit or if no such suitable alternative Collection Equipment is available to suspend the confidential waste shredding and recycling service and any related contracts or agreements, (on the basis set Out under, as applicable, clause 4b or 4d previous), until any necessary adjustments or repairs shall have been carried Out. In no circumstances will

Highlander be responsible for any loss, costs or expenses, sustained by the Customer whilst the Services are withdrawn.

(iii) To suspend the provision of the Services and where deemed appropriate and at the absolute discretion of Highlander remove the collection equipment, at any time if the Customer shall be in arrears with any Payments due or shall otherwise be in breach of these entire collection of terms and conditions.

(iv) To advertise its name or services provided, on its own collection equipment.

b. The Customer must be responsible for any reasonable legal costs incurred by Highlander in recovering monies owed to it and must pay Highlander interest at a rate of 5% per month on all overdue amounts or any other interest rate as stipulated within the "The Finance Act 2009 (Scotland) Sections 101 and 102 (Interest on Late Payments and Repayments).

7. Additional Charges

a) Highlander shall be entitled to raise additional charges in the event that;

(i) The number of lifts which Highlander has to undertake is greater than that specified on the Duty of Care / Waste Transfer note / Security Shredding agreement or as specified on any service confirmation correspondence between the parties, which detail the agreed number or types of collection required, or where the minimum collections required specified in any service confirmation correspondence or in the Duty of Care / Waste Transfer note / Security Shredding agreement, is under achieved.

(ii) Where extra lifts are undertaken for the convenience of the Customer and at their request notwithstanding the spare capacity of collection equipment provided.

(iii) Where access to the collection equipment on an agreed collection day (either scheduled or an agreed call-off day) is not possible for any reason and a wasted journey is incurred by Highlander due to this lack of access.

b. Highlander shall be entitled to levy additional charges for provision of services not detailed in the Duty of Care / Waste Transfer note / Security Shredding agreement or as specified on any service confirmation correspondence between the parties or for services provided in relation to which additional charges are stated to be payable, on such schedule.

c. Highlander may levy an additional charge or reduce rebates or reduce confidential waste weights to the Customer, in the event that waste other than Permitted Waste or excess volumes of contamination, or excess volumes of moisture is found, or is placed into the Collection Equipment or is delivered by the customer to the Highlander Security Shredding facility and Highlander shall be the sole judge as to whether or not such volumes are excessive but will provide evidence to the customer in such instances.

d. Highlander shall, on at least an annual basis and normally on the anniversary of the contract, be entitled to apply increases to the charges as detailed in the agreement to take account of any increase in the Retail Price Index or may at other times implement increase to the charges in response to other pertinent inflationary factors including but not limited to fuel, energy, labour costs, reductions in the value of recovered paper and other factors as deemed appropriate by Highlander.

8. Title

a. Title to the Collection Equipment shall at all times remain with and be vested in Highlander unless otherwise agreed at the start of the contract. Title of the confidential waste material received from the customer – whether collected by Highlander or delivered by the customer – shall pass to Highlander from the point it is physically received either within our collection vehicles or in the case of deliveries, from when the material is tipped in the appropriate place within the Highlander Security Shredding facility.

9. Termination

9.1 Highlander may terminate this Contract forthwith, in the event that there is a repudiation of these entire collection of terms and conditions by the Customer, such repudiation being evidenced by

- a. The Customer failing to pay any sum due on the due date for payment, whether demanded or not,
- b. The Customer being an individual, having a Bankruptcy Order made against him or being a company, entering into liquidation whether compulsory or voluntary or having an Administration Order made against it or a receiver appointed over the whole or any part of its property, assets, or the Customer being struck off the Register of Companies or dissolved.
- c. The Customer being a company being unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appearing unable to pay its debts within the meaning of Section 268 of that Act or the Customer entering into any composition or arrangement with its creditors or suffering distress or execution to be levied on its goods.
- d. The Customer committing a breach of any term of this entire collection of terms and conditions with Highlander and failing to remedy it within 7 days of its occurrence.

9.2 In the event that the Agreement is terminated under clause 9.1 above, Highlander shall be entitled to recover and take possession of the Collection Equipment forthwith (of which Collection Equipment must be in good and fully operable condition). In addition the Customer will pay to Highlander the sum of the following:

- a. All payments due and outstanding up to the date of termination and where applicable, together with interest thereon at the rate specified in clause 6b previous, and;
- b. A sum equal to the total of the Payments which would have been due from the date of termination to the end of either the contract period or agreed service period as is appropriate.
- c. A sum to be determined by Highlander prior to the removal of the collection equipment, to cover the costs of the removal of the collection equipment from the customer premises.
- d. A sum to be determined by Highlander after the removal of the collection equipment and after an assessment of the condition of said equipment, to cover the costs of the repair or replacement of the collection equipment removed from the customer premises.

9.3 In addition to the amounts payable under clause 9.2 above, the Customer shall also indemnify Highlander against any additional losses, costs or expenses incurred by it, as a result of the Collection Equipment failing to be in a fully operable condition, upon its return to Highlander and evidence of this failure will be provided the customer in such instances.

10. Termination by the Customer

9.1 The Customer may not terminate any agreed Contract during the Contract Period, but shall remain liable for the Payments due for the entire Contract Period.

9.2 The customer will be required to confirm in writing of at least one months' notice before end of contract date, of intention for the contract to end, or the contract will be deemed to continue on a rolling annual basis, until such time as the issue of one year's notice of termination is issued by the customer.

11. General Liability

a. Highlander accepts liability for death and personal injury resulting from its own negligence without limitation. Subject thereto Highlander shall not be under any liability to the Customer in contract or in tort or otherwise howsoever, save for loss or damage caused to the Customer as a result of its own negligence and subject in any event to the following overriding limits and exceptions:-

The total liability of Highlander or of any sub-contractor or other representative, to the Customer shall be limited in respect of any one defect or event to the sum of one hundred thousand pounds (£100,000) unless a different sum shall be agreed in writing; and,

i. Neither Highlander nor any sub-Contractor or other representative shall be liable for any claim in respect of loss of profit, business, contracts, revenues or anticipated savings or loss of use of the collection Equipment or damages consequential on such loss of use or any other form of special, indirect or consequential loss or damage howsoever arising.

ii. Highlander will not in any event be responsible for any delay in or failure to perform the Services or to supply the Collection Equipment or accommodate deliveries which is caused

by factors beyond its reasonable control which shall include but not be limited to acts of God, acts of governmental or any other lawful authority, strike, war, riot, civil commotion, flood, fire, explosion, epidemic, trade embargo or any other acts or omissions on the part of any third party or sub-contractor or any failure of electricity or any fuel shortages, or collection equipment or collection vehicles.

12. Customers Indemnity

The Customer shall indemnify Highlander and any of its subcontractors against all liability, loss, claims, proceedings or costs whatsoever which may arise in respect of or as a result of the improper operation or use of the Collection Equipment including but not limited to overloading or storage of materials other than Permitted Waste within the Collection Equipment. The Customer shall also indemnify Highlander and any of its subcontractors against all liability, loss, claims, proceedings or costs whatsoever which may arise in respect of when access to the collection equipment on an agreed collection day (either scheduled or an agreed call-off or ad hoc day) is not possible for any reason and a wasted journey is incurred by Highlander due to this lack of access.

13. Notice

Any notice of other communication required to be sent in relation to any contract or ad hoc agreement and by extension this entire collection of terms and conditions by one party thereto to the other, shall be effective if in writing and served by hand delivery, or by recorded delivery, post addressed to the address of the other party to be served, to the address stated at the location or as otherwise advised by the parties, or in the case of a limited liability company its registered office. Service shall be deemed to have been affected on the date of hand delivery, or 24 hours after the same, if it has been posted as the case may be.

14. Jurisdiction and Choice of Law

This contract shall be governed by and construed in all respects in accordance with Scots law. Any dispute arising shall be submitted to the courts of Scotland to the exclusion of all others.

15. No Waiver

If Highlander does not, at any time, enforce any of its rights under this entire collection of terms and conditions, it does not give up any of those rights or the right to enforce these rights at any time during this or any future agreement, contract or ad hoc service provision thereafter.

16. No Set-Off

The Customer shall not be entitled to retain any monies it owes under any agreement, contract, or ad hoc service provision and by extension these entire collection of terms and conditions, by way of set-off or counterclaim, however Highlander reserves the right to make set-offs at any time during any agreement and these entire collection of terms and conditions or otherwise pertaining to sums due to the customer by way of rebates for confidential waste or any other sum due to the customer, where applicable and where previously agreed in writing.

17. Severability

If any provision of these entire collection of terms and conditions is held by any Court or any other competent authority to be void or unenforceable in whole or in part, these entire collection of terms and conditions shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

18. Conflicts and other stipulations

In the event of a conflict of requirements found within the entire collection of terms and conditions as defined previously, the terms and conditions within this specific document titled

“Terms and Conditions for provision of security shredding services March 2019” will take preference at all times, unless agreed otherwise between Highlander and the customer.

19. Assignment / third party rights:

Any person, company or organisation who is not party to any contract or agreement and by extension this entire collection of terms and conditions shall not have any rights under or in connection with them and the customer shall not assign any part of any contract, agreement or any part of this entire collection of terms and conditions to any third party without the written permission of Highlander.