

## The Hill Company Limited - Shredding Quotation

### About The Hill Company

The Hill Company Limited offer a simple but secure confidential shredding service. Our secure shredding service is compliant to BS EN15713. Once your documents/media have been destroyed, we supply a full certificate of destruction. We can either provide sacks, consoles or bins for you to fill, or we can collect your items if you already have boxes/sacks to be securely destroyed. The Hill Company Limited are accredited with the following: ISO9001, ISO14001, OHSAS18001 & ISO27001. All of our vehicles are tracked and all of our drivers are DBS Checked. The Hill Company Limited are a licensed waste carrier, our waste licence number is CBDU170291.

### Service Contract Address Information

|                  |  |                  |  |
|------------------|--|------------------|--|
| Billing Name:    |  | Service Name:    |  |
| Billing Address: |  | Service Address: |  |
| Contact Name:    |  |                  |  |
| Phone:           |  |                  |  |
| Email:           |  |                  |  |

### Schedule, Collections & Charges

|                       |  |                  |  |
|-----------------------|--|------------------|--|
| Service:              |  | Contract Length: |  |
| Waste Type:           |  | Start Date:      |  |
| Collection Frequency: |  | Payment Details: |  |

| Product | Quantity | Sales Price | Total Price |
|---------|----------|-------------|-------------|
|         |          |             |             |
|         |          |             |             |
|         |          |             |             |

### Confirmation

|   |  |   |  |
|---|--|---|--|
| Signature   |  | Signature                                     |  |
| Print Name<br>Duly authorised by The Hill Company Limited |  | Print Name<br>Duly authorised by the Customer |  |
| Position  |  | Position                                      |  |
| Date  |  | Date  |  |

**AGREEMENT FOR THE SUPPLY OF DOCUMENT SHREDDING SERVICES**

This Agreement is made the     day of           202[ ]

BETWEEN:

1. THE HILL COMPANY LIMITED, with company registration number 04959684 whose registered office is situated at Solus 31, Motherwell Way, West Thurrock, Essex, RM20 3LB  
("THC")
2. [.....], with company registration number [\*\*\*\*\*] whose registered office is situated at [insert address]  
("Customer").

THC and the Customer together the parties and each a party.

**WHEREAS**

- (a) THC is engaged in the provision of, inter alia, document shredding services.
- (b) THC has agreed to provide the Customer with document shredding services on the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following expressions will have the following meaning:-

- "Agreement"** means this Agreement together with any schedules or appendices thereto which form an integral part thereof;
- "Charges"** means the charges payable to THC by the Customer pursuant to clause 4 for the Services as set out in Schedule 2;
- "Commencement Date"** means the date of this Agreement;
- "Confidential Information"** means (without limitation) any information whether oral, written or on electronic media relating to this Agreement (although not its existence), the business and affairs of the parties and their respective clients and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either party and a third party, information on communications, data, drawings, diagrams, software programs, trade secrets, know-how, all proprietary information and other intellectual property or rights thereto belonging to either party or held by either party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either party as confidential;
- "Equipment"** means such consoles, storage containers or similar items provided by THC to the Customer hereunder;
- "RPI"** means the General Index of Retail Prices which is published in the United Kingdom in the Monthly Digest of Statistics or any replacement of it;
- "Services"** means the services to be provided by THC pursuant to this Agreement as set out in Schedule 1; and
- "Term"** means a period of 12 months from the Commencement Date, as may be extended by the Customer from time to time.

1.2 In this Agreement, unless the context requires otherwise: -

- 1.2.1 Reference to a clause or Schedule is to a clause of or a Schedule to this Agreement and references to this Agreement include its Schedules. In the event of a conflict between the clauses of this Agreement and the terms of any Schedule to this Agreement, the clauses of this Agreement will prevail; and
- 1.2.2 reference to any statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.

**2. PROVISION OF THE SERVICES**

- 2.1 From the Commencement Date, THC will provide the Services to the Customer in consideration of the payment of the Charges.
- 2.2 THC will provide the Services with reasonable skill and care in accordance with good industry practice.

2.3 THC shall provide the Equipment to the Customer, either by sale or hire, in accordance with the terms of this Agreement. In respect of Equipment to be sold by THC to the Customer, title therein shall pass to the Customer upon full payment therefor by the Customer to THC.

### 3. OBLIGATIONS OF THE CUSTOMER

3.1 The Customer will provide all reasonable co-operation when requested by THC in performance of this Agreement.

3.2 If the Customer hires Equipment from THC from time to time, it shall keep such Equipment in good condition and repair (fair wear and tear excepted).

3.3 The Customer shall allow THC access at reasonable times to its premises for collection and/or delivery purposes.

3.4 The Customer shall not alter or modify any of the hired Equipment nor sell, lend assign, pledge or hire or otherwise part with possession of any such hired Equipment.

3.5 If any hired Equipment is lost or damaged in any way, the Customer shall immediately notify THC thereof.

3.6 The Customer shall ensure that all materials to be collected for shredding by THC shall at all times not contain any material that may damage THC's shredding equipment and THC reserves the right to recover from the Customer the cost of any repair occasioned thereby.

### 4. CHARGES AND PAYMENT

4.1 THC will invoice the Customer and the Customer will pay to THC the Charges set out in this Agreement, at the times set out in this Agreement.

4.2 THC shall invoice the Customer for the Charges monthly in arrears.

4.3 Payment for the Services shall be made by the Customer within thirty days of the date of THC's invoice.

4.4 THC reserves the right to charge interest on overdue sums at the rate of 4% per annum above the base rate for the time being of Barclays Bank Plc calculated on a daily basis from the due date of payment until the date upon which payment is made.

4.5 All payments made by the Customer under this Agreement shall be made in full without any set-off, restriction or condition and without any deductions for or on account of any counterclaim or otherwise.

4.6 Charges are subject to an increase by THC no more than once in any 12 month period following the first anniversary of the Commencement Date in line with RPI.

4.7 All Charges are stated exclusive of VAT which is payable in addition to the Charges at the rate and in the manner prescribed by law.

4.8 Time for payment of the Charges shall be of the essence in this Agreement.

### 5. WARRANTIES

5.1 THC and the Customer each warrant and represent to the other that:-

5.1.1 it has full authority, capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement and that this Agreement has been executed by duly authorised representatives;

5.1.2 it is properly constituted and incorporated under the laws of England and Wales and has all necessary licences, registrations, consents or approvals to perform its obligations under this Agreement;

### 6. LIABILITY

6.1 The following provisions in this clause 6 set out THC's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) in respect of any breach of its obligations arising under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise).

6.2 Nothing in this clause 6 will be deemed to exclude or limit THC's liability for death or personal injury resulting from THC's negligence.

6.3 Subject to clauses 6.1, 6.2, 6.4 and 6.5 the total aggregate liability of THC to the Customer under or in relation to this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage arising in any 12 month period howsoever caused will be limited to 100% of the Charges payable by the Customer under this Agreement in the 12 month period in which the relevant loss or damage arose.

6.4 Except as provided under clause 6.2, THC will be under no liability to the Customer (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise):-

- 6.4.1 pure economic loss, loss of profits, loss of business, loss of revenue, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated earnings or savings or like loss; or
- 6.4.2 wasted management, operational or other time; or
- 6.4.3 any special, indirect or consequential losses.
- 6.5 Except as set out expressly in this Agreement, THC hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.
- 7. TERM AND TERMINATION**
- 7.1 This Agreement will take effect from the Commencement Date for a period of 12 months and will continue thereafter unless and until terminated by not less than 3 months' written notice from the Customer to THC or otherwise in accordance with the provisions of this clause 7.
- 7.2 THC may by written notice to the Customer terminate this Agreement immediately if the Customer:-
- 7.2.1 fails to make payment of any amount due hereunder on the due date; or
- 7.2.2 is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Customer fails to remedy such breach within 14 days after service of a written notice from THC, specifying the breach and requiring it to be remedied; or
- 7.2.3 summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, has a receiver, manager or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for its winding-up, is subject to a petition for its winding-up which is not discharged within 21 days of its issue, has a provisional liquidator appointed, has a proposal made for a scheme of arrangement, has an administrator appointed in respect of it; or
- 7.2.4 has any distraint, execution or other process levied or enforced on any of its property; or
- 7.2.5 ceases, or threatens to cease to trade.
- 7.3 Termination of this Agreement for any reason will be without prejudice to the rights, duties and liabilities of THC accrued prior to termination and will not affect any term that is stated to continue (or must by inference continue) after termination.
- 7.4 On termination of this Agreement, howsoever arising, all outstanding payments due to THC shall be paid to THC in accordance with clause 4 and the Customer shall immediately return to THC any hired Equipment or in the absence thereof THC shall be entitled to repossess such hired Equipment and any costs incurred by THC in so doing shall be recoverable from the Customer.
- 8. FORCE MAJEURE**
- 8.1 THC will not be liable for any delay in delivery or non-delivery of the Services caused by any circumstances beyond its reasonable control, including without limitation, any Act of God, war or national emergency, riot, civil commotion, malicious damage, explosion, fire, flood, terrorism, accident or compliance with any law or governmental order, rule, regulation or direction (a "Force Majeure Event").
- 8.2 THC will take all reasonable steps available to it to minimise the effects of a Force Majeure Event on the performance of its obligations under this Agreement including ensuring (insofar as it is able) that the Services are in any event fully resumed as soon as possible after the occurrence of the Force Majeure Event.
- 9. CONFIDENTIALITY**
- 9.1 Each party shall keep confidential all Confidential Information disclosed to it by the other. Neither party shall disclose Confidential Information to anyone else except to its employees, agents and sub-contractors who need such information to effect proper performance of this Agreement and/or to its professional advisers in confidence. Each party shall be responsible for ensuring that any person to whom Confidential Information is disclosed by them complies with the terms of this **clause 9**.
- 9.2 **Clause 9.1** shall not apply to any information that is generally available to the public, unless this availability results from a breach of this Agreement, to information the receiving party already possesses or which it obtains independently in circumstances in which the receiving party is free to disclose it to others and/or to information that is required to be disclosed by law.
- 9.3 **This clause 9 has continuing effect after termination of this Agreement.**
- 10. DATA PROTECTION**
- 10.1 The parties acknowledge that THC may, by virtue of the provisions of this Agreement, process "Personal Data", (as such term is defined in the General Data Protection Regulation ((EU) 2016) (as amended or re-enacted from time to time ("GDPR")), on behalf of the Customer in providing the Services in accordance with the terms

of this Agreement. The Customer warrants that it has all necessary consents and authorisations for THC to process Personal Data in the manner and for the purposes (which are solely determined by the Customer) and in accordance with the terms of this Agreement. THC shall act only on the reasonable and lawful instructions of the Customer in respect of such Personal Data. THC shall comply with all applicable data protection law in force from time to time which, for the purposes of this Clause 10 shall mean GDPR) or any other data protection law implemented during the Term. THC has its own specific data protection policy, a copy of which shall be made available to the Customer upon request.

- 10.2 Where THC is to carry out processing on behalf of the Customer, THC shall use only the processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of GDPR and ensure the protection of the rights of the data subject. Where THC engages another processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this Agreement shall be imposed on that other processor by applicable law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR. Where that other processor fails to fulfil its data protection obligations, THC shall remain fully liable to the Customer for the performance of that other processor's obligations.
- 10.3 THC shall not engage another processor without prior specific or general written authorisation of the Customer. In the case of general written authorisation, THC shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object to such changes.
- 10.4 THC shall:
- (a) process the personal data only on documented instructions from the Customer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable data protection law to which THC is subject; in such a case, THC shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - (b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - (c) take all measures required pursuant to Article 32 of GDPR;
  - (d) respect the conditions referred to in clauses 10.2 and 10.3 above for engaging another processor;
  - (e) take into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR;
  - (f) assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of processing and the information available to the Company;
  - (g) at the choice of the Customer, delete or return all the personal data to the Customer after the termination of this Agreement howsoever occurring and shall delete existing copies thereof unless applicable law requires storage thereof;
  - (h) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down under Article 28 of GDPR and allow for and contribute to audits, including inspections upon reasonable notice and at reasonable times during Working Days, conducted by the Customer or another auditor mandated by the Customer.
- 10.5 A reference in this clause 10 to GDPR includes the Data Protection Act 2018, the European Union (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (amendments etc.) (EU Exit) Regulations 2019 and 2020 as amended from time to time.

## 11. **ASSIGNMENT AND TRANSFER OF INTERESTS**

- 11.1 Neither party will be entitled to assign, transfer or charge any of their respective rights or obligations under this Agreement without the consent of the other party, such consent not to be unreasonably withheld or delayed, provided that a party may assign, transfer and/or charge its rights or obligations under this Agreement in the event of a merger or transfer of engagements or other event by that party, without the prior written consent of the other party.
- 11.2 For the avoidance of doubt, THC shall hereby be entitled to sub-contract any or all of its rights and obligations under this Agreement.

## 12. **WAIVER**

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy conferred upon or reserved for either party is exclusive or any other right, power or remedy available to that party and each such right, power or remedy will be cumulative.

13. **NOTICES**

Any notice under this Agreement will be in writing addressed to the relevant party at the address set out at the beginning of this Agreement or such other address as that party will notify to the other for this purpose. Notices may be delivered by hand or sent by prepaid first class post and will be deemed to have been duly served: -

- 13.1 if delivered by hand, when left at the proper address for service; or
- 13.2 if sent by pre-paid first class post, on the second business day after posting.

14. **ENTIRE AGREEMENT**

- 14.1 This Agreement and other documents which are incorporated into and form part of this Agreement contain, or will contain, all the terms which the parties have agreed in relation to the subject matter of this Agreement, and supersede any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.
- 14.2 The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on any statement, promise or representation made by or on their behalf.
- 14.3 Nothing in this **clause 14** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

15. **VARIATION**

All amendments to this Agreement must be made in writing and signed by an authorised representative of each party.

16. **SEVERABILITY**

The invalidity or unenforceability of any term of, or any right arising pursuant to this Agreement, will not in any way affect the remaining terms and rights which will be construed as if such invalid or unenforceable term or right did not exist.

17. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Nothing in this Agreement is intended to create any right which, by virtue of the Contracts (Rights of Third Parties) Act 1999, might otherwise be enforceable by a third party against either party to this Agreement.

18. **JURISDICTION**

This Agreement will be governed and construed in accordance with the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.