

# **PREMIER SHREDDING LIMITED**

**MARCHWOOD INDUSTRIAL PARK  
UNIT 3J, NORTH ROAD  
MARCHWOOD  
SOUTHAMPTON HAMPSHIRE  
SO40 4BL**

**Tel: 02380 868888 Fax: 02380 867475  
sales@premiershredding.co.uk**



## **MONTHLY COLLECTION TERMS AND CONDITIONS**

- A) Transportation**  
Confidential materials will be transported in a vehicle driven by our own security vetted personnel.
- B) Documentation**  
The total number of sacks collected is entered on the Certificate of Clearance/ Waste Transfer Advice Note and complies with the standards laid down by the Environmental Protection Act of 1990. This is countersigned by us prior to removal.
- C) Destruction**  
On arrival at our Depot, the sacks are opened in secure enclosed conditions and under supervision. The contents are immediately fed into the destruction plant. The shredder has capacity of approximately 5 tonnes per hour. All material is shredded within 24 hours of collection.
- D) Certificate of Destruction**  
A Certificate of Destruction is raised for each collection.
- E) Recycling**  
Once the paper has been shredded, it is baled and dispatched for recycling. All cardboard is baled and dispatched for recycling.
- 1) Definitions**  
“Confidential Material” shall mean all documents, material and other information relating to the business belonging to the Customer or its Associated Companies, or to their clients.
- 2. Vendors Obligation**
- 2.1 Premier Shredding shall from the commencement date and throughout the initial period provide the services in accordance with the arrangements set out.
- 2.2 The Service shall be provided by Premier Shredding to the Customer (at the prices set out in the Service Agreement).
- 2.3 All prices contained and agreed in the agreement will be unconditionally guaranteed for 1 year

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## **MONTHLY COLLECTION TERMS AND CONDITIONS (Cont)**

- 2.4 Premier Shredding warrants to the Customer that all personnel assigned to your collection shall be properly qualified, competent and experienced to carry out the service specified.
- 2.5 Premier Shredding will provide the service in accordance with all applicable laws and regulations.
- 2.6 Premier Shredding has all necessary rights, authorisations or licences to provide the services.

### **3. Confidentiality**

- 3.1 Premier Shredding agrees not to disclose the identity of Customer as a Customer of Vendor any other information about the relationship between them without the prior written consent of Customer in each disclosure.
- 3.2 Except as required for the purpose of performing its obligations under the agreement, Vendor agrees to keep confidential and not divulge to any person all Confidential Material supplied to or observed by its agents, employees or sub-contractors.

### **4. Records and Accounts**

Premier Shredding shall keep and maintain detailed accounts and records in respect of the services provided under this agreement. These accounts and records shall be available for inspection by the Customer at all times upon reasonable notice.

### **5. Force Majeure**

Neither party will be in breach of this agreement by reason of any delay in the performance or non-performance on its part of its obligations hereunder (and shall be liable for any costs or damage caused thereby) where the same is occasioned by any circumstances whatsoever beyond its reasonable control.

### **6. Duration**

Subject to clause 9 this agreement shall continue as 2.21 above. Thereafter the term of the agreement may be extended by successive periods of 12 months on such terms and conditions as the parties may agree and record by way of endorsement to this agreement.

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### **MONTHLY COLLECTION TERMS AND CONDITIONS (Cont)**

#### **7. Termination**

See Service Agreement

#### **8. Without Prejudice**

8.1 The other party shall be in breach of any material provision of this Agreement or its part to be observed or performed.

8.2 If (save in relation to a reorganisation not affecting the credit – worthiness of the other party);

- i) an order is made or resolution is passed for the winding up of the other party or if a provisional liquidator is appointed in respect of the other party;
- ii) an administration order is made in respect of the other party;

This agreement shall in all respect be governed by and constructed in accordance with English Law and the parties agree to the exclusive jurisdiction of the English Courts in any legal proceedings and as regards any claim or matter relating to this Agreement.

#### **9. Binding Effect**

The contract shall be binding and inure to the benefit of:

- i) the Customer, and the Customer's successors and permitted assignees and
- ii) the Vendor, and the Vendor's successors and permitted assignees.