

# First Mile Limited

## Service Terms and Conditions

### Background:

First Mile Limited, Unit 207, Screenworks, 22 Highbury Grove, London N5 2EF with company number: 04928476 (the “**Service Provider**”) provides recycling and waste collection services to business Customers. The Service Provider has skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of Services by the Service Provider to its Customers and shall apply to the Agreement 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.

### 1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Agreement</b> ”	means the agreement between the Service Provider and the Customer relating to the provision of Services in accordance with these Terms and Conditions and any Service Agreement;
“ <b>Annual Renewal Fee</b> ”	means the Service Provider’s annual renewal fee applicable at the date of the provision of the Services and due from the Customer in accordance with clause 3.13 as may be varied from time to time by notice in writing to the Customer;
“ <b>Business Day</b> ”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business;
“ <b>Customer</b> ”	means the person or entity that purchases the Services from the Service Provider;
“ <b>Commencement Date</b> ”	means the date on which provision of the Services will commence as set out in the Service Agreement or otherwise agreed in writing between the Parties;
“ <b>Compliance Documentation</b> ”	means waste transfer notes, consignment notes, certificates of secure destruction and any other documentation that the Customer may reasonably require in order to comply with any applicable waste collection or waste disposal legal obligations connected to the Services;
“ <b>Confidential Destruction</b> ”	means the collection and destruction of Confidential Material in accordance with clause 2.7;
“ <b>Confidential Information</b> ”	means, in relation to either Party, information which a reasonable business person would regard as confidential and which is disclosed to that Party by the other Party (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be

<b>“Confidential Material”</b>	<p>confidential or marked as such) including the terms of the Agreement between the Parties, and in the case of the Customer shall include information relating to the Customer, its customers, suppliers, officers and employees, and may include but is not limited to the information contained in the Confidential Material to be removed by the Service Provider for destruction in accordance with the Agreement;</p> <p>means confidential documentation and data of the Customer that is placed in a confidential sack or a confidential CD DVD sack or which the Customer has notified to the Service Provider as being Confidential Information to be processed as part of the Confidential Information to be processed as part of the Confidential Destruction services;</p>
<b>“Contamination”</b>	<p>means the incorrect use of Products by the Customer such that the material collected for processing cannot be Recycled as intended, including but not limited to the causes of Contamination specified in Annex A (and <b>“Contaminate”</b> shall be construed accordingly);</p>
<b>“Controller”, “Data Subject”, “Personal Data” “Processor” and “Processing”</b>	<p>shall bear the respective meanings given to them in the Data Protection Law (and <b>“Process”</b> and <b>“Processes”</b> shall be construed accordingly);</p>
<b>“Clearance”</b>	<p>means a one-off collection of mixed waste material from the Customer Location;</p>
<b>“Customer Location”</b>	<p>means the address or addresses from which collections will be made as set out in the Services Agreement or otherwise agreed in writing between the Parties from time to time;</p>
<b>“Data Protection Law”</b>	<p>means the EU Data Protection Directive 95/46/EC, the Data Protection Act 1998 and any other legislation in force from time to time which implements that Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws that replace or amend any of these (including without limitation the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) (<b>GDPR</b>)), together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations, guidance and codes of conduct in any relevant jurisdiction relating to</p>

	the processing of personal data and privacy including the guidance and codes of practice issued by the Information Commissioner’s Office ( <b>ICO</b> ), the Article 29 Working Party, the European Data Protection Board or any other relevant supervisory authority from time to time;
<b>“Description of Processing”</b>	means the description of Processing as set out at Annex B of these Terms and Conditions;
<b>“Fees”</b>	means any and all sums due from the Customer to the Service Provider for the Services, to be calculated in accordance with the Service Agreement or if no Service Agreement, the Service Provider’s Standard Pricing;
<b>“Parties”</b>	means the Service Provider and the Customer;
<b>“Product(s)”</b>	means the products (sack and/or stickers) set out at Annex A, which provides details of the Service Provider’s products and how each is to be used and also includes details of materials which will cause Contamination if placed inside the Product;
<b>“Recycle”</b>	means to treat the material so that its re-use is maximised by means of separation into individual material types and reprocessing as secondary raw materials, composting, anaerobic digestion or conversion to renewable energy through incineration (as appropriate for the material involved);
<b>“Reporting”</b>	means the provision to the Customer of financial, operational and compliance information in relation to the Services;
<b>“Service Agreement”</b>	means the service agreement between the Service Provider and the Customer in respect of the Services;
<b>“Services”</b>	means the provision of Products ordered by the Customer, the waste collection, recycling services (which may include Confidential Destruction) and Compliance Documentation at the Customer Location(s) and Reporting as agreed in writing between the Parties from time to time or if applicable, as more particularly set out in the Service Agreement;
<b>“Standard Pricing”</b>	means the Service Provider’s current standard pricing applicable at the date of the provision of the Services as may be varied from time to time by notice in writing to the Customer;
<b>“Sub-processor”</b>	has the meaning set out in 9.4;
<b>“Term”</b>	means the term of the Agreement as defined in clause 11.1;
<b>“Terms and Conditions”</b>	means these terms and conditions as amended from time to time.

- 1.2 A reference to any clause or Annex is, except where expressly stated to the contrary, a reference to such clause or Annex of and to these Terms and Conditions.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.4 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to writing or written includes fax and email.
- 1.6 If there is an inconsistency between any provisions of these Terms and Conditions and the provision of any Service Agreement, the provisions of the Service Agreement shall prevail.

## **2. Service Provider Obligations**

- 2.1 With effect from the Commencement Date throughout the Term, the Agreement shall come into existence and the Service Provider shall provide the Services (including the provision of the Products) to the Customer in accordance with the Agreement.
- 2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing industry standards in the recycling and waste collection sector in the United Kingdom, including industry standards prevailing for the collection, disposal and recycling of Confidential Material from Customers in accordance with BS15713 standards.
- 2.3 The Service Provider shall act in accordance with all reasonable instructions given to it by the Customer provided that such instructions are compatible with the specification of Services agreed.
- 2.4 The Service Provider shall be responsible for ensuring that it complies with all applicable statutes, regulations, bylaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 2.5 The Service Provider shall provide bins and containers as required for fulfilment of the Services and agree any rental charge with the Customer. If requested by the Customer, the Service Provider will repair and maintain bins and containers within a reasonable period and invoice the Customer for this work.
- 2.6 The Service Provider will promptly provide to the Customer upon written request all relevant Compliance Documentation for all Services provided to the Customer.
- 2.7 The Service Provider will ensure that all Confidential Destruction is undertaken in accordance with BS15713 standards, as updated or replaced from time to time. The Service Provider will make available (for example, by way of download) to the Customer evidence of such Confidential Destruction in the form of a certificate of secure destruction within 48 hours of collection from the Customer Location.
- 2.8 The Service Provider shall ensure that all of its officers, employees, contractors and professional advisers who have access to Confidential Information (including any Confidential Material) are made aware of and agree to comply with the confidentiality obligations set out in these Terms and Conditions.

## **3. Customer's Obligations**

- 3.1 The Customer shall co-operate with the Service Provider in all matters relating to the Services.

- 3.2 The Customer shall use reasonable endeavours to provide all information to the Service Provider that is necessary for the Service Provider's provision of the Services, and ensure that such information is complete and accurate in all material respects.
- 3.3 The Customer will ensure the Service Provider, its employees, agents, consultants and subcontractors can access such parts of the Customer Location as reasonably required for the Service Provider's provision of the Services including, if relevant, providing the Service Provider with a door-key or door-code to access to such parts of the Customer Location.
- 3.4 The Customer shall obtain and maintain before the Commencement Date all necessary licences, permissions and consents which may be required for the receipt of the Services.
- 3.5 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Customer in order to continue with the provision of the Services or any part thereof at any time, the Customer shall provide the same in a reasonable and timely manner.
- 3.6 Subject to clause 3.7, the Customer must seal confidential sacks with the zip-tie supplied and ensure sacks do not exceed the capacity limit specified in Annex A.
- 3.7 In the event that the Service Provider provides an in-office exchange at the Customer Location as part of the provision of Services to the Customer, the Service Provider will seal confidential sacks in the presence of the Customer or any of its staff, employees, workers, agents or consultants.
- 3.8 The Customer will be wholly responsible for wiping any digital storage devices (hard drives, memory sticks etc.) containing any Confidential Information before they are presented for collection by the Service Provider unless such devices are presented for collection in a sealed confidential data destruction box.
- 3.9 The Customer shall insure any bins and containers against any loss, damage, and third party or public liability claims, should they be supplied with a bin or container as part of their Services. The Customer shall also keep any such bins and containers in a good condition until they are collected by the Service Provider on termination of the Services and/or the Agreement or otherwise. The Customer shall not dispose or use any bins and containers other than in accordance with the Service Provider's written instructions or authorisation.
- 3.10 The Customer shall ensure that access to bin areas at the Customer Location is at least 1.3m wide and take reasonable measures to prevent damage to the Customer Location such as installation of wall-guards. The Service Provider shall have no liability whatsoever for any damage caused to the Customer Location as a result of the Customer's failure to comply with this clause 3.10.
- 3.11 The Customer will keep any waste storage area at the Customer Location safe for the Service Provider to access including unencumbered access routes and free from rodents. If a rodent infestation is identified the Customer agrees to hire a professional pest control company within 48 hours and to evidence to the Service Provider that the infestation is being eliminated.
- 3.12 The Customer will provide the Service Provider with an estimate or photograph of the amount of waste material to be collected when booking a Clearance. If the actual amount of waste material differs from the Customer's estimate, or if there are any undeclared hazardous waste items in the load, the Service Provider has the right to charge for such additional waste material and/or undeclared hazardous waste items presented by the Customer.

- 3.13 In the event that the Customer does not place an order for Services for a period of twelve consecutive months, but wishes to continue to receive the Services, the Customer agrees to pay an Annual Renewal Fee in order to continue the Services.
- 3.14 The Customer will provide to the Service Provider within 48 hours of receipt copies of any fixed penalty notices or penalty charge notices issued to the Customer by a waste collection authority in respect of waste materials that are the subject of this Agreement, and all such information and documentation as the Service Provider may reasonably require relating to such fixed penalty notices or penalty charge notices.

#### **4. Capacity & Contamination**

- 4.1 The Customer shall take reasonable steps to ensure Products do not exceed the maximum capacities as indicated in Annex A.
- 4.2 The Customer shall use the Products for the correct materials as indicated in Annex A and take all reasonable steps not to Contaminate the Products.
- 4.3 The Customer acknowledges that the over-filling of Products or the existence of Contamination in the materials collected may result in the Service Provider being unable to collect or Recycle the contaminated Product and/ or the load in which the contaminated Product has been transported in the usual manner.
- 4.4 The Customer shall provide training to its staff and relevant contractors about overfilling and Contamination.
- 4.5 If the Customer over-fills and / or Contaminates a Product, then:
- a) the Service Provider shall notify the Customer of this;
  - b) the Service Provider will charge the Customer a fee of £10 plus VAT in respect of each Product; and
  - c) the Customer agrees to take such steps as the Service Provider may reasonably require to avoid further over-filling and / or Contamination.
- 4.6 If the over-filling and/or Contamination continues the Service Provider reserves the right to cease or suspend the Services.

#### **5. Fees, Payment and Records**

- 5.1 The Customer shall pay the Fees to the Service Provider upon receipt of a valid invoice from the Service Provider or in accordance with any credit terms agreed by the Service Provider and set out in the Service Agreement and in full and cleared funds to a bank account nominated in writing by the Service Provider.
- 5.2 All Fees and other amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Service Provider to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Service Provider pay to the Service Provider such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.3 If the Customer fails to make a payment due to the Service Provider under the Agreement by the due date, then, without limiting the Service Provider's remedies under the Agreement, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 5.4 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.5 Each Party shall keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any Fees or other sums payable pursuant to the Agreement to be accurately calculated.

## **6. Liability and Insurance**

- 6.1 The Service Provider shall maintain the following insurance policies with the minimum limits of indemnity as stated
- a) Public Liability £10,000,000 for any one occurrence;
  - b) Products Liability £10,000,000 for any one occurrence and in the aggregate;
  - c) Professional Indemnity, £1,000,000 in the aggregate; and
  - d) Cyber Liability, £1,000,000 in the aggregate.
- 6.2 The limits and exclusions in this clause 6 reflect the insurance cover the Service Provider has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 6.3 The Service Provider shall not be liable for any costs, expenses, loss or damage suffered or incurred by the Customer that results from the Customer's breach of the Agreement or failure to follow any reasonable instructions given by the Service Provider.
- 6.4 Subject to clause 6.5, the Service Provider's total liability to the Customer shall not exceed two hundred and fifty thousand pounds (£250,000). The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.
- 6.5 Nothing in these Terms and Conditions shall limit or exclude the Service Provider's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.
- 6.6 Subject to clause 6.5, the following types of loss are wholly excluded by the Parties:
- 6.6.1 loss of profits;
  - 6.6.2 loss of sales or business;
  - 6.6.3 loss of agreements or contracts;
  - 6.6.4 depletion of goodwill or similar losses;
  - 6.6.5 loss of anticipated savings;
  - 6.6.6 loss of use or corruption of software, data or information; or
  - 6.6.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, in each case whether direct or indirect.
- 6.7 This clause 6 shall survive termination of the Agreement.

## **7. Service Promise**

- 7.1 In the event that the Service Provider fails to perform the Services with reasonable care and skill and in accordance with the Agreement, it shall carry out any and all necessary remedial action at no additional cost to the Customer.

## 8. Confidentiality

- 8.1 Each Party undertakes that, except as provided by clause 8.2 or as authorised in writing by the other Party, it shall, at all times during and after the Term:
- 8.1.1 keep confidential all Confidential Information and take reasonable steps to protect Confidential Information against theft, damage, loss or unauthorised access;
  - 8.1.2 not disclose any Confidential Information to any other party;
  - 8.1.3 not use or deal with any Confidential Information for any purpose other than as contemplated by the Agreement; and
  - 8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information.
- 8.2 Either Party may disclose Confidential Information:
- 8.2.1 as required by law, court order or any governmental or regulatory authority; and
  - 8.2.2 to its employees, officers, representatives, agents, contractors and advisers but only to the extent they need to know to enable the Party to perform its obligations under the Agreement and/or exercise its rights under the Agreement and that Party shall procure that the recipient only uses the information for the purposes contemplated, knows the information is confidential and does not disclose the information; and
  - 8.2.3 to the extent that such information becomes public knowledge through no breach of the Agreement by that Party.
- 8.3 This clause 8 shall survive the termination of this Agreement.

## 9. Data Protection

- 9.1 To the extent that Service Provider Processes any Personal Data as Processor for the Customer, this clause 9 shall apply to such Processing.
- 9.2 The Service Provider will only Process the Personal Data in accordance with its provision of the Services to the Customer and on the documented instructions of the Customer from time to time.
- 9.3 The Parties acknowledge and agree that the Description of Processing attached at Annex B hereto is an accurate description of the Processing undertaken pursuant to the Agreement.

### Sub-processors

- 9.4 The Service Provider may use any agent, sub-contractor or other third party ("**Subprocessor**") for the purpose of carrying out the Services under the Agreement. The Customer gives a general written authorisation to the Service Provider to engage Subprocessors subject to the Service Provider informing the Customer of any intended changes concerning the addition or replacement of any Sub-processors and allowing the Customer to object (acting reasonably) to such changes. The Customer shall have 10 days from the date of notification to reasonably object to the use of any new SubProcessor by notifying the Service Provider in writing. If the Customer does object to any Sub-processor, then the Service Provider will not use that Sub-processor and will use an alternative Sub-processor in which case the Service Provider reserves the right to charge the Customer any additional cost that it would not otherwise have incurred. If the parties cannot reach agreement as to the use of a Sub-processor, the Service Provider shall be entitled to terminate the Agreement immediately by notice in



writing. If the Customer has not notified the Service Provider of any objection within the time period specified above, the Customer shall be deemed to have approved the use of

the new Sub-Processor and the Sub-processor shall become an authorised Subprocessor.

- 9.5 Where a Sub-processor is engaged, the Service Provider will put in place a written agreement with the Sub-processor which imposes on the Sub-processor obligations which are at least equivalent to those imposed on the Service Provider under this clause 9 that relate to its obligations as Processor in all material respects and which complies with the Data Protection Law.
- 9.6 If any Sub-processor is identified as an authorised Sub-processor in Annex C, the Customer consents to their appointment as a Sub-processor.

#### **Transfers outside of the EEA**

- 9.7 Subject to clause 9.8, the Service Provider will not transfer, or otherwise directly or indirectly disclose, any of the Personal Data to countries outside the European Economic Area (EEA) without the prior written consent of the Customer except where the Service Provider is required to transfer the Personal Data by the laws of the member states of the EU or EU law (and shall inform the Customer of that legal requirement before the transfer, unless those laws prevent it doing so).
- 9.8 The Service Provider shall be permitted to transfer the Personal Data to countries outside of the EEA in accordance with the requirements of the Data Protection Law, including by any approved international framework, contractual clauses, certification mechanism or any other mechanism permitted pursuant to the Data Protection Law from time to time.

#### **Security and Data Breaches**

- 9.9 Taking into account the state of technical development and the nature of Processing, the Service Provider shall implement appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction, loss, alteration and unauthorised disclosure or access.
- 9.10 The Service Provider will:
- 9.10.1 ensure that access to the Personal Data is limited to the Service Provider's personnel and authorised Sub-Processors who need access to it to supply the Services and who are subject to an enforceable obligation of confidence with regards to the Personal Data;
  - 9.10.2 notify the Customer without undue delay and in writing if any Personal Data has been disclosed in breach of this clause 9; and
  - 9.10.3 notify the Customer promptly if it becomes aware of a breach of security of the Personal Data, such notices shall include full and complete details relating to such breach;

#### **Assistance**

- 9.11 The Service Provider will, taking into account the nature of the Processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any Data Subject for access, rectification or erasure of the Personal Data, or any objection to Processing.
- 9.12 The Service Provider will provide such assistance (at the Customer's cost) as the Customer may reasonably require in relation to:

9.12.1 the need to undertake a data protection impact assessment in accordance with the Data Protection Law; and

9.12.2 any approval of the Information Commissioner or other data protection supervisory authority to any Processing of the Personal Data.

#### **Audit**

9.13 At the Customer's cost, the Service Provider will allow for an audit (no more than once per annum) by the Customer and any auditors appointed by it in order for the Service Provider to demonstrate its compliance with this clause 9. For the purposes of such audit, upon reasonable notice, the Service Provider will make available to the Customer and any appointed auditors all information that the Customer deems necessary (acting reasonably) to demonstrate the Service Provider's compliance with this clause.

9.14 In the Service Provider's reasonable opinion, to the extent that it believes that any instruction received by it in accordance with clause 9.13 is likely to infringe the Data Protection Law or any other applicable law, the Service Provider shall promptly inform the Customer and shall be entitled to withhold its permission for such audit and/or provision of the Services until the Customer amends its instruction so as not to be infringing.

#### **10. Force Majeure**

10.1 Neither Party shall be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

#### **11. Term and Termination**

11.1 The Agreement shall have effect on and from the Commencement Date and, subject to the terms of this clause 11, shall continue in full force and effect unless and until either Party terminates the Agreement with immediate effect by giving not less than 90 days' prior written notice to the other Party (or such alternative notice period as agreed between the parties in writing).

11.2 Compliance Documentation will be provided free of charge if the Customer orders and pays for Services for a 12 month period from the Commencement Date. If after such 12 month period, no Services are ordered or payments are overdue, the Service Provider may (in its sole discretion) deactivate the Customer's account or charge a fee for the provision of the Compliance Documentation.

11.3 Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party takes or has taken against it any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

11.4 Without affecting any other right or remedy available to it, the Service Provider may terminate the Agreement with immediate effect by giving written notice to the Customer if:

- 11.4.1 the Customer fails to pay any Fees or amount due under the Agreement on the due date for payment; or
- 11.4.2 the Customer commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing by the Service Provider to do so;
- 11.5 Without affecting any other right or remedy available to it, where the Customer commits a material breach of any term of the Agreement or fails to pay any amount due under the Agreement on the due date for payment, the Service Provider may at its sole discretion suspend the Services with no liability to the Customer for as long as it deems necessary to remedy that breach.
- 11.6 On termination of the Agreement, at the Customer's cost and its option, the Service Provider will either return all of the Personal Data (and copies of it) or securely dispose of the Personal Data and/or Confidential Information, except to the extent that any applicable law requires the Service Provider to store the Personal Data.
- 11.7 On termination of the Agreement, the Customer shall immediately pay to the Service Provider all of the Service Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Service Provider shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 11.8 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 11.9 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

## **12. Sub-contracting and Assignment**

- 12.1 The Service Provider may at any time assign, or deal in any other manner with the Agreement or any part of it, including sub-contracting of any of its obligations under the Agreement to any third party or agent.
- 12.2 The Customer shall not be entitled to assign, or deal in any other manner with, the Agreement or any part of it, including sub-contracting any of its obligations under the Agreement, without the prior written consent of the Service Provider.

## **13. General**

- 13.1 The Agreement contains all the terms agreed between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.
- 13.2 Nothing in this clause shall operate to limit or exclude either Party's liability for fraud.
- 13.3 The failure of either Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it.
- 13.4 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of

a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

- 13.5 Notices relating to the Agreement must be in writing (which includes email) and shall be delivered by hand or by pre-paid first-class post or next working day delivery service to the relevant Party's registered office address (if a company) or its principal place of business (in any other case) or sent by email to, in respect of the Service Provider, [customers@thefirstmile.co.uk](mailto:customers@thefirstmile.co.uk) or, in respect of the Customer, the primary service email address as the Customer may specify to the Service Provider from time to time.

Notices will be deemed to have been received if delivered by hand, on the day of delivery; if sent by pre-paid first-class post or next working day delivery service, on the second Business Day after posting; and if sent by email, at the time of transmission. Notwithstanding this clause 13.5, email will not be a valid means of serving notice of legal proceedings.

- 13.6 No term of the Agreement will be enforceable by a third party under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 13.7 The Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and the Parties submit to the exclusive jurisdiction of the courts of England to resolve any dispute between them.

## ANNEX A: Products and causes of contamination

Product	Permitted Materials	Capacity Limit*	Common causes of Contamination**
Mixed Recycling	Paper, card and cardboard Business Directories, magazines and newspapers Envelopes Glass bottles and jars Drink cans and food tins Tetrapak Plastics Carrier Bags	Sacks of 5kg, 8kg, 12kg capacity as printed on the sack; and  Wheelie bins as follows: 240L = 20kg 360L = 30kg 660L = 50kg 1100L = 80kg	Food Tea bags Coffee grounds Liquids Expanded polystyrene Clothes, textiles, shoes Carpet Wood Plant waste and soil
General Waste	Food Tea bags Coffee grounds Expanded polystyrene Rubber Latex Wood	Sacks of 5kg, 8kg, 12kg capacity as printed on the sack; and  Wheelie bins as follows: 240L = 20kg 360L = 30kg 660L = 50kg 1100L = 80kg	Hazardous waste Electrical Items (WEEE) Batteries
Food	Food and plant waste	Sacks of 2.5kg, 5kg as printed on the sack; and Wheelie bins as follows: 110L = 20kg 240L = 30kg	Paper & card Cutlery Plastic, metal, glass Non-food
Glass	Bottles and jars any colour	240L = 40kg	Ceramics, metal, packaging
Cardboard Sticker	Flattened cardboard	5kg of flattened card	General waste, plastic wrap, expanded polystyrene
Confidential Sack	White office paper and other documentation	25kg	CDs and media
Confidential CD Sack	CDs and DVDs	25kg	Paper
WEEE Sacks	Electrical items	25kg	Toners and Cartridges
Toner & Cartridge Sack	Toner and Cartridges	25kg	Electrical items
Fluorescent Bulb and Tube box	Fluorescent Bulbs and Tubes	25kg	Light fittings and fixtures
Textile Recycling Sack	Clothes, shoes, accessories, handbags	25kg	Duvets, pillows, plastics
Battery Sack	All portable battery types	5kg	Car batteries
Stationary Sack	Pens, rulers, staplers, marker pens	5kg	Paper and envelopes
Small Electricals Sack	Phones, torches, mouse, cables	5kg	Batteries
Compliance Documentation	N/A	Free to customers unless purchasing has lapsed.	N/A
Confidential Data Destruction Box	Hard drives, USBs, data drives, tapes, DVDs, mobile phones (batteries removed)	10kg	Batteries.

\* **Collections from bins.** Where agreed between the Parties, the Service Provider will collect materials referred to in this table loose from bins and other suitable containers, that are clearly labelled as per the relevant Product and such bin/ container shall be considered to be a Product for the purpose of the Agreement.

\*\***Contamination.** Please be aware that the Customer may be charged a fee of £10 + VAT for each Product (sack, sticker, bin or container) that is Contaminated or used incorrectly. See clause 4 above for further details.

## ANNEX B

### DESCRIPTION OF PROCESSING

**Processing of personal data** (provide a description of the subject-matter and duration of the processing):

The Service Provider provides collection and destruction of confidential business information is a BS15713-accredited. The personal data processed by the Service Provider is Customer data which may contain personal data collected by the Customer. The processing will be for the duration of the contract with the Customer. All data collected from the Customer is destroyed within 12 hours.

#### Data subjects

The personal data concern the following categories of data subjects (please specify):

Customers of the Service Provider, and their data subjects, customers, employees, agents, workers, subcontractors.

#### Purposes of the Processing

The processing is necessary for the following purposes (please specify):

For operational purposes of the Customer, including (without limitation) for confidential data destruction in accordance with legal and contractual obligations, for compliance with policies and procedures, and for data security standards.

#### Categories of data

The personal data processed fall within the following categories of data (please specify):

The categories of data are unknown to the Service Provider as personal data is kept in sealed sacks and destroyed on behalf of Customers.

#### Sensitive/ special categories of data (if applicable)

The personal data processed fall within the following categories of sensitive/ special categories of data (please specify):

The categories of data are unknown to the Service Provider as personal data, including any sensitive/ special categories of data is kept in sealed sacks and destroyed on behalf of Customers.

#### Instructions with regards to the processing of personal data:

The Service Provider shall process the Personal Data only in accordance with the Customer's written instructions and the terms of the Agreement.

## ANNEX C

## AUTHORISED SUB-PROCESSORS

The following Sub-processors are authorised for the purpose of carrying out the Services under the Agreement:

1. **Restore PLC (company number 05169780)** (BS – 15713 accredited) Restore PLC collect Confidential Material on behalf of the Service Provider  
Document Management Division  
Redhill Distribution Centre  
Unit 1 Salbrook Road  
Salfords  
Redhill  
RH1 5 DY
2. **Recycling Services Ltd t/a London Secure Shredding (company number 11160952)** (BS – 15713 accredited)  
London Secure Shredding collect Confidential Material on behalf of the Service Provider  
Recycling Services Limited T/as London Secure Shredding  
30B Wild Rents  
London  
SE1 4QG