

# Service Terms & Conditions

## BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Identity Destruction Limited, a company registered in England and Wales under company number 10410742 whose registered office address is Units 4/5 Shopwhyke Industrial Centre, Oving Road, Chichester PO20 2GD.

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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|-----------------------------|--|
| <b>“Business Day”</b>       | means any day other than a Saturday, Sunday or bank holiday;   |
| <b>“Calendar Day”</b>       | means any day of the year;   |
| <b>“Contract”</b>           | means the contract for the provision of Services, as explained in Clause 2;  |
| <b>“Deposit”</b>            | means an advance payment made to Us under sub-Clause 4.5;  |
| <b>“Month”</b>              | means a calendar month;  |
| <b>“Price”</b>              | means the price payable for the Services;  |
| <b>“Services”</b>           | means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);   |
| <b>“Special Price”</b>      | means a special offer price payable for Services which We may offer from time to time;   |
| <b>“Order”</b>              | means your order for the Services [as attached] <b>OR</b> [as shown overleaf];   |
| <b>“Order Confirmation”</b> | means Our acceptance and confirmation of your Order as described in Clause 2;  |
| <b>“We/Us/Our”</b>          | means Identity Destruction Limited, a company registered in England and Wales under company number 10410742 at Units 4/5 Shopwhyke Industrial Centre, Oving Road, Chichester PO20 2GD and includes all employees and agents of Identity Destruction Limited. |

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

## 2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part

of these Terms and Conditions, please ask Us for clarification.

- 2.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 2.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
  - 2.4.1 The main characteristics of the Services;
  - 2.4.2 Our identity (set out above in sub-Clause 1.1) and contact details (as set out below in Clause 10);
  - 2.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 2.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
  - 2.4.5 Our complaints handling policy;
  - 2.4.6 Where applicable, details of after-sales services and commercial guarantees;
  - 2.4.7 The duration of the Contract, where applicable, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

### **3. Orders**

- 3.1 All Orders for Services made by you will be subject to these Terms and Conditions.
- 3.2 You may change your Order at any time before we begin providing the Services by contacting Us via telephone or by email.
- 3.3 If your Order is changed We will inform you of any change to the Price in writing.
- 3.4 You may cancel your Order within 24 hours of placing it. If you have already made any payments to Us under Clause 4 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 2 working days. If you request that your Order be cancelled, you must confirm this in writing. If you wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 9.
- 3.5 We may cancel your Order at any time before We begin providing the Services in the following circumstances:
  - 3.5.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
  - 3.5.2 An event outside of Our control continues for more than 4 weeks see Clause 8 for events outside of Our control).
- 3.6 If We cancel your Order before We begin providing the Services under sub-Clause 3.5 and you have already made any payments to Us under Clause 4 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 2 working days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

### **4. Price and Payment**

- 4.1 The Price of the Services will be that shown on our 'Our website in place at the time of your

Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

- 4.2 If We quote a Special Price which is different to the Price shown on Our current Website, the Special Price will be valid for 4 weeks or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 4.3 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.
- 4.4 All Prices exclude VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 4.5 Before We begin providing the Services, you will be required to pay a Deposit of 100% of the total Price for the Services. The due date for payment of your Deposit will be included in the Order Confirmation.
- 4.6 In certain circumstances, if your Order is cancelled, your Deposit will be refunded in full or in part. The amount due will be calculated based upon the Price for the Services, Our website price list, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clause 3.4 if you cancel your Order, to sub-Clauses 3.5 and 3.6 if We cancel your Order, or to Clause 9 if the Services are cancelled after they have begun.
- 4.7 The balance of the Price will be payable once We have provided the Services.
- 4.8 We accept the following methods of payment:
  - 4.8.1 PayPal;
  - 4.8.2 Visa or Mastercard through WorldPay;
  - 4.8.3 Cheque;
  - 4.8.4 Cash;
  - 4.8.5 Bank transfer.
- 4.9 Credit and/or debit cards will not incur additional charges.
- 4.10 If you do not make payment to Us by the due date as shown in/on Your Invoice We may charge you interest on the overdue sum at the rate of 2% per annum above the base lending rate of Santander from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 4.11 The provisions of sub-Clause 4.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

## 5. **Providing the Services**

- 5.1 We will begin providing the Services on the date specified in your Order (and confirmed in Our Order Confirmation).
- 5.2 We will continue providing the Services until the Shredding or destruction is complete and Certificate of Destruction has been issued.
- 5.3 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 8 for events outside of Our control.
- 5.4 If We require any information from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. Depending upon the exact nature of the Services you require from Us, We may require information.
- 5.5 If the information you provide under sub-Clause 5.4 is delayed, incomplete or otherwise

incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided We may charge you a reasonable additional sum for that work.

- 5.6 In certain circumstances, for example where there is a delay in you sending Us information required under sub-Clause 5.4, We may suspend the Services (and will inform you of that suspension in writing).
- 5.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.
- 5.8 If the Services are suspended under sub-Clauses 5.6 or 5.7, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).
- 5.9 If you do not pay Us for the Services as required by Clause 4, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 4.10.

## **6. Problems with the Services**

- 6.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services we request that you inform Us as soon as is reasonably possible either by telephone or email.
- 6.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 6.3 We will not charge you for remedying problems under this Clause 6 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information provided by you, sub-Clause 5.5 will apply and We may charge you for remedial work.
- 6.4 As a consumer, you have certain legal rights with respect to the purchase of services. We are, for example, required to provide the Services with reasonable care and skill. You also have remedies if We use materials that are faulty or incorrectly described. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.

## **7. Our Liability**

- 7.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 7.2 If We are collecting from within your property and We cause any damage, We will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your property that We may discover while providing the Services.
- 7.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 7.4 Furthermore, nothing in these Terms and Conditions seeks to exclude or limit Our liability for the following with respect to your rights as a consumer:

- 7.4.1 Breach of your right to title and quiet possession as implied by section 2 of the Supply of Goods and Services Act 1982;
- 7.4.2 Breach of terms relating to description, satisfactory quality, fitness for purpose and samples as implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982; and
- 7.4.3 Our liability relating to defective products as set out in the Consumer Protection Act 1987.

## 8. Events Outside of Our Control (Force Majeure)

- 8.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, traffic jams and vehicular accidents, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control.
- 8.2 If any event described under this Clause 8 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 8.2.1 We will inform you as soon as is reasonably possible;
  - 8.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 8.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
  - 8.2.4 If the event outside of Our control continues for more than 4 weeks We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
  - 8.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 9.3.3.

## 9. Cancellation

- 9.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 3.4.
- 9.2 Once We have begun providing Our Console Service, this service shall run for the duration of the agreed 12-month period. The Console Service will automatically renew at the end of the 12-month period unless We receive written notice from you within 30 days of expiry of the 12-month period to cancel the renewal.
- 9.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 2 working days. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 4. If you cancel because of Our breach under sub-Clause 9.3.1, you will not be required to make any payments to Us. You will not be required to give 30 days notice in these circumstances:
  - 9.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 4 weeks of you asking Us to do so in writing; or
  - 9.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
  - 9.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 8.2.5); or

- 9.3.4 We change these Terms and Conditions to your material disadvantage.
- 9.4 We may cancel your Order for the Services before the Services begin under sub-Clause 3.5.
- 9.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 30 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 2 working days. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 4.
- 9.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 2 working days. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 4. We will not be required to give 30 days notice in these circumstances:
- 9.6.1 You fail to make a payment on time as required under Clause 4 (this does not affect our right to charge interest on overdue sums under sub-Clause 4.10); or
- 9.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 4 weeks of Us asking you to do so in writing; or
- 9.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 8.2.4).
- 9.7 For the purposes of this Clause 9 (and in particular, sub-Clauses 9.3.1 and 9.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 9.3.1 and Us under sub-Clause 9.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

## 10. Returns Policy and Postage

- 10.1** If you decide to cancel your sack order within 14 days of purchase and no longer wish to use our collection service but have already received your pack of 2, 5, 10 or 15 sacks and cable ties, you are welcome to post the sacks and cable ties at your cost back to our registered office address at Units 4/5 Shopwhyke Industrial Centre, Oving Road, Chichester PO20 2GD. We would request the returned sacks and cable ties to be received by us no more than 30 days after purchase. Upon receiving the returned sacks and cable ties we shall issue a refund for the purchase price, minus our postage cost incurred.
- 10.2** If you have any questions or complaints about the sacks and cable ties supplied please contact us by telephone to 01243 858399 or by email to [info@identitydestruction.co.uk](mailto:info@identitydestruction.co.uk).
- 10.3** If you wish to exercise your legal rights to reject the sacks and cable ties due to not conforming with how they have been described on our Website, you must post them back to us, or allow us to collect them from you. We will pay the cost of postage or collection.
- 10.4** Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery, we will provide you with a full refund.
- 10.5** We are only responsible for despatched orders that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control. This includes orders that may get lost within the Royal Mail postal system. When this occurs and when there has been a reasonable time period to ascertain the order has definitely not been received by you we shall at our discretion post out a duplicate order at no cost to you.

## 11. Communication and Contact Details

- 11.1** If you wish to contact Us, you may do so by telephone at 01243 858399 or by email at [info@identitydestruction.co.uk](mailto:info@identitydestruction.co.uk).
- 11.2** In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:
- 11.2.1** Contact Us by email at [info@identitydestruction.co.uk](mailto:info@identitydestruction.co.uk); or Contact Us by pre-paid post at Identity Destruction, Units 4/5 Shopwhyke Industrial Centre, Oving Road, Chichester PO20 2GD.

## 12. Complaints and Feedback

- 12.1** We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 12.1.1** All complaints are handled in accordance with Our complaints handling policy and procedure, available from Units 4/5 Shopwhyke Industrial Centre, Oving Road, Chichester PO20 2GD.
- 12.2** If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 12.2.1** In writing, addressed to The Director, Identity Destruction Limited, Units 4/5 Shopwhyke Industrial Centre, Oving Road, Chichester PO20 2GD.
- 12.2.2** By email, addressed to The Director at [info@identitydestruction.co.uk](mailto:info@identitydestruction.co.uk)

**13. How We Use Your Personal Information (Data Protection)**

- 13.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 13.2 We may use your personal information to:
  - 13.2.1 Provide Our Services to you.
  - 13.2.2 Process your payment for the Services.
  - 13.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
  - 13.2.4 We will not pass on your personal information to any other third parties

**14. Other Important Terms**

- 14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2 We may conduct the collection and shredding for You through Our secure shredding partners who abide to Our exact same high security procedures.
- 14.3 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 14.4 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.5 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.6 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

**15. Governing Law and Jurisdiction**

- 15.1 These Terms and Conditions (and the Contract) (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 Wales.
- 15.2 Any dispute, controversy, proceedings or claim between Us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.