

Destruction Services Agreement Terms and Conditions

General

1. These terms and conditions apply to all arrangements for the destruction or disposal of alcohol or non- alcoholic beverages suitable for human consumption between Wyllie Recycling Limited (“WR Ltd”) and the named Customer (the “Customer”) and are expressly incorporated in to the Contract between the parties (the “Contract”) to the exclusion of either party’s terms and conditions and are contractually binding upon both parties. No modifications or additional conditions shall be included unless agreed in writing by WR Ltd and the Customer.
2. WR Ltd reserves the right at any stage in the Term of the Contract, to request further information from the Customer about the items to be destroyed under the Contract.
3. The Contract will commence on the specified start date and will continue until the agreed destruction services are complete or until notice is given by either party in line with paragraphs 16 or 17 of these terms and conditions (the “Term of the Contract”).

Payment Terms

4. All invoices issued by WR Ltd to Customers under these terms and conditions require to be paid within 30 days of the date of issue. Invoices remaining unpaid after 30 days will be subject to additional interest charges and late payment fees as set out under Late Payment of Commercial Debt (Interest) Act 1998 (or any amending or replacement legislation). WR Ltd reserves the right to withhold the certificate of destruction until payment of all outstanding invoices issued to the Customer by WR Ltd interest and late payment fees are received in full.

Charges

5. Charges for the agreed services will remain fixed for the term of the Contract, after which they may be subject to variation in accordance with clause 7 hereof.
6. All charges are stated net of VAT which will be applied at the appropriate rate.
7. WR Ltd reserves the right to amend service charges at any time to take account of extraordinary changes in waste composition by weight or volume or cost increases such as increased landfill tax, increased fuel duty, waste levies, transportation costs, wages and/or any amended waste legislation imposed by governments or statutory waste authorities which will become payable by the Customer, including to take account of any deposit return scheme or other such initiative that offers incentive for the return and recycling of containers that may be in force from time to time.
8. In the event that WR Ltd are prevented, hindered or delayed in or from performing any of their obligation under these terms and conditions by a force majeure event, they shall not be in breach of these terms and conditions or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance shall be extended accordingly.
9. For the purposes of clause 8 above a force majeure event shall mean any circumstance not within reasonable control of WR Ltd including, without limitation: (a) acts of God, flood, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, war or other such political/national emergency; (d) theft or criminal activity (e) nuclear, chemical or biological contamination; and (f) any other such material event that may occur.

10. Any pallet, container or equipment in excess of the weight agreed in the Contract will have the excess weight charged for at the rate described on the weight matrix.
11. Contaminated waste shall incur a charge consistent with the cost of handling and disposal.
12. Any amendments or variations charges or services under clause 11 above will be notified to the Customer.

Destruction Certificate

13. Upon successful destruction of the goods itemized for destruction in the Contract between WR Ltd and the Customer WR Ltd will (if required) issue a certificate of destruction as proof of successful destruction of the liquids in question. The Customer must retain this for inspection as further certificates will not be issued.
14. WR Ltd reserves the right to charge the Customer a reasonable fee for the issue of any copy or copies of the destruction certificate requested by the Customer.
15. The certificate of destruction will reflect the description of the goods destroyed as provided by the Customer in the Contract between the parties. For the avoidance of doubt, WR Ltd will only certify the time, date and place of destruction of the items destroyed, and any erroneous information as to description of content etc. provided by the Customer and itemised on the destruction certificate will not be the responsibility of WR Ltd. The Customer hereby indemnifies WR Ltd from and against any liability that may arise as a result of the Customer providing erroneous or inaccurate information to WR Ltd in relation to the items passed for destruction or disposal.

Termination

16. If the customer wishes to terminate the Contract then written notice is required to be given prior to the destruction taking place.
17. In circumstances where the Customer wishes to terminate the Contract early or becomes in breach of the Contract, then the Customer will be liable to pay the whole amount owing for services provided or agreed but not yet completed unless otherwise notified by WR Ltd.
18. WR Ltd reserves the right to terminate the Contract at any time and under any circumstances.

Customer Obligations and Liabilities

19. Items to be destroyed shall be presented for destruction at the specified time on the designated day as agreed between the parties.
20. Waste destruction will be confirmed by issue of a certificate of destruction. This is the Customer's proof of destruction, and should be retained by the Customer for a period of 2 years. The Customer may be required to produce their certificate of destruction on request by any authorised officer of HMRC.
21. The customer must not place in any container or equipment, or allow to be placed, any material other than that indicated in the Contract between the parties. WR Ltd shall be entitled to require the Customer to enter into a new Contract for the handling of waste outwith the description provided or agreed where this new waste may incur higher disposal

costs. This applies to items which may be explosive, noxious or corrosive of any type. Please refer to SEPA guidelines on special waste at www.sepa.org.uk/regulations/waste/special-waste/. Failure to comply with this clause will amount to material breach of contract by the Customer and may result in termination of the Contract by WR Ltd in accordance with Clause 17 hereof.

22. WR Ltd reserves the right not to destroy any container found to be contaminated with waste that does not fall within the category of waste contracted to be destroyed.
23. The Customer must provide a correct SIC code to WR Ltd.

Sustainable Solutions

24. WR Ltd is committed to providing the most sustainable destruction service consistent with the circular economy. This includes, but is not limited to; recycling, reuse and renewable energy. WR Ltd will use its reasonable endeavours to ensure that any site to which the Customer's waste is supplied is operated in accordance with all statutory requirements; however WR Ltd accepts no liability for any third party failure to operate as such.

Statutory Obligations

25. It is a term of every contract entered into by WR Ltd that the Customer shall have complied or shall comply with all requirements of government or any statutory local or public authority in relation to the service. In particular:-
 - a. The Customer shall be responsible for ensuring compliance with Customs and Excise Management Act 1979 and any other pertinent legislation or guidance in force from time to time as may be in force.
 - b. The Customer shall be responsible for ensuring compliance with the Health & Safety at Work Act 1974
26. Where the Customer has not met its obligations under clause 25, or where they have misstated the items to be destroyed the Customer hereby indemnifies WR Ltd against any resultant liability.
27. WR Ltd will rely on the information relating to content of the items supplied by the Customer for destruction. The Customer shall indemnify WR Ltd from and against any and all losses and liabilities suffered or incurred by WR Ltd as a result of the items supplied for destruction not being entirely in accordance with the information provided by the Customer, including (without prejudice to the generality of the foregoing) where the contents contain any items not fit for human consumption and/or contain corrosive, explosive, contaminated or other such noxious or poisonous substance.

Assignment

28. WR Ltd may if required assign its rights and/or obligations under any annual waste transfer note or waste service agreement with the Customer. The Customer shall not be entitled to assign its rights and/or obligations under any such contract without WR Ltd's express consent.

Data Privacy

29. WR Ltd is committed to meeting the high standard for data privacy introduced by European data protection law (GDPR), allowing you to have more control over how your data is used and how you are contacted. The changes will also help to better protect your

personal data. WR Ltd takes your data privacy seriously and have updated our privacy notice to reflect these changes.

30. WR Ltd has in place CCTV recording capabilities, the recordings of the completion of destruction services will be made available, where possible, to Customers. If for any reason the CCTV recording is unavailable WR Ltd will not be liable for any, costs, loss or damage incurred by the Customer.

Governing Law

31. These terms and conditions shall be governed by Scots law and the parties hereby submit to the jurisdiction of the Scottish courts.