

JAMIES COMPUTERS

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

1.1 In these terms and conditions (“conditions”) the following words shall have the followings meanings:-

“the Act” means the Environmental Protection Act 1990.

“the Carrier” means any person, firm or company (which may for the avoidance of doubt from the Company) as may from time to time be nominated by Company to collect the Contract Waste or any part thereof on behalf of the Company (where this is the responsibility of the Company).

“the Client” means the party for whom the Company agrees to collect, recycle and dispose of Contract Waste.

“the Company” means Jamies Computers and its successors and assigns.

“Contract” means each agreement made between the Company and the Client for the Collection, Recycling and Disposal of Contract Waste.

“Contract Waste” means and includes any material intended or tendered for recycling or Disposal hereunder and detailed in the Company's quotation.

“Contract Waste Description” means and includes the description, details and information in relation to the Contract Waste set out in the Company's quotation and set out in any transfer note (in the case of Contract Waste which is “Controlled Waste” as defined in the Act) or in any consignment note (in the case of any Contract Waste which is “Hazardous Waste” as defined in the Regulations).

“Disposal” means the disposal of Contract Waste and where the Company accepts responsibility for such matters the collection, transport, provision of receptacles, treatment, recycling and any other handling method of Contract Waste.

“Ongoing Contract” means any Contract which is not either for a specified fixed term or a limited number of collections/disposals.

“Order Details” means and includes the Contract Waste Description and all details and information in the respect of the Contract Waste set out on the Company's quotation form including any special conditions.

“Permissible Tolerances” means any tolerances in respect of the constituent elements of Contract Waste which are acceptable to the Company and which have been detailed in the Order Details.

“the Transit Period” means the period commencing on arrival at the place of collection of any vehicle provided by Company or Carrier for transport of the Contract Waste and ending on completion of discharge of Contract Waste from such vehicle at Company's or Client's premises.

2. GENERAL

- 2.1 These conditions shall be deemed to be incorporated into every Contract and shall notwithstanding any statement to the contrary contained in any of the Client's communications prevail over any conflicting or inconsistent terms and conditions contained in any order, letter or form of contract sent by the Client to the Company or any other communication between the Client and the Company whatsoever and whatever their respective dates unless or to the extent that any variation of these conditions shall be expressly agreed in writing and signed by one of the Company's directors.
- 2.2 These conditions and the relevant quotation of the Company comprise and represent the entire agreement between the Company and the Client and the Client agrees that it has not been induced to enter into any Contract on the basis of any representation made by the Company or its officers and agents.
- 2.3 All dealing between the Company and the Client are confidential. The Client may not disclose information concerning contracts with the Company (unless required by law) to any third party without the consent of the Company.
- 2.4 Any reference in these conditions to any provisions of the statute or regulation/statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

3. DELIVERY/COLLECTION

- 3.1 Where the Company has accepted responsibility in its quotation form for the collection of the Contract Waste then the Company or the Carrier shall endeavour to collect the Contract Waste on the date requested.
- 3.2 The Company shall not under any circumstances be liable to compensate the Client for any indirect or consequential loss whatsoever whether arising from the Company's failure or its Carrier's failure to collect the Contract Waste on any specified date or the Company's inability to accept waste being delivered by the client upon the date or at the time requested by the Client.
- 3.3 If in circumstance where it is the Company's responsibility to collect Contract Waste the Client fails to make the Contract Waste readily available for collection or to provide a safe

means of access then the Company's obligations under the contract are suspended until such time as the Client provides a safe means of access.

- 3.4 Jamie's Computers agrees to take full liability for the equipment, once it is in Jamie's Computers care.
- 3.5 Jamies Computers ensure that our Vans are fitted with a RAM vehicle tracking device and we have software to track the van location and route. This information can be requested via email.

4. STATUTORY NOTICES

- 4.1 The Client is responsible for ensuring compliance with the provisions of WEEE Regulations, the Act or any re-enactment or amendment thereto, or any order, regulation or delegated legislation made thereunder or any like provision of statute or delegated legislation calling for the service upon the proper authorities of notices as to the removal and deposit of Contract Waste. Before either any collection of Contract Waste is due to be delivered to the Company's promises the Client shall provide the Company with a copy of any notice required to be served as aforesaid.
- 4.2 Jamie's Computers agrees to ensure that any equipment that cannot be re-used is recycled through an organisation that is a registered operator under, and therefore compliant with, the WEEE Directive and Hazardous Waste Regulations.
- 4.3 If the client disposes more than 500kgs of hazardous waste per annum, the client must be registered with The Environment Agency and have a hazardous waste producer's reference number. If you are in this category you must give us this reference number when arranging a collection or bringing hazardous waste to us for inclusion in our Environment Agency returns.

5. CLIENT'S GENERAL OBLIGATION

- 5.1 Where it is the Company's responsibility to collect the Contract Waste the Client shall be responsible for making the Contract Waste readily available for collection and for providing a safe means of access to the place of collection.
- 5.2 The Client warrants and undertakes to the Company that all Contract Waste tendered for Disposal shall conform in all respects with the Collection Sheet Details.

6. CLIENT'S OBLIGATIONS AND COMPANY'S RIGHTS

- 6.1 In event that the Client becomes aware of any change or potential change in the composition or constituent elements of any Contract Waste from that specified in the Order Details then the Client shall immediately so advise the Company via email.
- 6.2 In the event of either the Client notifying the Company that any Contract Waste has not conformed with the Order Details significantly or the Company notifying the Client that the Contract Waste has not or does not so conform then (without prejudice to the Company's other right and remedies in these conditions) the Company's obligations under the agreement are suspended without liability until such time as the Contract Waste conforms with the order details to the reasonable satisfaction of the Company.

7. PRICES

- 7.1 Jamies Computers have introduced new disposal charges from 01/01/2016 and this can be found on our website on <http://jamies.org.uk/disposal/>.
- 7.2 Jamies Computers request that the client either pays cash or cheque on collection or provide an official purchase order number for invoicing purposes.
- 7.3 All prices are inclusive of VAT unless otherwise stated in the Company's quotation.
- 7.4 The Company's invoices are payable within the timescale shown on the invoice, usually 30 Days
- 7.5 Time of payment shall be of the essence of every Contract.
- 7.6 The Company shall be entitled to charge interest at the rate of two and a half percent over and above the base lending rate from time to time of National Westminster Bank plc on all overdue amounts until actual payment in full irrespective of whether payment has been formally demanded or judgement entered.

8. ASSET COLLECTION, TAGGING, TRACKING & AUDIT TRAIL

- 8.1 The client adheres to issue (either in email or over the telephone) an inventory of assets to be collected
- 8.2 The assets are categorised by the Company as hazardous and non-hazardous waste into 2 copies of a Collection Sheet, which will have its unique Supply Opportunity Number.

- 8.3 The Collection Sheets asset details can be adjusted onsite by the Driver to ensure accuracy of the stock taken. This is again verified and signed off by the Client onsite to ensure the Collection is correct
- 8.4 Two copies of the Collection Sheets are created, one copy is for the Carrier (driver) and the other copy is given to the Consignee (client) as their Waste Transfer Note and has to be kept by the client for 2 years in accordance with WEEE Regulations.
- 8.5 Upon Arrival of the van to Company's WEEE recycling facility, each assets are unloaded into our warehouse and booked in under the Customer Name and its Supply Opportunity Number, then given an individual asset tag barcode sticker.
- 8.6 Upon request, the client can have their asset tag numbers or information listed against our barcodes onto our database.
- 8.7 Assets containing data is taken immediately to our Secure Purging room for data destruction further details are listed under section 9. Once the Data has been securely wiped using Tabernus (leading data destruction Industry Standard software) a Tabernus destruction certificate is created and stored on our server. A Destruction Checklist of all the Assets with the Clients Supply Opportunity Number is signed off by our professional Purging Room Assistance so to create the Final Paperwork.
- 8.8 The Final Paperwork is emailed to the Client (hard copies can be posted upon request for £5) and contains the following:
- A copy of the Carriers Note which must be kept on file by the Client for 2 years
 - Inventory of assets booked in against Clients Supply Opportunity Number
 - Jamies Computers Certificate of Destruction to state that all assets containing Data has been securely wiped
- 8.9 Further audit trails can be requested with the client. The specification and if any additional costs are incurred can be negotiated.

9. DATA PROTECTION, ERASURE & DESTRUCTION SERVICES

- 9.1 Jamie's Computers agrees to securely destroy all data on all data storage devices, using Tabernus/Blancco software and to provide a certificate of safe destruction to the Client
- 9.2 In the case of hard drives we use UK Government approved data erasure software supplied by Tabernus. This intelligent system automatically interrogates and records the serial numbers of all hard drives as they are "wiped" and also certifies that all data has been removed and all sectors are operational and clean.
- 9.3 Any drive that fails during the wipe or test is then physically and securely fragmented to prevent any possibility of data leakage.

- 9.4 Backup tapes and Mobile Devices are sent them to approved recyclers, who in turn will send Jamie's Computers a certificate of secure erasure for a bulk consignment of tapes/ mobile telephones.
- 9.5 Jamie's Computers agrees, that in the unlikely event that any data is retrieved from any equipment, that has been proven to be in Jamie's Computers care as recorded on the itinerary that Jamie's Computers provides, enters the public domain, incurring financial costs and/or losses, due to litigation brought against the client, as a direct result of that data entering the public domain, that Jamie's Computers will be insured to cover those costs.
- 9.6 Jamie's Computers agrees to ensure that any equipment that cannot be re-used is recycled through an organisation that is a registered operator under, and therefore compliant with, the WEEE Directive and Hazardous Waste Regulations.

10. INSURANCE

- 10.1 The Company and the Client each agree at their own expense to maintain at all times during the continue of any Contract a valid policy or policies of insurance in respect of any Obligation or potential liabilities arising out of performance or purported performance of the Contract in question and each party shall if so required by the other produce evidence of any applicable policy for inspection together with the evidence of payment of any premium.

11. SUB-CONTRACTING AND ASSIGMENT

- 11.1 The Company shall be entitled to sub-contract any element of the Disposal process.

12. WARRANTIES

- 12.1 The Company warranties to the Client that it will perform the Disposal of the Contract Waste with the reasonable care and skill, in accordance with generally recognised commercial practices and standards in the industry for similar services and in accordance with all applicable legislation, regulation and guidelines.

13. LIABILITIES

- 13.1 The Company's liability (if any) to the Client in respect of its obligations hereunder shall in all circumstances be limited to £100,000.
- 13.2 Neither party shall not under any circumstances whatsoever be liable to compensate the other party for any indirect or consequential loss.

14. SETOFF

- 14.1 The Client shall not be entitled to set-off any claim against payment of any amounts owing to the Company.