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 Jamie’s Computers and its successors and assigns. Jamie’s Computers is a social enterprise, part of the Society of St James, a Registered Charity (Registered Number 1043664) and Company Limited by Guarantee (Registered Number 3009700)

“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 Managers.

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. COLLECTION & WASTE TRANSFER NOTES

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 and covered by the appropriate insurances.

3.5 The client will issue either in email, telephone or via an online collection form found on our [website](https://jamies.org.uk/it-recycling-collection/online-collection-form/?v=79cba1185463) an inventory of assets to be collected along with their collection address

3.6 The assets are categorised by Jamie’s Computers are compiled into separate hazardous and non-hazardous Waste Transfer Notes, with its unique Supply Opportunity Number. The waste Transfer note contains codes for the classification of the types of WEEE waste. The format of the forms has been verified by the Environment Agency

 Two copies of the Waste Transfer Notes are made. One copy is known as the “Carrier” copy and the other the “Consignor” Copy

3.7 The Waste Transfer Notes will contain asset details and a number count and this can be adjusted onsite by the Driver to ensure accuracy of the stock taken. This must be verified and signed off by the Client onsite to ensure the accuracy of the Collection is correct

3.8 The Consignor copy will be given to the client as their Waste Transfer Note and has to be kept by the client for 2 years in accordance with WEEE Regulations. Jamie’s Computers will keep on file a record of our carrier copy for 3 year as per Environment Agency Instructions

3.9 Jamie’s Computers is fully registered with the Environment Agency as a WEEE recycling facility and our [T11 exemption](https://jamies.org.uk/PDF%20Files/Environment%20Agency%202020%20%281%29.pdf?_t=1622202972&v=79cba1185463) certificate can be found on our website

3.10 Jamie’s Computers ensure that all 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. Our drivers are regularly DBS checked

3.11 At Goods In, each asset is unloaded into our warehouse and booked in under the Customer Name and its Supply Opportunity Number, then given an individual asset tag barcode sticker. The Waste Transfer Note is completed with a reverification and number count to ensure no assets have been lost.

3.12 Upon request, the client can have their own asset tag numbers or information listed against our barcodes onto our database. All Waste transfer Notes and Warehouse booking data is sent back to the client as evidence.

## 4. DROPPING OFF WEEE ASSETS TO SITE

4.1 Jamie’s Computers agrees to take full liability for the equipment, once it is in Jamie’s Computers care and covered by the appropriate insurances.

For General Public

4.2 Items donated can be left at shelving outside reception at our recycling facility. Our reception will assign a Eurosoft (ES) number and will record the client name against the assets.

4.3 Items will be booked into our warehouse. Items containing data will be transferred to our secure Purging Room and our IT technicians using Eurosoft software will carry out data destruction to wipe any data from its Hard drive or other storage media.

For Businesses

4.4 You must notify Reception, that you are a business and require Data Destruction Certification. Items donated can be taken direct to our warehouse. Reception will issue a Data destruction (DD) Number for the assets.

4.5 You must fill out the DD client form so that once the assets are processed a DD certificate can be emailed to you, along with the warehouse booking information

4.6 Business assets containing data are wiped using Blancco by our IT technicians

## 5. STATUTORY NOTICES

5.1 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 prevision 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 premises the Client shall provide the Company with a copy of any notice required to be served as aforesaid.

5.2 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.

5.3 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.

## 6. PRICES

6.1 Disposal charges levied by Jamie’s Computers can be found on our [website](https://jamies.org.uk/it-recycling-collection/?v=79cba1185463#collection-and-waste-transfer-notes)

6.2 Jamie’s Computers request that the client either pays cash on collection or using a debit or credit card over the telephone or provide an official purchase order number for invoicing purposes before the collection date

6.3 All prices are inclusive of VAT unless otherwise stated in the Company's quotation.

6.4 The Company's invoices are payable within the timescale shown on the invoice, usually 30 Days and be paid by BACS. Please send an email to confirm when payment is made.

6.5 The Company shall be entitled to change 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.

## 7. ASSET TRACKING & DATA DESTRUCTION SERVICES

7.1 Assets booked into the Warehouse are separated into Assets containing data (desktops, hard drives, laptops, servers and non-data assets such as TFT screen mice keyboard, etc

7.2 Assets containing data is palletised and stored in our secure warehouse facility, before it’s ready to be transported to our Secure Purging room for data destruction.

7.3 Our Purging room has a secure door entry system and solely operated by DBS checked trained specialised IT technicians for the purposes of Data Destruction.

7.4 A Data Destruction Checklist of all the Assets with the Clients Supply Opportunity Number is created from the warehouse booking system and signed off by our professional Purging Room Technician, once the data destruction process is complete.

7.5 All Hard drives, Solid state drives, Msata and NVME drives are wiped using the World’s leading data erasure software Blancco. Blancco is government, DoD and NATO approved and complies with global data privacy laws or regulations like – EU GDPR, GLB, SOX, HIPAA, ISO 27001, PCI DSS etc. Blancco guarantees the unrecoverable removal of 100% of any data and produces a report. The reports record 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. This report can be emailed upon request.

7.6 Any hard drive that fail the Blancco process or mechanically faulty are degaussed using our Garner Eliminator HD-3WXL. Data Tapes are all degaussed through our degausser.

7.7 Any SSD, NVME & MSata drives that fail the Blancco process are physically destroyed

7.8 All drives are sent to our Recycling partner SAR Metals for Hard drive shredding

7.9 Mobile Devices & Tablets that cannot be factory reset are sent to approved recyclers, who in turn will send Jamie’s Computers a certificate of secure erasure for a bulk consignment of mobile telephones.

7.10 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
* Jamie’s Computers Certificate of Destruction to state that all assets containing Data has been securely wiped

7.11 Further audit trails can be requested with the client. The specification of the Audit can be negotiated.

7.12 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.

## 8. INSURANCE & LIABILITIES

8.1 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.

8.2 Jamie’s Computers agrees to take full liability for the equipment, once it is in Jamie’s Computers care and covered by the appropriate insurances.

8.3 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 bought 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.

8.4 The Company's liability (if any) to the Client in respect of its obligations hereunder shall in all circumstances be limited to £10,000,000. (Public Liability Insurance) £10,000,000 for Employee Liability

## 9. SUB-CONTRACTING AND ASSIGMENT

9.1 The Company shall be entitled to sub-contract any element of the Disposal process and will be accountable for their actions. Jamie’s computers only use WEEE authorised recycling subcontractors to breakdown sub-components into its raw materials (e.g. melting PCB for gold content etc.) For further clarification, please contact us.

## 10. DATA BREECH REPORTING

10.1 In case of the unlikely event of a data breach, the Business Manager of Jamie’s Computers will follow the policies and procedures of our data breech Policy set by our parent charity the Society of St James.

10.2 In all instances of a data breach, the Business manager will investigate and establish the facts and report using the set proforma, which is sent to our Data Protection Officer.

10.3 The Data Protection Officer will report the finding to the client and in cases of serious breaches report to the ICO.

10.4 All instances are reviewed by the Operations Committee of the Charity to help make improvements and avoid future possibilities of data breach

## 11. SETOFF

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