

TERMS OF SERVICE



The following Terms of service

Enviro Electronics Ltd (the “Service Provider”) a corporation organized and existing under the laws of the United Kingdom with its head office located at; Unit 69 Wright Business Park, Balby Carr Bank, Doncaster, DN4 8DE.

SERVICES PROVIDED

Service Provider is prepared to provide the following professional services to the organization.

1. Scheduling.

Requests for collection which are made on a working day shall be responded to the same day and given a time allocation as close to the organizations preferred date and time as possible. Any collection requests marked as ‘urgent’ by the organization e.g. a collection required to be carried out the same working day shall be prioritized where possible.

Collection requests can be made 24 hours day via email or through the service providers website though will only likely to be replied to within the hours of 8am-8pm. Telephone requests shall only be received between the hours of 8:30-6:00pm.

Collection requests made on non-working days i.e. bank holidays and Sundays shall be responded to at the next available working day.

2. Documentation & Auditing

2.1 All items which are transferred to the Service Provider shall be documented on a Duty of Care Waste Transfer Note whilst all hazardous items such as Visual display units shall be documented on a Hazardous waste Consignment. Both the Service provider and Organization shall retain a hard copy each.

2.2 Regardless of whether an inventory list is supplied by the organization, the Service Provider shall be expected to provide an Asset Report containing Make, Model, Serial number and Asset Tag (where visible).

2.3 At the point of arrival to the service providers facility, all Items containing storage baring devices i.e. PC’s containing hard drives shall be expected by the organization that the service provider physically check and remove any storage baring devices and then physically destroy them through method of shredding thereafter. A data destruction certificate shall then be issued thereafter itemizing the individual serial numbers of each destroyed storage baring device. The time it takes to carry out this process shall differ in accordance with the number of storage baring devices to destroy although it is expected that a Data destruction certificate be issued no longer than 2 working weeks.

2.4 A final WEEE certificate shall be issued within 3 – 5 working days of collection.

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2.5 An Inventory report is also to be issued within 2 working weeks of the initial collection itemizing the make, model serial number, Asset tag of all the retired assets given by the organization to the service provider.

2.6 All documentation post collection i.e. Data Destruction certificates, Inventory reports and WEEE certification shall be issued uploaded to the Organisation's Online Account Manager with documents saved as PDF read only format. Hard copies can be sent via post at the request of the organization.

3. Collections across several sites

It is expected that all handling of equipment shall be carried out solely by the service provider and that IT equipment may be spread across multiple buildings and on different floor levels.

4. Collection Quantities

The service provider places a no minimum quantity collection fee on all Categories 3 (IT equipment), 4 (Consumer Equipment) & 9 (Monitoring Equipment) collected exclusively, whilst quantities of Categories 1 & 2 (small and large appliances) 6 (Power Tools) and 7 (Electric Toys) collected exclusively shall be evaluated at the point of the collection request.

As the service provider does not have a minimum quantity collection fee on all primary items i.e. PC's, laptops, servers, projectors etc it shall be expected that the organization can request a collection of any quantity providing that at least one items falls under the Primary Item list.

5. Items collected

It is assumed by the service provider that the majority of items received fall under Defra's 10 Categories of WEEE.

5.1 Any items falling under the 10 categories of WEEE can be placed into designated collection cages issued by the Service Provider with the exclusion of Category 5 (Lighting) items.

5.2. Any items which can potentially leak or have sharp edges should be protected appropriately.

5.3 We reserve the right to able to deny any items which are leaking potentially harmful substances even if adequately contained.

6. Logistics Management

All items received by the service provider shall be transported back to the disposal facility the same day.

7. Ownership rights.

Once a collection has been completed and returned to our collection facility along with the signing of a Duty of care and/or Hazardous waste consignment note, it is assumed that all ownership rights are transferred to the Service Provider.

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8. De-tagging

All identifying marks relating to the organization shall be physically removed by the service provider. A Column on the Asset report shall be included to verify that de-tagging has successfully taken place.

9. Residual Value

Post entering the service providers disposal facility, Items shall be graded from A (being the highest) to C (being the lowest). Any items graded A and B will be assumed that items can be refurbished/repurposed/redeployed and thus prices shall be awarded within the initial estimates given at the point of collection. Any items which are thus graded C will be deemed 'Beyond economical repair' and thus scrap.

Funds will then be issued to the Organizations Online Account Manager within 5-7 working days.

Collections which are all deemed grade C and thus 'beyond economical repair' may still hold some value and thus the collection will be provided on a cost neutral basis.

10. Data Destruction

It shall be assumed that the service provider permanently destroys all data on any storage bearing device through method of physical destruction i.e. shredding at the service providers disposal facility. Alternatively the Service Provider can wipe the storage bearing devices such as Hard Drives using CESSG certified software (Infosec standard 5) If requested by the Organisation. In all other cases storage bearing devices shall be shredded.

11. Security

DBS disclosure forms of each staff member due to carry out a collection can be supplied prior and on the day of the collection if requested by the organization.

12. Confidentiality

All sensitive storage bearing devices shall be fully safe guarded from the point of collection to the point of destruction and no attempt shall be made by any employee of the service provider to access potentially confidential information on any storage medium.

13. Third Parties

No agreement shall be made by the service provider to carry out any collections, auditing or data destruction with any Third Party company and thus shall fully undertaken by the service provider.

Items which have been refurbished, repurposed or recycled may involved third parties which will thus purchase items from the service provider whether in a whole state or recycled/dismantled state. Each purchase shall produce a sales receipt and/or duty of care transfer note or hazardous waste consignment note to maintain the audit trail.

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14. Zero landfill

It is assumed that every item which the service provider receives shall be 100% recycled and thus diverted from landfill. Items which cannot be reused or repurposed shall therefore be recycled.

CHARGES & CALCULATION FEES

There shall be no charges made to the organization by the service provider for the duration of the agreed contract time for the collection of any category of WEEE (excluding Category 5 – Lighting).

A charge may be incurred to redeem fuel, time and labour expenses should the organization decide to cancel a collection within an hour before a collection is due to take place. The fees shall consist of the amount of fuel spent to carry out the collection and the number of staff needed to carry out to the collection at an hourly rate.

HEALTH & SAFETY

The service provider shall promptly notify the Organization of any health or safety hazards that may arise in connection with the performance of his obligations under the Contract. The Organisation shall promptly notify the Service provider of any health or safety hazards that may exist or arise at the Premises and which may affect the Service provider in the performance of his obligations under the Contract.

- The Service provider shall comply with any health and safety measures implemented by the Organisation whilst on the Premises.
- The Service provider shall notify the Organisation immediately in the event that any incident occurs in the provision of the Service that causes any personal injury or damage to property that could give rise to personal injury.
- The Service provider shall comply with the requirements of the Health & Safety at Work etc. Act 1974 and all other acts orders regulations and codes practice relating to health and safety that may apply to persons working on or visiting the Premises.
- The Service provider shall make available to the Organisation upon request any health and safety policy statement required by the Health & Safety at Work Act 1974.

TERMINATION OF CONTRACT BY SERVICE PROVIDER

The service provider may terminate this agreement and stop acting for the organization if:

- Organization does not comply with the proposed agreement, and/or
- The Service provider forms the opinion on reasonable grounds that mutual confidence and trust do not exist between both parties