

## Standard Terms & Conditions

### General Terms & Conditions

#### 1. DEFINITIONS

1.1 Throughout this Agreement the following terms will mean:

**“Agreement”** means this Agreement for the provision of Services as defined by this document in its entirety.

**“Client”** means the company that ICTRAM provides the Services.

**“Data Controller”** has the same meaning as set out in the Data Protection Act 2018.

**“Data Processor”** has the same meaning as set out in the Data Protection Act 2018.

**“ICTRAM”** means ICT Reverse Asset Management Limited.

**“Confidential Information”** means all information relating to either party in respect of business and negotiations under the terms of this Agreement.

**“Effective Date”** means the date that this Agreement is entered into by both parties.

**“Force Majeure”** means an event which is beyond the control of either Party and which prevents either Party from complying with the terms of this Agreement. Such events may include, but not be limited to, acts of God, such as fires, explosions and floods, and/or riots, strikes or general disorder or acts of terrorism.

It is the responsibility of the affected Party to inform the other Party, in writing, within five (5) working days that an event of Force Majeure has taken place and give details of such an event and how the situation will be rectified.

**“Intellectual Property Rights”** means copyright, designs, patents, confidential information and trademarks.

**“Laws”** means all laws, legislation and regulations applicable to the Services carried out under the terms of this Agreement and are binding on both Parties.

**“Party”** or **“Parties”** means either the Client and/or ICTRAM.

“**Premises**” means the premises to where ICTRAM will transport the Products in order for the Services to be undertaken

“**Price**” means the price(s) as outlined in the Statement of Work.

“**Processing**” has the same meaning as set out in the Data Protection Act 2018

“**Products**” means the assets upon which ICTRAM will perform the Services on behalf of the Client and are detailed in the SOW and such other assets as the Parties hereto may from time to time agree to in writing.

“**Services**” mean the services (including any part thereof) to be performed by ICTRAM as agreed with the Client.

“**Specifications**” means the technical specifications and descriptions of the Products including design and material composition and, but without limitation, details of hazardous materials or other potential hazards.

“**Statement of Work**” means the Statement of Work (SOW) provided to the Client. The SOW confirms, without limitation, the scope of the Services provided by ICTRAM.

“**Working Days**” shall mean Monday to Friday from 8.15am to 5pm but shall exclude all United Kingdom Bank Holidays and Public Holidays.

1.2 The headings to the Clauses and Schedules of this Agreement will not affect its construction.

## **2. APPOINTMENT**

2.1 In appointing ICTRAM, the Client relies on ICTRAM's undertaking that ICTRAM has in place the resources and expertise to carry out the Services to the standards specified within this Agreement.

2.2 The Parties agree that, subject to Clause 8 (Confidentiality), the terms of this Agreement do not prevent the Client from appointing a third party to carry out similar Services nor does it restrict ICTRAM from providing the same or similar services to other parties.

## **3. ICTRAM's OBLIGATIONS**

3.1 ICTRAM will perform the Services required by the Client and in accordance with the SOW.

3.2 ICTRAM will use all reasonable endeavours to complete the Services to a standard set out in the SOW using best industry practices and in accordance with all governing legislation and laws.

3.3 ICTRAM undertakes to ensure it holds and maintains all necessary industry accreditations required by current legislation and laws pertaining to the correct performance of the Services the details of which are set out on the ICTRAM website and as updated from time to time.

3.4 ICTRAM will undertake the Services using its own employees and/or sub-contractors who meet the standards required to carry out the Services.

3.5 In the event that ICTRAM needs to make changes to the Services or the provision thereof due to amendments in the law or legislation governing the Services, then ICTRAM will notify the Client in writing and the Client's approval to such changes will not be unreasonably withheld. If such approval is not forthcoming then ICTRAM retain the right to terminate this Agreement without notice.

3.6 The Client undertakes to ensure that ICTRAM are not prevented or hindered from carrying out the Services. If such an event should occur then ICTRAM will promptly advise the Client of the circumstances and ICTRAM will not be penalised for any failure or delay in carrying out the Services.

3.7 In order to discharge its obligations under the Services ICTRAM may need password from the Customer for the Products. In the event that, after a request for the password, none is provided to allow ICTRAM to access the Product to perform the Services within 30 days ICTRAM reserve the right to deal with the Product in the most efficient manner available.

3.8 ICTRAM are able to offer a range of logistics services to reflect customer budget and security requirements. Unless otherwise requested in writing ICTRAM will arrange the most cost effective logistics service for each customer. This will include a single driver and could include the use of shipping hubs, multi-point collections and basic courier services. Where a collection is performed by DPD Logistics this service element is not ADISA approved.

3.9 All handsets are IMEI checked with national crime database CheckMEND; [www.checkmend.com](http://www.checkmend.com). Any item which is IMEI barred will be rejected and disposed of by ICTRAM in an environmentally sound manner in line with ISO 14001 and the EU Waste Electrical and Electronic Equipment (WEEE) Directive. No price shall be payable in respect of any such Products.

3.10 Blancco mobile edition is applied to all working SMART Phones received by ICTRAM. Only handsets that can be data erased by Blancco mobile edition are subject to indemnity insurance provided by the third party supplier.

3.11 Any Products with Hard Drives, will be fully wiped and all data destroyed using Blancco (this process will be performed until it is 100% successful to a base line standard of Information Assurance Level 5) any Hard Drives that after stringent testing have not been fully cleansed will be permanently destroyed.

3.12 Other data bearing assets are handled as below:

On client site		Media Type	At processing facility	
Reuse	Destruction		Reuse	Destruction
CPA Blancco 6.7	ADISA product claims tested eDR Disk Crusher & EvaShred EV30E	Magnetic Hard Disk Drives	CPA Blancco 6.7	ADISA product claims tested eDR Disk Crusher & EvaShred EV30E
Blancco 6.7	ADISA product claims tested eDR Disk Crusher & EvaShred EV30E	Solid State Hard Drives	Blancco 6.7	ADISA product claims tested eDR Disk Crusher & EvaShred EV30E
Blancco 4.2.2 Mobile	ADISA product claims tested eDR Disk Crusher & EvaShred EV30E	Smart Phones	Blancco 4.2.2 Mobile	ADISA product claims tested eDR Disk Crusher & EvaShred EV30E
	Shred to 18mm	Routers (Wired and Wireless)	Reset to factory default settings contact vendor for appropriate sanitisation procedure	Shred to 18mm
	Shred to 18mm	Magnetic Tapes		Shred to 18mm
	Shred to 18mm	Optical Disks		Shred to 18mm

#### 4. CLIENT'S OBLIGATIONS

4.1 The Client will undertake to comply with the terms contained in the SOW in a timely manner and, without prejudice, the Client will at all times:

4.1.2 provide ICTRAM with correct instructions and directions relative to carrying out the Services;

4.1.3 respond promptly to requests for information and/or directions as maybe requested by ICTRAM from time to time;

4.1.4 promptly advise ICTRAM in the event that the Client becomes aware of any problems or potential problems which may impact on the successful undertaking of the Services;

4.1.5 ensure that ICTRAM are not obstructed from undertaking the Services and that the health and safety of the ICTRAM employees or sub-contractors is not placed in jeopardy;

4.1.6 ensure that any action or lack of action by the Client does not increase the cost to ICTRAM of providing the Services;

4.1.7 obtain and maintain in force all licenses, approvals, registrations and qualifications required to enter into this Agreement;

4.1.8 comply with all applicable Laws.

4.2 The Client will not include products unless stipulated in the SOW without the prior written approval of ICTRAM. If non agreed Products are included their collection will not amount to acceptance by ICTRAM. If ICTRAM agree to include such items it is understood by both parties that this may include an additional cost to the Client.

4.3 The Client undertakes to advise ICTRAM in writing and in advance of the Services of any hazardous waste or other potential hazards which may be contained in the Products.

4.4 ICTRAM may, from time to time, request a Specification of the Products if the Client advises that the Products contain hazardous substances. If the Client is unable to provide such Specification then ICTRAM may undertake testing of the Products and the Client will meet all costs which may be incurred if such testing is undertaken. ICTRAM will not be in breach of this Agreement if it rejects Products where the Client has not provided a Specification or allowed ICTRAM to carry out testing for hazardous substances.

## **5. DELIVERY OF THE PRODUCTS**

5.1 ICTRAM will arrange collection of the Products from addresses stipulated in advance by the Client.

5.2 Unless otherwise stated in the SOW, the Client will be responsible for preparing and packaging the Products.

5.3 Unless otherwise agreed, the weight of the each consignment of the Products as recorded by ICTRAM will be conclusive evidence of the weight of the Products received by ICTRAM.

5.4 ICTRAM's signature, given on any delivery note, or other documentation, presented for signature in connection with delivery of the Products, is evidence

only of the collection being carried out. In particular, it is no evidence that the correct quantity or number of Products has been delivered or that the Products delivered are in good condition or of the correct quality.

5.5 Unless otherwise stated in the SOW, collections will be made in dedicated ICTRAM solid bulk head and hard sided vehicles. All vehicles are fully GPS tracked and have dash and cabin cams fitted to record the journey and internally.

5.6 Unless otherwise agreed, there may be other collections within the route.

## **6. PRICE AND PAYMENT**

6.1 The Price for the Services will be the prices and arrangements agreed by both parties as quoted in the SOW.

6.2 It is agreed and understood that ICTRAM will be entitled to increase the Price pursuant to any agreed changes to the SOW.

6.3 ICTRAM will invoice the Client for all charges monthly in arrears and the Client shall pay in Sterling all outstanding invoices within 30 (thirty) days of receipt of such invoices.

6.4 Payment will not be deemed made until cleared funds have been received by either party.

6.5 The Client will invoice ICTRAM for the Products monthly in arrears and ICTRAM shall pay in Sterling all outstanding invoices within 30 (thirty) days of receipt of such invoices.

6.6 Should ICTRAM incur costs due to subsequent charges for Hazardous Waste content in the SOW, or items not within ICTRAM's WEEE Directive categories of 3, 4, 7 and 11. The Client agrees to allow ICTRAM to invoice for the relevant amount plus administration charges incurred or set off any amount owing to it by the Client against any amount payable by ICTRAM to the Client.

6.7 Any outstanding sums due to ICTRAM upon termination of this Agreement shall become payable immediately.

6.8 ICTRAM shall be entitled to immediately set-off, counterclaim, deduct or withhold all or any amounts due to it under this agreement from the Client, even if such sums do not fall due under clause 6.3.

6.9 If the Client fails to pay any charges by the due date then:

6.9.1 that amount may be subject to interest charges based on the prevailing United Kingdom Bank Rate plus 8% (Eight percent) from the due date until such payment is made in full.

6.9.2 ICTRAM will be entitled to suspend the Services until such time as cleared funds are received by ICTRAM.

## **7. RISK AND TITLE**

7.1 ICTRAM will bear the risk of loss or damage to the Products during transportation and whilst the Products are located at the Premises.

7.2 The Client will bear the risk of loss or damage to the Products while the products remain at the Client's facilities or are being transported by the Client.

7.3 The Client hereby warrants that it holds full title to the Products and that no third party has any interest in the Products.

7.4 Title to the Products will transfer to ICTRAM on delivery.

## **8. CONFIDENTIALITY**

8.1 Both Parties agree:

8.1.1 not to disclose or make public any aspects regarding this Agreement or the negotiations between the Parties;

8.1.2 not to disclose any Confidential Information to any third party other than to employees involved in the implementation of this Agreement.

8.2 Each Party will ensure that its employees, agents and sub-contractors maintain the Confidential Information in strictest confidence and will not use such information for anything other than the implementation of this Agreement.

8.3 If it is deemed necessary to divulge Confidential Information to a third party the Parties must agree to this in writing before such information is disclosed.

8.4 Each Party warrants that it has not published or disclosed any Confidential Information relating to this Agreement prior to the Effective Date.

8.5 Each Party agrees that the provisions of this Clause 8 in its entirety will remain in force after the termination of this Agreement for a minimum period of 1 year.

## **9. MANAGEMENT OF SERVICES**

9.1 ICTRAM and the Client undertake to manage and review the Services in accordance with the terms of the SOW.

9.2 ICTRAM and the Client will nominate a key representative who will be the main contact for the other Party and who will be authorised to make decisions to ensure the implementation of this Agreement.

9.3 ICTRAM agrees that during the term of this Agreement, subject to 7 (seven) working days' notice, it will permit the Client's designated employees access during regular office hours to the Premises to view the systems, procedures, records and books maintained by ICTRAM in support of this Agreement. ICTRAM retain the right to withhold any information which it deems Confidential. ICTRAM will provide reasonable assistance to any authorised person(s) undertaking the review.

## **10. CHANGES TO THE SERVICES**

10.1 During the term of this Agreement either Party may request in writing a variation to part or parts of the Services.

10.2 Both Parties will investigate the requested variation and will make written recommendations within 14 (fourteen) working days of the first notification of the requested variation together with a quotation of any additional costs involved.

10.3 Neither Party will unreasonably withhold its agreement to the proposed variation to the Services.

10.4 Notwithstanding the above, if ICTRAM is unable to comply with the variation to the Services it will advise the Client in writing within 21 (twenty one) working days. In such circumstances the Client may source the services of a third party to cover the variation to the Services.

## **11. FORCE MAJEURE**

11.1 Neither Party will be in breach of this Agreement or liable to the other Party in any manner whatsoever for failure or delay in performing its obligations under this Agreement due to Force Majeure.

11.2 If either Party is unable to adhere to its obligations under this Agreement due to Force Majeure then it will give the other Party notice in writing within 10 (ten) working days of becoming aware of the Force Majeure.

11.3 Neither Party will be entitled to payment from the other Party in respect of additional costs incurred due to the Force Majeure.



## **12. LIMITATION OF LIABILITY**

12.1 Nothing in this Agreement shall limit or exclude the ICTRAM's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied the Consumer Rights Act 2015 or any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to 12.1, ICTRAM shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

12.3 Subject to 12.1 ICTRAM's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the greater of £250,000 and One Hundred per cent (100%) of the average annual Charges (calculated by reference to the Charges in successive 12 month periods from the Services Start Date) paid by the Customer under this Agreement.

12.4 The conditions implied by the Consumer Rights Act 2015 are to the fullest extent permitted by law, excluded from this agreement.

12.5 During the Term of this Agreement ICTRAM shall maintain at its own expense the insurances governing the Services:

12.5.1 public liability insurance in the sum of £5,000,000 per claim;

12.5.2 products liability insurance in the sum of £5,000,000 per claim and in the aggregate per annum;

12.5.3 professional indemnity in the sum of £5,000,000 per claim;

12.5.4 employer liability insurance in the sum of £10,000,000 per claim.

## **13. TERMINATION**

13.1 Either Party may terminate this Agreement by giving the other Party no less than 30 (thirty) days' notice in writing of such intention. Termination of this Agreement will not affect the payment of outstanding charges or any Services being completed which have been commenced at the time of receipt of notice of termination.

13.2 Either Party may serve written notice of immediate Termination if the other Party:

13.2.1 is in breach of the terms of this Agreement and where the breach is capable of remedy but the Party fails to undertake such remedy within 30 (thirty) working days from written notice of the breach by the other Party;

13.2.2 becomes bankrupt, insolvent, enters into any arrangement with its creditors, appoints a receiver or liquidator and/or receives a winding up order;

13.2.3 is found to have entered into unlawful practices;

13.3 The rights to terminate this Agreement given by this Clause will not prejudice any other right or remedy by either Party in respect of any breach of the terms of this Agreement.

13.4 ICTRAM may invoice the Client for any Services performed under this Agreement up to and including the date of termination and the Client will pay such invoice under the terms of this Agreement.

13.5 The Parties will mutually agree as to how to dispose of any Products which remain unprocessed on the date of termination. In the event that the Parties are unable to reach such an agreement then ICTRAM will return the Products to the Client at the Client's expense.

13.6 Upon termination each Party will promptly return to the other Party all documentation or materials which incorporates the other Party's Intellectual Property Rights or Confidential Information.

#### **14. ENTIRE AGREEMENT**

This Agreement contains all the terms to which the Parties have agreed to in relation to the Services as defined in the SOW. No other promises or undertakings beyond the terms of this Agreement have been made by either Party.

#### **15. SUB CONTRACTING**

15.1 ICTRAM may sub-contract all or part of its obligations as defined by this Agreement. ICTRAM will however remain liable for such obligations under this Agreement and will be responsible for any failure of the sub-contractor.

## **16. INVALIDITY**

If any part, clause or condition of this Agreement is found by a competent legal authority to be illegal, invalid or unenforceable and if modification fails to remedy the situation then it will be struck from this Agreement.

## **17. WAIVER**

17.1 Any failure or delay by either Party to exercise any right, power or remedy under this Agreement will not impair any such right, power or remedy nor operate a waiver of it.

17.2 Any waiver of a breach or default under any of the terms of this Agreement will not affect other terms of this Agreement.

## **18. DATA PROTECTION**

18.1 Each Party will be responsible for compliance with all relevant Laws relating to the Processing and security of data.

18.2 The Customer, as Data Controller has chosen ICTRAM to be its Data Processor reliant upon the guarantees in respect of the technical and organisational security measures governing the Processing to be carried out by ICTRAM, and has taken reasonable steps to ensure compliance with those measures.

18.3 The Customer, as Data Controller using ICTRAM as its Data Processor, confirms that the Processing is carried out under this Agreement and the SOW.

18.4 ICTRAM confirms, as Data Processor, that is to act only on instructions from the Customer, the Data Controller, and will comply with obligations equivalent to those imposed on a Data Controller by the Seventh Principle of the Data Protection Act 2018

## **19. VARIATION**

No variation of the terms of this Agreement will be valid unless agreed in writing by duly authorised representatives of both Parties.

## **20. RELATIONSHIP OF PARTIES**

Nothing in this Agreement will be deemed to indicate a joint venture or partnership between the Parties.

## **21. NOTICES**

21.1 Any and all communications, notices or other matters, from either Party, which may affect the terms of this Agreement must be submitted in writing and delivered by hand, first class post or Special Delivery to the recipient's registered address.

21.2 Such communication will be deemed to have been received when delivered by hand during standard office hours, by signed receipt when submitted by Special Delivery or within 5 (five) working days when despatched by first class post.

## **22. RESOLUTION OF DISPUTE**

22.1 Where dispute or differences arise between ICTRAM and the Client in respect of this Agreement then the Parties will endeavour to resolve such dispute by working together in good faith without recourse to formal proceedings.

22.2 If the key representatives are unable to resolve the dispute or differences within 30 (thirty) working days then either Party may refer the matter to its senior management.

22.3 Neither Party will commence formal proceedings until all reasonable efforts have been made to resolve the dispute or differences.

22.4 Nothing in this Agreement will prevent either Party carrying out formal proceedings in order to protect Intellectual Property Rights or Confidential Information.

22.5 If the Parties are unable to resolve the dispute or differences then they may progress to mediation through formal proceedings. Neither Party may unreasonably withhold its agreement to such proceedings.

22.6 If either Party refuses to comply with formal proceedings and of the dispute or differences are not resolved within 60 (sixty) working days then either Party may commence proceedings in accordance.

## **23. BRIBERY PREVENTION MEASURES**

23.1 ICTRAM hereby agrees that:

23.1.1 it will comply with applicable law, and with all regulations, codes and sanctions that have legal effect relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (the “Anti-Bribery Law”);

23.1.2 it will comply with its anti-bribery policy as may be amended from time to time;

23.1.3 it will procure that any person who performs or has performed services for or on its behalf (“Associated Person”) in connection with this Agreement complies with applicable Anti-Bribery Laws;

23.1.4 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this Agreement;

23.1.5 from time to time, at the reasonable request of the Client it will confirm in writing that it has complied with its obligations under this Clause 23 and will (subject to confidentiality restrictions) provide any information reasonably requested by the Client in support of such compliance;

23.1.6 it shall notify the Client as soon as practicable of any breach of any of the obligations contained within this Clause 23 of which it becomes aware. Breach of any of the obligations in this Clause 23 shall be deemed to be a material breach of this Agreement.

## **24. GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and shall be construed in accordance with the laws of England and Wales.