

2024/25

TERMS & CONDITIONS

SECURE IT DATA SANITISATION & DESTRUCTION

SERVICE AGREEMENT

This service agreement contract exists between:

(1) GreensafeIT Limited, whose registered office is at Aventine House, Edwin Avenue, Hoo Farm Industrial Estate, Kidderminster DY11 7RA and:

(2)

whose registered office is at:

Agreement:

With effect from the commencement date stated below, The client (2) appoints GreensafeIT (1) to provide the services set out in the Service Agreement, in accordance with the Terms and Conditions.

The Business Model and Pricing schedule and Terms of Reference schedule will require specific information to be provided where indicated on a per project basis. Sample information is provided in this Agreement for illustration purposes.

The following documents shall be deemed to form part of this Agreement and will have the same force and effect as if expressly set out in the body of this agreement:

Schedule 1 ("Terms and Conditions")

Schedule 2 ("Service Level Agreement")

Schedule 3 ("Business Model and Pricing")

Schedule 4 ("Terms of Reference").

Subject to earlier termination in accordance with Schedule 1 (Terms and Conditions) this agreement will continue in force for an initial period of 12 Months and will automatically extend until further notice or until this version of the agreement is super-ceded.

Date of Commencement:

Signed on behalf of GreensafeIT (1) by:

Name:

Position:

Signature:

Signed on behalf of Client (2) by:

Name:

Position:

Signature:

OUR TERMS & CONDITIONS

Definitions and Interpretation

The following are the standard terms and conditions under which GreensafeIT Ltd (registered in England and Wales under registration number 8173959 with its registered office at Aventine House, Unit 27A Edwin Avenue, Hoo Farm Industrial Estate, Kidderminster, DY11 7RA ("GreensafeIT Ltd") supplies services. These terms and conditions shall, unless otherwise expressly stated in writing, apply to the subject matter of any agreement in respect thereof and shall be deemed to be incorporated into all such agreements.

In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" - means the agreement between GreensafeIT Ltd and the Customer for the supply of the Services in accordance with these Terms and Conditions;

"Collection Point" - means the Customer's premises from where the Goods are to be collected as set out in the Supply Proposal;

"Commencement Date" - has the meaning date physical services are engaged;

"Customer" - means the person or firm who purchases the Services from GreensafeIT Ltd;

"Delivery Point" - means the Customer's premises to where the Goods are to be delivered as set out in the Supply Proposal;

"Directive" - means the following conformance:

Waste Electrical and Electronic Equipment Directive 2002/96/EC; EU General Data Protection Regulation;

"Service Measurement" - means the default SLA from which the assets will be processed within.

"Goods" - means the Customer's goods (or any part thereof) in respect of which the Services are to be undertaken under the Agreement including, as applicable and without limitation, (1) servers; (2) information technology equipment; and (3) cables;

"Good Industry Practice" - means the exercise of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking and under the same or similar circumstances and conditions, seeking in good faith to comply with its contractual obligations, complying with all applicable laws, rules and regulations including codes of practice and conduct in force from time to time relating to the Services;

"Order" - means the Customer's order for the Services by way of any notification made by the Customer to GreensafeIT Ltd that they wish the Services to proceed in response to the Supply Proposal;

"Premises" - means the Customer's premises where the Services are to be performed as set out in the Supply Proposal including, without limitation, the Collection Point and the Delivery Point;

"Services" - means the services supplied by GreensafeIT Ltd to the Customer as set out in the Supply Proposal including, as applicable and without limitation;

"Supply Proposal" - means any written proposal by GreensafeIT Ltd provided to the Customer in respect of the Services;

Customer Order

- 1.1.1. An Order constitutes an offer by the Customer to purchase the Services in accordance with these Terms and Conditions.
- 1.1.2. An Order shall only be deemed to be accepted by GreensafeIT Ltd upon it issuing written acceptance of the Order or it commencing supply of the Services, at which point and on which date the Agreement shall come into existence ("Commencement Date").
- 1.1.3. The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of GreensafeIT Ltd which is not set out in the Agreement.
- 1.1.4. Any descriptive matter or advertising issued by GreensafeIT Ltd are issued or published for the sole purposes of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- 1.1.5. These Terms and Conditions apply to the Agreement to the exclusion of any others that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), these Terms and Conditions shall prevail.
- 1.1.6. The Customer acknowledges and agrees that it is classified as a business customer in respect of the supply to it of the Services.

The Services

- 1.1. GreensafeIT Ltd shall supply the Services to the Customer in accordance with the Supply Proposal, with reasonable care and skill and in accordance with Good Industry Practice.
- 1.2. In supplying the Services, GreensafeIT Ltd shall:
- 1.3. Not be required to supply the Services where, in its reasonable opinion, doing so would create an undue risk of accident, physical injury or harm to any person.
- 1.4. Supply properly skilled staff, apparatus and equipment necessary for the supply of the Services.
- 1.5. Have the right to make any changes to the Services which are necessary to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and GreensafeIT Ltd shall notify the Customer in any such event.
- 1.6. Where Relocation Services are to be supplied, safely disassemble, pack, mark, label, load, stow, transport from the Collection Point, unload, unpack and reassemble at the Delivery Point the Goods. GreensafeIT Ltd shall, at its complete and sole discretion, be able to choose the method of carriage, the type of vehicle and the route to be used for the carriage of the Goods as part of the supply of Relocation Services.
- 1.7. Comply with all applicable laws (including data protection laws where GreensafeIT Ltd provides Data Services) and, where GreensafeIT Ltd provides WEEE Services, the terms of its waste management licence.
- 1.8. Use reasonable endeavours to ensure minimum disruption to the Customer's business.
- 1.9. In the absence of prior written instruction to GreensafeIT Ltd giving sufficient detail, no particular precautions nor any special treatment need to be taken or provided for the Goods.
- 1.10. In the case of Relocation Services, GreensafeIT Ltd's responsibility for the Goods starts when disassembly at the Collection Point commences and ends when the Goods are reassembled at the Delivery Point.
- 1.11. In the case of Storage Services, GreensafeIT Ltd's responsibility for the Goods starts when the Goods are accepted into GreensafeIT Ltd's store and ends when they are tendered for collection or have expired.
- 1.12. Where GreensafeIT Ltd provides Storage Services and Relocation Services, it shall also be responsible for the Goods while they are transferred from its vehicle to its store and vice versa.

- 1.13. Where GreensafeIT Ltd provides ITAD services involving data destruction and WEEE Services, it shall collect the Goods from the Collection Point and title to the Goods shall pass to GreensafeIT Ltd upon such collection.
- 1.14. The Customer acknowledges and agrees that time is not of the essence (and may not be made of the essence by notice) for:
- 1.15. Any dates or times when the Services are due to be performed.
- 1.16. The length of time that any Services will take to perform.
- 1.17. Any date or time when the Services will be completed by.

1. Customer's Obligations

- 1.1 During the continuance of the Agreement the Customer shall:
 - 1.1.1 Furnish GreensafeIT Ltd promptly upon receipt of a request for such any information as GreensafeIT Ltd may reasonably require for the supply of the Services.
 - 1.1.2 Nominate prior to the supply of any Services an authorised representative to be its prime point of contact with GreensafeIT Ltd during the continuance of the Agreement, such representative having the authority to represent and legally bind the Customer on all matters in connection with the Agreement.
 - 1.1.3 Ensure the accuracy and validity of all information provided to GreensafeIT Ltd.
 - 1.1.4 Allow GreensafeIT Ltd reasonable access to its employees for the purpose of the supply of the Services and ensure its employees cooperate fully with GreensafeIT Ltd in relation to the supply of the Services.
 - 1.1.5 Provide free and safe access to the Premises as is necessary by GreensafeIT Ltd to comply with its obligations under the Agreement.
 - 1.1.6 Co-operate with GreensafeIT Ltd in all matters relating to the Services.
- 1.2 The Customer warrants that the Premises are safe for work and comply with all statutory requirements for the health and safety at work of GreensafeIT Ltd's staff. GreensafeIT Ltd may refuse to permit its staff to work in or around the Premises if it reasonably considers that they may be exposed to undue risk or danger.
- 1.3 The Customer warrants that the Services can be undertaken at the Collection Point and the Delivery Point by the use of normal doors and staircases without the use of specialised equipment.
- 1.4 The Customer warrants that the approach roads to the Premises are suitable for GreensafeIT Ltd's vehicles and that parking is available at no cost to GreensafeIT Ltd.
- 1.5 The Customer warrants that either it is the owner of the Goods or is authorised by such owner to accept the Terms and Conditions on the owner's behalf. In the event of any claim being made by any third party against GreensafeIT Ltd in respect of loss of or damage to the Goods or in respect of any conversion or of interference with the Goods, the Customer will indemnify GreensafeIT Ltd in respect of such claim.
- 1.6 The Customer warrants that the Goods are as described to GreensafeIT Ltd with regard to their value, nature, weight, quantity, condition and dimensions.
- 1.7 The Customer will indicate if Data Services and WEEE Services are required and the Customer warrants that, except to the extent notified in detail to, and accepted by, GreensafeIT Ltd in writing, none of the Goods require any official consent or licence to handle, possess, deal with or carry or will at any time whilst in the care or control of GreensafeIT Ltd constitute WEEE. The Customer shall obtain at its own expense all documents, permits, permissions, licences and customs documents necessary for the Services to be completed.

2. Performance

- 2.1 GreensafeIT Ltd shall use its reasonable endeavours to comply with any day or dates for the supply of the Services as stated in the Supply Proposal, however such dates shall constitute only statements of expectation and shall not be binding. If GreensafeIT Ltd, having used its reasonable endeavours, fails to supply or complete the Services by such date or dates, such failure shall not constitute a breach of the Agreement. The Customer shall not be entitled to treat the Agreement as thereby repudiated or to rescind it or any ancillary agreement in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.
- 2.2 GreensafeIT Ltd current default process SLA is 90 days unless otherwise stated by the customer.
 - 2.2.1 ADISA certified processing 20 days
 - 2.2.2 Express certified processing 5 days
 - 2.2.2.1 This will be updated to the clients Customer Brief and published upon client acknowledgement that the service is accepted.

3. Assignment

- 3.1 GreensafeIT Ltd may assign, transfer, charge, sub-contract or delegate any of its rights under the Agreement and may sub-contract or delegate any of its obligations or responsibilities arising out of the Agreement to any of its business associates. Performance by such associates shall be deemed to be performance by GreensafeIT Ltd.
- 3.2 Where Storage Services are sub-contracted, GreensafeIT Ltd will on request notify the Customer of the location of the Goods.
- 3.3 Where WEEE Services are sub-contracted, GreensafeIT Ltd will only sub-contract to sub-contractors who hold a suitable waste management licence.
- 3.4 The Customer may assign, novate or otherwise transfer the Agreement with GreensafeIT Ltd's prior written consent.

4. Equipment

- 4.1 All apparatus and equipment supplied by GreensafeIT Ltd shall remain the sole property of GreensafeIT Ltd.

5. Term

- 5.1 The Agreement shall be effective as of the Commencement Date and shall continue in effect until the Services have been completed unless terminated earlier as provided in these Terms and Conditions or unless renewed or otherwise extended by mutual written agreement between the parties.

6. Termination

- 6.1 Without prejudice to any other provision contained within these Terms and Conditions or of the Agreement, GreensafeIT Ltd may terminate the Agreement by notice in writing in any of the following events:
 - 6.1.1 the Customer commits a material breach of the Agreement which is incapable of remedy; or
 - 6.1.2 the Customer commits a material breach of the Agreement which is capable of remedy but which the Customer fails to remedy within 14 calendar days of written notice by GreensafeIT Ltd specifying the breach and requiring its remedy.

7. Fair and Reasonable

- 7.1 The Customer acknowledges that the provisions of these Terms and Conditions are essential to protect the legitimate commercial and business interests of GreensafeIT Ltd and that they are fair and reasonable having regard to the level of the Charges.

8. Notices

- 8.1 Any notice pursuant to the Agreement shall be in writing, shall be delivered personally, sent by prepaid delivery, by facsimile transmission or e-mail to the party due to receive such notice at the address or number of the party as notified when entering into the Agreement or to such other address or number as shall be notified in writing to the other party to the Agreement from time to time.
- 8.2 Any notice delivered personally shall be deemed to be received when delivered. Any notice sent by prepaid delivery shall be deemed (in the absence of evidence of earlier receipt) to be received 2 days after posting. In proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly posted.
- 8.3 Any notice sent by facsimile transmission or e-mail shall be deemed to have been received upon on the next day after transmission.

9. Waiver

- 9.1 The rights and remedies of either party under the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the other party nor any failure or delay by the other party in asserting or exercising any such rights or remedies.

10. Severance

- 10.1 If at any time one or more clause, paragraph, subparagraph or any other part of the Agreement or these Terms and Conditions is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted and the validity and/or enforceability of the remaining provisions of the Agreement or these Terms and Conditions shall not in any way be affected or impaired thereby.
- 10.2 If any invalid, unenforceable or illegal provision of the Agreement or these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. Variation

- 11.1 No variation in the provisions of the Agreement or the scope of the Services shall be of any effect unless made in writing and signed on behalf of the Customer and GreensafeIT Ltd.
- 11.2 These Terms and Conditions may be revised by GreensafeIT Ltd from time to time. Any such revision shall not become effective until after the expiry of 21 calendar days from the date notice of the proposed revision is given to the Customer.

12. Set-off

- 12.1 All payments due from the Customer shall be made without any set-off, deduction or deferment of any nature regardless of any dispute which the Customer has or alleges it has against GreensafeIT Ltd.
- 12.2 GreensafeIT Ltd may set-off any sum it may owe to the Customer against any sum the Customer may owe to it.

13. Acceptance

- 13.1 The Customer accepts these Terms and Conditions by signing below, by accepting them electronically (including by electronic mail), by accepting them in writing and/or by accepting supply of the Services following these Terms and Conditions having been brought to the Customer's reasonable attention. In the event of signature of these Terms and Conditions, facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format) and electronic signatures shall be deemed to be original signatures.
- 13.2 The SOW [Statement of Works], Customer Brief documents forms part of EU Data Protection Legislation that contracts should be in place between Data Controllers and Data Processors. If there is no contract in place between GreensafeIT Ltd and the Customer GreensafeIT Ltd is not able to comply with regulatory requirements and cannot be classed as a data processor for the Customer and cannot therefore accept any liability.

14. Contracts (Rights of Third Parties) Act 1999

- 14.1 No term of these Terms and Conditions is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Agreement.

15. Law and Jurisdiction

- 15.1 These Terms and Conditions and the Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute concerning them or their interpretation shall be adjudicated in that jurisdiction.