



Terms & Conditions

1. DEFINITIONS

1.1 Throughout this Agreement the following terms will mean:

“Company ” shall mean Cheshire IT Consultancy T/A Weecycle IT (Company number 286411102) whose registered office is at Smart Business Hub, 41 Craven Road, WA14 5HJ

“Agreement/Contract” shall mean the contract between Cheshire IT Consultancy T/A Weecycle IT and the Customer for the supply of the service in accordance with these conditions.

“Data Controller” has the same meaning as set out in the Data Protection Act 1998

“Data Processor” has the same meaning as set out in the Data Protection Act 1998

"Customer" shall mean any person/firm/company or corporation for who any Service is undertaken by Cheshire IT Consultancy T/A Weecycle IT.

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

“Waste” shall mean any waste materials to be collected, disposed of, or recycled by Cheshire IT Consultancy T/A Weecycle IT as part of the Service

“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 Cheshire IT Consultancy T/A Weecycle IT

“Premises” means the premises to where Cheshire IT Consultancy T/A Weecycle IT will transport the products in order for the services to be undertaken.

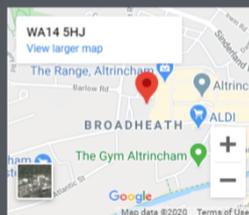
“Price” means the price(s) as outlined in the client engagement form.



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“Services” mean the services (including any part thereof) to be performed by Cheshire IT Consultancy T/A Weecycle IT 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 Cheshire IT Consultancy T/A Weecycle IT.

“Working Days” shall mean Monday to Friday from 9.00am to 5.00pm, 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. Basis of contract

1. Cheshire IT Consultancy T/A Weecycle IT shall arrange collection and disposal of, or, in appropriate circumstances, reuse waste subject to the contract and these conditions.
2. The contract constitutes the entire agreement between all parties involved. The customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by, or on behalf of Cheshire IT Consultancy T/A Weecycle IT which is not set out in this contract.
3. These conditions apply to the contract to the exclusion of any other terms that the customer seeks to impose or incorporate, or which are implied by trade, custom, practice through dealing. Any conditions contained in an order which conflict with any of these conditions shall be deemed to be inapplicable to any order unless expressly agreed by the company in writing when acknowledging an order.
4. Any quotation given by Cheshire IT Consultancy T/A Weecycle IT shall not constitute an offer, and is only valid for a period of 31 days from its date of issue (unless previously withdrawn by Cheshire IT Consultancy T/A Weecycle IT).



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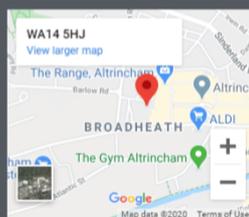
5. Cheshire IT Consultancy T/A Weecycle IT shall have the right to make any changes to the service which is necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the service, and Cheshire IT Consultancy T/A Weecycle IT shall notify the customer in any such event.
6. Cheshire IT Consultancy T/A Weecycle IT’s employees shall not be required to undertake any service outside the terms of the contract, and furthermore, the customer shall not request such employees, agents or contractors to do so without Cheshire IT Consultancy T/A Weecycle IT ‘s prior agreement.
7. All collections are carried out in vehicles which are livered (sign written) only. Vehicles have solid sides and bulk heads, fitted with slam locks, and are GPS tracked. Our drivers are DBS checked, and return to Cheshire IT Consultancy T/A Weecycle IT base the same day. Cheshire IT Consultancy T/A Weecycle IT do not use hubs.
8. All data carrying devices that have passed their integrity test are sanitized via Killdisk or equivalent 3 pass erasure software.
9. SSD’s (Solid State Drives) and Hybrid drives are treated the same as standard drives.
10. Cheshire IT Consultancy T/A Weecycle IT ‘s shred particle size for use of the industrial shredder is an average particle size of 70mm.
11. Logable peripherals are such things as PC’s, Laptops, Servers, Switches, TFT’s etc. Cheshire IT Consultancy T/A Weecycle IT do not log minor peripherals such as optical drives, mic, keyboards, modems etc. If all items are to be logged, this must be requested upfront in writing prior to the collection date (which may incur a fee).
12. Cheshire IT Consultancy T/A Weecycle IT log the item type, brand, serial number and any company tags only.
13. All mobile phones are stripped of their SIM and SD cards in house at Cheshire IT Consultancy T/A Weecycle IT’s unit and remotely destroyed before being sent downstream via A NON ADISA APPROVED COURIER to a third party ADISA member who carries out the data sanitization on behalf of Cheshire IT Consultancy T/A Weecycle IT.
14. Cheshire IT Consultancy T/A Weecycle IT endeavor to send all paperwork, including asset report and data destruction certificate within 31 working days. If it will be any longer than this, Cheshire IT Consultancy T/A Weecycle IT will email the site contact of the customer to advise of the delay.



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3. Nature of waste materials

1. The customer warrants that the waste shall be subject to the type, character and quantities specified in any quotation or waste transfer note, and the customer shall ensure that no material change in the nature of the waste shall take place during the contract. Where the waste differs from the quotation or any waste transfer note, Cheshire IT Consultancy T/A Weecycle IT reserves the right to either refuse/accept such waste, or to apply additional charges (at rates agreed with the customer or failing agreement at Cheshire IT Consultancy T/A Weecycle IT 's current standard rates) in relation to its collection, disposal or recycling.
2. The customer shall sign a single or multiple consignment waste transfer note, and shall ensure that the waste is accurately described when the waste transfer note has been received.
3. WeeCycle IT reserves the right not to accept any waste which, because of size/weight or difficult to collect/dispose of in respect of which a waste transfer note has not been properly completed and signed.

4. Customer's premises

1. The customer must notify Cheshire IT Consultancy T/A Weecycle IT before any undertaking of a service commences in respect of any requirement of the customer relating to health and safety at work, and of any security arrangements that may need to be observed, or any hazards, risks or dangers that may arise during or because of Cheshire IT Consultancy T/A Weecycle IT's employees, undertaking any service on the premises of the customer.
2. The customer shall provide Cheshire IT Consultancy T/A Weecycle IT and their employees, with access to the customer's premises, office accommodation and other facilities as reasonably required for the provision of the service/s;

5. Customer's obligations

1. It shall be a condition that the customer observes and performs the following:
 - a. All waste is to be allocated safely and evenly and no sharp objects are protruding that



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may endanger Cheshire IT Consultancy T/A Weecycle IT's employees.

b. Dangerous chemicals must be placed in suitable packaging only.

2. Cheshire IT Consultancy T/A Weecycle IT shall not be responsible for any personal effects deposited by the customer or any other person in the consignment, and shall not be bound to return the same, nor be liable for any loss/damage thereto.

3. The Customer shall: -

a. co-operate with Cheshire IT Consultancy T/A Weecycle IT in all matters relating to the service

b. provide Cheshire IT Consultancy T/A Weecycle IT with such information and materials as they may reasonably require undertaking the service, and ensure that such information is accurate in all material respects.

6. Time of collection

When Cheshire IT Consultancy T/A Weecycle IT arrives at the customer's premises to perform any part of the service, the customer shall ensure that the equipment is ready and available at the agreed time of collection by both parties. Cheshire IT Consultancy T/A Weecycle IT shall not be under any obligation to carry out any service nor be liable to the customer where the customer is in breach of this condition, but nevertheless Cheshire IT Consultancy T/A Weecycle IT reserves the right to make a wasted service charge. Weecycle IT also reserves the right to charge for any failed collection caused by circumstances outside the control of Cheshire IT Consultancy T/A Weecycle IT.

7. Changing circumstances

1. If it becomes apparent for reasons not disclosed by the customer, or which could not

have been foreseen by Cheshire IT Consultancy T/A Weecycle IT at the time of entering the contract, or commencing the work that the service to be undertaken differs from that originally envisaged and/or set



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out in any quotation, Weecycle IT shall notify the customer accordingly giving particulars as soon as reasonably practicable after the circumstances become apparent and Cheshire IT Consultancy T/A Weecycle IT shall

be entitled either to terminate the contract without any liability to the customer, or to payment for additional work (at rates agreed with the customer, or failing agreement at the Cheshire IT Consultancy T/A Weecycle IT's current standard rates).

2. Should Cheshire IT Consultancy T/A Weecycle IT elect to cease the provision of the service in the changed circumstances, the contract shall be deemed to be terminated.

8. Terms of payment

1. Cheshire IT Consultancy T/A Weecycle IT shall be entitled to invoice [at such times as set out in the contract, or otherwise upon completion of the provision of the service]. All payments shall be made within 31 days of the invoice date. Other times of payment can only be made with the prior written approval of Cheshire IT Consultancy T/A Weecycle IT.

2. The customer shall not be entitled to delay, or withhold payment because any alleged set-off or counterclaim. Time for payment shall be of the essence of the contract.

3. Charges for any service is applicable to VAT. Cheshire IT Consultancy T/A Weecycle IT's VAT registered number is GB 286411102.

4. Cheshire IT Consultancy T/A Weecycle IT reserves the right without liability to the customer not to execute any order and to remove any equipment if arrangements for payment of the customer's account are not in Cheshire IT Consultancy T/A Weecycle IT's discretion satisfactory to Cheshire IT Consultancy T/A Weecycle IT and to suspend the service to any customer whose account is overdue for payment.

9. Time for provision of Service

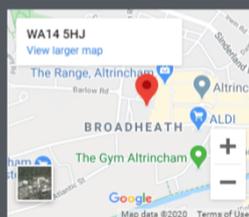
1. If required, Cheshire IT Consultancy T/A Weecycle IT shall have the right to alter the day of collection to a mutually agreed new date.



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2. Where Cheshire IT Consultancy T/A Weecycle IT is unable due to Bank or Public Holidays, breakdown, or circumstances outside its reasonable control to carry out any service on the day notified to the customer, Cheshire IT Consultancy T/A Weecycle IT shall make all reasonable efforts to carry out such service as soon as practicable thereafter.

10. Customer’s further obligations

- 1. If a service is required by the customer involving vehicle movement otherwise than on the public highway: the customer shall afford reasonable, safe and adequate access and space in which loading and unloading operations, delivery and collection may be carried out without risk of damage to the vehicle, its driver or its load, and without obstruction to the public highway.
- 2. The driver of a vehicle providing such a service shall be deemed to be under the control of the customer whilst on the customer's premises and the customer shall be solely responsible for ensuring the vehicle is not deemed to be parked in anyway to cause an obstruction or incident.
- 3. Cheshire IT Consultancy T/A Weecycle IT have the right to refuse to carry out any service if it considers that the service required might place a risk to any person, goods, vehicle or property.

11. Limitation of Cheshire IT Consultancy T/A Weecycle IT’s liability

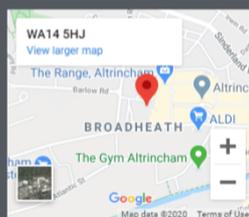
- 1. In particular (without prejudice to generality of the foregoing) Cheshire IT Consultancy T/A Weecycle IT shall not be liable for any such claim, loss or damage resulting from: (i) any circumstance arising outside the reasonable control of Cheshire IT Consultancy T/A Weecycle IT, (ii) any instruction given by or any act or omission of the customer or his servants or agents, (iii) any inherent or latent defect which Cheshire IT Consultancy T/A Weecycle IT could not reasonably have discovered or rectified, (iv) any material breach by the customer of any of these conditions required to be observed or performed by the customer or, (v) any damage howsoever caused by any equipment.



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2. Nothing in these conditions shall limit, or exclude Cheshire IT Consultancy T/A Weecycle IT’s liability for fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982

12. Force Majeure

For the purposes of these Conditions, “Force Majeure Event” means an event beyond the reasonable control of Cheshire IT Consultancy T/A Weecycle IT including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Cheshire IT Consultancy T/A Weecycle IT or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. Cheshire IT Consultancy T/A Weecycle IT shall not be liable to the customer because of any delay or failure to perform its obligations under this contract as a result of a Force Majeure Event. If the Force Majeure Event prevents Cheshire IT Consultancy T/A Weecycle IT from providing the Service for more than 4 weeks, Cheshire IT Consultancy T/A Weecycle IT shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the customer.

13. Assignment by Customer

The customer shall not, without the prior written consent of Cheshire IT Consultancy T/A Weecycle IT, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the contract.



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14. Law of contract/Jurisdiction

The contract, these conditions, and any dispute or claim arising out of, or, in connection with it, or subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or about this Contract or its subject matter or formation (including non-contractual disputes or claims).

15. Effect of headings

The headings to these conditions are for guidance only and are not to be construed as forming part of or in any way limiting the effect of the condition themselves.

16. Termination

1. Without limiting its other rights or remedies, Cheshire IT Consultancy T/A Weecycle IT may terminate the contract with immediate effect by giving written notice to the Customer if:
 - a. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of the Customer being notified in writing to do so;
 - b. the customer, being a company or limited liability partnership becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Customer (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Customer’s assets or business, or if the Customer makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt
 - c. the customer (being an individual) is the subject of a bankruptcy petition or order, is deemed either unable to pay its debts or as having no reasonable prospect of so doing,



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in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

d. the customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

e. the customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

2. Without limiting its other rights or remedies, Cheshire IT Consultancy T/A Weecycle IT may terminate the contract with immediate effect by giving written notice to the customer if the customer fails to pay any amount due under this contract on the due date for payment and fails to pay all outstanding amounts within 31 days after being notified in writing to do so.

17. Consequences of termination

On termination of the contract for any reason:

1. the customer shall immediately pay to the all of Cheshire IT Consultancy T/A Weecycle IT's outstanding unpaid invoices and, in respect of service supplied but for which no invoice has been submitted, Cheshire IT Consultancy T/A Weecycle IT shall submit an invoice, which shall be payable by the customer immediately on receipt;

2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any

breach of the contract which existed at or before the date of termination or expiry; and

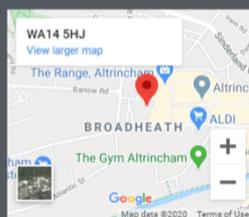
3. clauses which expressly or by implication survive termination shall continue in full force and effect.



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Customer Certification

By signing Cheshire IT Consultancy T/A Weecycle IT's Client Engagement form you agree to the above terms and conditions. It is part of EU data protection legislation that contracts should be in place between data controllers and data processors. If you choose not to sign a contract or a statement of works, then Cheshire IT Consultancy T/A Weecycle IT are unable to comply with regulatory requirements and cannot be classed as a data processor and therefore cannot accept any liability.



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