

1. Definitions

- (1) "AD" means Asset Disposal a trading style of Middleton Asset Management Ltd registered company 09713008, with registered address of Vantage House Euxton Lane, Euxton, Chorley, Lancashire, England, PR7 6TB. referred to as "AD" in these terms and conditions.
- (2) "Customer" means the organization or person(s) who purchase/use or actively seek services from AD.
- (3) "Services" means any order or works performed by AD.
- (4) "Terms" mean these Standard Business Terms and Conditions.
- (5) "In writing" means information in a formal letter sent by fax, e-mail, postal or hand delivered.
- (6) "Agreement" means that the customer agrees to the terms together with the conditions outlined in the Equipment Collection Agreement 1.9.
- (7) "Primary Items" means a PC Base Unit, Laptop/Tablet, Server, TFT Monitor also referred to as "Equipment".
- (8) "Secondary Items" means any type of office-based IT equipment that is not listed as a Primary Item or specified WEEE materials that AD are permitted to collect and received, also referred to as "Equipment".
- (9) "Work Order Form" means any services or collections of supplied as a service by AD using a Work Order Form. Valuation Form or Quotation Form.
- (10) "Collection Confirmation Email" means an email sent to the customer with the date in which the parties have agreed that services performed by AD will take place.
- (11) "Collection Order Form" means AD's Collection form that details all relevant information about the collection including what items are removed from site.
- (12) "consignment note" means an official document that forms part of the Duty of Care for the collection of IT Equipment and details information that is collected y AD.
- (12) "Amendments" means any changes to customer requirements stated on the Work Order Form.

2. Sales Orders and Agreed Orders

- (1) An order(s) of sale made by the Customer shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms imposed by 'the customer'.
- (2) Services will be outlined to customers by way of an official AD Order Form.
- (3) When the Customer places an order with AD by way of a valid Order Form completed in writing or confirmed via email, it is considered that:
 - a) the customer has read, understood and agreed in full, the implications imposed by these terms and Conditions.
 - b) all details provided are for purchasing services and are correct at the time of completing, the customer has given a true account of their requirements on the order form.
 - c) The customer will inform AD of any Amendments to the Order Form before 24 hours of the Agreed Date.
 - d) the person completing the Order Form has the authority to place this Order or has sought permission to place this order.
 - e) That there are sufficient funds or credit facilities to cover the cost of any charged services ordered from AD. We reserve the right to obtain validation of your credit worthiness before providing you with any goods or services.
 - f) The customer and any affiliates or third parties understand that AD is entitled to refuse any order placed.

3. Service Performance

All AD Services are carried out by employees who have been trained and DBS Checked to perform the Services outlined in the Work Order Form on the Agree Date outlined in the Collection Confirmation Email.

- (1) AD will make every effort to supply Services as requested but reserves the right to supply the services subject to minor variations in actual resources or deliverable specifications.
- (2) All services carried out by AD requires the customer to be responsible for the Equipment in the following way:
 - a) All Equipment should be prepared ready for collection, ideally on the ground floor near an easily accessible exit.
 - b) Equipment should not be stored outside as it will

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be open to the elements and this will affect treatment of the equipment.

- c) All loose items should be placed in boxes or containers to aid manual handling.
- (3) AD reserves the right under this agreement to:
 - a) Only collect equipment that has been put on the Work Order Form.
 - b) Refuse to load any equipment that contravenes the AD Health and safety policy or Haz Waste Regs.
 - c) Refuse any equipment that has been contaminated or exposed to harmful elements or weathered.
 - d) Remove equipment from locations other than what has been detailed on the Work Order Form
 - e) Cancel the collection if the approved contact is not available.

(4) The Customer and AD Employee shall on completion of Services complete and sign the Collection Order Form and Consignment Note. The signatory of the Collection Order Form must be authorised to sign for the Customer.

(5) The Collection Order Form shall in the absence of a pre collection manifest be conclusive evidence of the nature and quantities of Equipment collected by AD.

(6) The Collection Order Form will confirm acceptance that the equipment has been transferred to an AD employee where it is transported to the AD facility for processing as per the Equipment Collection Agreement.

(7) The fees for the Services are as set out in the Work Order Form. AD shall invoice the customer for any additional services/equipment due on completion of the order for disposal/reasonable out of pocket expenses which may be incurred in providing those added services. AD shall charge for additional services requested by the Customer which have not been requested in the Order Form.

(8) It will be at AD's discretion as to whether additional services can be accepted and/or whether additional arrangement need to be made for additional services. These Terms shall apply to all additional services.

4. Service Prices and Fees

- (1) AD Services, **together with added VAT, are invoiced at the price agreed outlined on the Work Order Form.**
- (2) AD reserves the right to modify Services or impose charges on the customer where:
 - a) the customer cancels, amend or reschedules an agreed Service within 24/48 Hours of the Agreed Date.
 - b) Equipment differs greatly from or what has been stated on the Work Order Form.
 - c) the Service is abandoned due to misinformation on the Work Order Form relating to Equipment Location and Health and Safety.
 - d) AD is charged by a third party for such fees as congestion, parking fines and environmental documentation relating to disposal of non WEEE Material.
 - e) Primary Item quantities fall below the minimum amounts of 35 individual items and a transport charge is imposed.
 - f) Where customer Dial Rating determines level of service above that of the basic Dial 1 Services.

(3) Prices for additional services and charges, will be at the rates set out in the Work Order Form or where no relevant rate is given one will be provided by AD based on reasonable charges consistent with their current charging rates.

(4) Customers may cancel Services, but written notice of cancellation must be given at least 48 hours prior to the agreed Date outlined in the Collection Confirmation Email. In this event no charge will be made.

Failure to give 24 hours-notice will result in a full Transport Charge and where 48 hours-notice is given half (½) the Transport Charge. Transport charges are set out in the Work Order Form.

The parties agree that such payment reflects a sum which is less than the actual loss caused to the Company by the late cancellation of the Services.

5. Payment

(1) AD's standard terms of payment are a maximum of 14 days from the date of the invoice, and these will apply in all cases except in the case of transactions where different terms are agreed in writing.

(2) If payment is not made on the due date AD reserves the right to charge interest at 8% (eight percent) of the total balance per day on overdue accounts until the balance is settled in full.

(3) AD will only accept payment from customers who are VAT registered and who can provide AD with a valid VAT Registration Number. Any exception to this MUST be with total agreement with AD.

(4) Queries in relation to invoice amounts must be taken up with AD in writing within fourteen days of the date of the invoice, after which the invoice amount will, save in the case of manifest error, are deemed due and payable in full.

6. Warranties and Support

(1) AD will honour the terms and conditions of any Services purchased on behalf of a partner 3rd party company. Please see section 7 for AD's liability

(2) All services provided by AD will be subject to delivery of Customer Engagement Documentation, Duty of Care Documentation and Certification which will be emailed to a Customer within the set SLA time period from the Agreed Date of collection.

7. AD's Liability

(1) AD shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships and other financial loss, ("Financial loss" in this sense does not refer to the price you have paid for the services, which we may be liable to refund to you in whole or in part, if the services do not comply with our Equipment Collection Agreement). AD's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order, provided it has been paid.

(2) Nothing in this agreement shall limit ADs liability for death, personal injury or responsibility for any data breach caused by AD's negligence.

(3) Removal/Destruction of all Data: Regardless of which disposal or recycling process or route AD operates, all data, information, files or records on the Equipment will be processed to our own Equipment Collection Agreement, relevant professional standards and in accordance with UK GDPR and ICO Practices and Standards, without fail.

8. Force Majeure

(1) Where, despite its reasonable efforts, AD is unable to perform an obligation due to force majeure, it shall not be deemed to be in breach of its agreement with the Customer.

9. General

(1) These terms and conditions shall apply to all Services performed by AD for the customer. Nothing in these terms and conditions affects your statutory rights as a consumer.

(2) If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

(3) Any waiver of a breach of this Agreement must be in writing.

(4) Any variation of this Agreement must be in writing and signed by a duly authorised AD Recycling official

(5) The headings are for convenience only and shall not affect the interpretation of this Agreement,

(6) Any notices given under this Agreement shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by email to the last notified email address of the party. The notice shall be deemed served (a) two working days after posting; or (b) upon receipt of a successful fax transmission report; or (c) after system confirmation of e-mail delivery.

(7) These terms and conditions shall be governed by and construed in the accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts

(9) AD reserves the right to change or amend these terms and conditions at any time and without prior notice.

