General Terms & Conditions

1 Definitions

1.1 Throughout this Agreement the following terms will mean:

“Agreement/Contract” shall mean the data processing contract between CWL and the Customer for the supply of the service in accordance with these conditions.

“Assets” shall mean any items collected from the data controller.

“Client Engagement Form” shall be referred to as a CEF, which will document the logistics and itinerary for any collections for the data controller.

“Company/CWL" shall mean Computer Waste Ltd (Company number 07279932) whose registered office is at Unit 27 Cromer Industrial Estate, Jubilee Road, Middleton, England, M24 2UH.

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

"**Customer"** shall mean any person/firm/company or corporation for who any Service is undertaken by CWL.

“CWL Base” shall mean where all the processes take place in relation to the collection and sanitization located at Unit 27 Cromer Industrial Estate, Jubilee Road, Middleton, England, M24 2UH.

“Data Controller” has the same meaning as set out in the Data Protection Act 2018, and shall mean the Company that CWL provides services to.

“Data Processor” has the same meaning as set out in the Data Protection Act 2018, and in this service provision, mean CWL.

“Data Subject” means ‘data subject’ as defined in Article 4 (1) of the GDPR.

“GDPR” means the General Data Protection regulation directive 2016/679.

“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.

"Price" means the fees, charges, and other costs payable for the Services as set out in the Client Engagement Form (CEF) and/or the applicable Statement of Work (SOW).

"Processing" has the same meaning as set out in the Data Protection Act 2018.

"Personal Data" means 'personal data' as defined in ARTICLE 4 (1) of the GDPR and is processed by the data processor on behalf of the data controller.

"Party" or "Parties" means either the client and/or CWL.

"Premises" means the premises to where CWL will transport the products in order for the services to be undertaken, address listed in "CWL Base".

"Services" mean the services (including any part thereof) to be performed by CWL as agreed with the client.

"Sub Processor" means any third party that is involved in the processing of data for the data controller.

"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 CWL.

"Waste" shall mean any waste materials to be collected, disposed of, or recycled by CWL as part of the Service**.**

"Working Days" shall mean Monday to Friday from 8.00am to 4.00pm, 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 Effect of headings

2.1 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 and are inserted for convenience only.

2.2 References to clauses are to clauses of this contract.

2.3 References to schedules are to the schedules to this contract which form part of this contract and are incorporated herein.

3 Basis of contract

3.1 CWL shall arrange collection, sanitization and disposal of, or, in appropriate circumstances, reuse waste subject to the contract and these conditions.

3.2 In instructing CWL, the data controller relies on CWL's expertise and resources to be able to fully undertake the tasks set out in this agreement.

3.3 The contract constitutes the entire agreement between the data controller and the data processor. The data controller acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by, or on behalf of CWL which is not set out in this contract.

3.4 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.

3.5 Any quotation given by CWL to cover collection costs shall not constitute an offer and is only valid for a period of 31 days from its date of issue (unless previously withdrawn by CWL).

3.6 CWL 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 CWL shall notify the customer in any such event.

3.7 No variation or amendment to this contract shall bind either party unless made in writing and signed duly by authorized officers of both parties.

3.8 CWL'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 CWL's prior agreement.

3.9 All collections are carried out in vehicles which are un-liveried (not sign written). These un-liveried vehicles have solid sides and bulk heads, fitted with slam locks, and are GPS tracked. We have amongst our fleet; a Luton vehicle used for cage exchange collections and consignments which include heavy items. The Luton vehicle is solid sided and has separate cab entry and fitted with standard locks and is also GPS tracked.

3.10 Our CWL uniformed drivers are DBS checked, carry ID, and return to CWL base the same day as the collection date. CWL do not use hubs for any collections.

3.11 Collections are carried out either as a single collection (1 collection/1 van) or as a multi-point collection (several collections/1 van). This is dependent on the customers' consignment quantities and weight. Collections will be marked as multi-point even if it is a single collection unless the customer specifies otherwise.

3.12 All data carrying devices that have passed their integrity test are sanitized via an ADISA Standard 8.0 certified software.

3.13 SSD's (Solid State Drives) and Hybrid drives are treated the same as standard magnetic drives until the point that they fail in the sanitization process.

3.14 SSD's and Hybrid Drive that fail will be destroyed by having each NAND cell destroyed to stop its operation prior to being shredded.

3.15 Magnetic Hard drives are shredded via an industrial shredder, with the end particle size averaging 35mm.

3.16 Peripherals are such things as PC's, Laptops, Servers, Switches, TFT's etc. CWL 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.

3.17 CWL log the item type, brand, model, serial number, and any company tags.

3.18 All Mobile/Smart Phones are stripped of their SIM and SD cards in house at CWL's unit and remotely destroyed before being sent downstream via an Adisa accredited third party sub processor who carries out the data sanitization on behalf of CWL. This company is ICT Reverse, based in Morecambe. This also applies to some tablets which cannot be sanitized at CWL's base.

3.19 Than all staff have undergone a DBS check and signed non-disclosure agreements.

3.20 CWL will send all paperwork, including asset report and data destruction certificate within 30 working days. If it will be any longer than this, CWL will email the site contact of the customer to advise of the delay.

4 Nature and purpose of processing

4.1 Subject Matter

Computer Waste Ltd provides a secure service for the collection and disposal of data bearing assets, a secure data destruction for any assets that cannot be erased.

Full customer liaison with reports to include all information of assets treated

4.2 Duration of the processing

DIAL 1: Erasure or data destruction to be 45 days from day of collection

DIAL 2: Erasure or data destruction to be 20 days from day of collection

DIAL 3: Erasure or data destruction to be 05 days from day of collection

4.3 Nature and purposes of processing

Computer Waste Ltd operates within England, Ireland, Scotland and Wales for the supply of an Asset Management and Data Erasure/Destruction Service.

4.4 Type of Personal Data

Devices that carry data may include the following information: name, address, date of birth, NI number, telephone number, pay, images, biometric data. This list is not exhaustive and can be accessed/indicated via a Dial rating (Data Impact Assurance Level).

4.5 Categories of data subject

As per Dial rating (Data Impact Assurance Level) data can be from any of the following:

Staff (including volunteers, agents, and temporary workers)

Customers/Clients

Suppliers

Patients

Students/Pupils
Members of the Public
Users of a particular website
This list is not exhaustive

4.6 Nature of waste materials

a. The data controller 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, CWL reserves the right to either refuse/accept such waste, or to apply additional charges (at rates agreed with the customer or failing agreement at CWL's current standard rates) in relation to its collection, disposal, or recycling.

b. The customer shall sign a consignment waste transfer note to hand over legal ownership to the data processor, and shall ensure that the waste is accurately described when the waste transfer note has been received back after the set period.

c. CWL reserves the right not to accept any waste which, because of size/weight/ hazardous components/difficulty to collect or dispose of in respect of which a waste transfer note has not been properly completed and signed.

5 Customer's premises

5.1 The customer must notify CWL 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 CWL's employees, undertaking any service on the premises of the customer.

5.2 The customer shall provide CWL 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;

6 Customer's obligations

6.1 The data controller shall provide such information as the data processor may reasonably require to provide the services outlined in schedule 5.

6.2 The data controller shall instruct the data processor generally in written form, which includes email communication. If required, the data controller can also issue instructions verbally, or over the telephone, but then must be confirmed by written communication.

6.3 That the data controller shall have legal title on all goods being collected and therefore can instruct the data processor to process equipment in accordance with the service agreed in the schedule laid out in this contract.

6.4 It shall be a condition that the customer observes and performs the following:

a. That the assets transferred over to CWL belong to the company and are not leased.

b. All waste is to be allocated safely and evenly and no sharp objects are protruding that may endanger CWL's employee.

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

6.5 CWL 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.

6.6 The Customer shall co-operate with CWL in all matters relating to the service.

6.7 Provide CWL with such information and materials as they may reasonably require undertaking the service, and ensure that such information is accurate in all material respects.

6.8 The customer will not include products not listed on the client engagement form without prior written confirmation from CWL. If non-agreed products are collected by CWL it is to be understood by both parties that an additional charge/s may occur.

6.9 The customer may need to provide CWL with password information for the products collected so that CWL can continue its obligations to the service provided and laid-out in this contract.

6.10 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.

6.11 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 any way to cause an obstruction or incident.

6.12 CWL 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.

7 Time of collection

7.1 When CWL 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.

a. Unless stated in the SOW, the customer will be responsible for preparing and packing the products.

7.2 CWL 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 CWL reserves the right to make a wasted service charge.

7.3 CWL also reserves the right to charge for any failed collection caused by circumstances outside the control of CWL.

7.4 CWL will also not be held responsible should we be unable to carry out the planned collection due to multi-point collections providing more assets than originally expected and therefore not having the required payload weight left available to collect anymore equipment.

8 Changing circumstances

8.1 If it becomes apparent for reasons not disclosed by the customer, or which could not have been foreseen by CWL 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 out in any quotation, CWL shall notify the customer accordingly giving particulars as soon as reasonably practicable after the circumstances become apparent and CWL 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 CWL's current standard rates).

8.2 Should CWL elect to cease the provision of the service in the changed circumstances, the contract shall be deemed to be terminated.

9 Terms of payment

9.1 CWL will discuss any prices in advance for the collection to be undertaken. Prices quoted are documented on the SOW.

9.2 CWL 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 CWL.

9.3 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.

9.4 Charges for any service is applicable to VAT. CWL's VAT registered number is GB 925 5881 92.

9.5 CWL 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 CWL's discretion satisfactory to CWL and to suspend the service to any customer whose account is overdue for payment.

10 Time for provision of Service

10.1 If required, CWL shall have the right to alter the day of collection to a mutually agreed new date.

10.2 Where CWL 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, CWL shall make all reasonable efforts to carry out such service as soon as practicable thereafter.

11 Obligations of the Data Processor (CWL)

a. CWL undertakes to the data controller that it shall process the personal Data only on the controller's instructions as given from time to time, and in accordance with the terms of this contract and all applicable laws.

b. Any instructions issued by the data controller to CWL shall be done so in accordance with clause 6.2 and shall be documented by CWL to be evidenced to the data controller on request.

c. If the data processor is of the reasonable opinion that an instruction by the data controller breaches this agreement, and earlier instruction, or applicable data protection laws, the data processor must inform the data controller in writing of this immediately.

d. The data processor shall ensure that only such of its employees who may be required by the data processor to assist in meeting its obligations under this contract shall have access to the personal data. The data processor shall ensure that all employees used by it to provide the services have undergone vetting to an appropriate level.

e. In particular, the data processor undertakes to the data controller that it will not disclose the personal data or any part thereof to any third party unless only to the extent instructed to do so in writing by the data controller.

f. CWL undertakes to the data controller that it will not export the personal data or any part thereof outside the European Economic Area in any circumstances other than at the specific written request of the data controller.

g. For the mutual benefit of both parties, and to ensure compliance with this contract and the applicable Laws, the data controller and data processor will liaise regularly, and the data processor will allow its data processing facilities, procedures, and documentation to be reviewed by the data controller or its auditors.

h. If at any time CWL are unable to meet any of its obligations under this contract, it undertakes to inform the data controller immediately in writing.

i. The data processor is not permitted to make any copies or duplicates of the controller data without prior written approval by the controller. This excludes copies which are necessary for compliance with statutory retention obligations.

j. Should the data controller be required to provide information to a public authority or a person relating to the processing of the controller data, or to otherwise cooperate with a public authority, the data processor shall support the data controller at the first request with the provision of such information or the fulfillment of other obligations to cooperate. This applies to immediate provision of all information and documents relating to technical and organizational measures taken in line with Article 32 GDPR relating to the technical procedure for the processing of controller data, the sites at which controller data are processed, and relating to the employees involved in processing the controller data.

k. The data processor will support data controller in any activity, relevant to services being carried out by the data processor, which the data controller or appointed agents must undertake to comply with GDPR such as data privacy impact assessment and register of processing activities.

l. The Data Processor shall maintain a Data Protection Officer (DPO) throughout the term of this Agreement and shall provide the Data Controller with the contact details of the appointed DPO. Any change to the appointed DPO or their contact details shall be notified to the Data Controller without undue delay.

Where the Data Processor considers that it is not legally required to appoint a Data Protection Officer, it shall notify the Data Controller of this position, together with the basis for such determination, prior to the commencement of this Agreement.

12 Limitation of CWL's liability

12.1 In particular (without prejudice to generality of the foregoing) CWL shall not be liable for any such claim, loss or damage resulting from: (i) any circumstance arising outside the reasonable control of CWL, (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 CWL 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.

12.2 Nothing in these conditions shall limit, or exclude CWL'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

13 Force Majeure

For the purposes of these Conditions, "Force Majeure Event" means an event beyond the reasonable control of CWL including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of CWL 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. CWL 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 CWL from providing the Service for more than 4 weeks, CWL shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the customer.

14 Assignment & Subcontracting

14.1 The Data Processor shall not be entitled to assign this contract nor any of its rights or obligations hereunder, without written consent of the data controller.

14.2 The Data Controller hereby consents to the use by the data processor of the services of subcontractors set out in clause 3.18 and schedule 4 of this contract.

14.3 The customer shall not, without the prior written consent of CWL, 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.

14.4 In the event that the data processor requires the data controller's prior written consent in pursuance of clause 13, the data controller shall be entitled, at its discretion, to withhold such consent and prior to issuing such consent the data controller may require the party that the data processor proposes to sub-contract the performance (or any part thereof) of its obligations hereunder, to enter into a direct contractual relationship with the data controller in respect of processing of any Personal Data by such party.

14.5 For the assessment of such approval, the data processor must provide the data controller with a copy of the intended commissioned data processing agreement between the data processor and the further commissioned data processor. The data processor must obligate the further commissioned data processor in that written agreement in exactly the same manner as the former is obligated on the basis of this agreement and include the requirements set out in clause 19.

14.6 The data controller must also be granted audit and examination rights in relation to subcontractors in accordance with schedule 5 of this contract. The data controller may request from the data processor information about the essential terms and conditions of the subcontract and the implementation of the subcontractor's obligations relating to data protection, if necessary, also by inspection of the relevant contractual documentation.

15 Security of Processing (As Per Article 32 GDPR)

15.1 The data processor warrants that it undertakes appropriate technical and organizational measures to ensure a suitable level of protection for the controller data corresponding to the risk. This must be in consideration of the state or art, implementation costs and the type, scope, circumstances, and aims of the processing as well as the varying likelihood of occurrence and severity of the risk to the rights and freedoms of data subjects. These measures include, among other things, the following:

a. the password protection to access controller data

b. the ability to permanently ensure the confidentiality, integrity and availability of the systems, services and controller data in connection with the processing.

c. The ability to rapidly recover the availability of the controller data and access to them, should a physical or technical disruption occur.

d. a process for the regular review, assessment, evaluation and evidence of the effectiveness of the technical and organizational measures for the purpose of ensuring the security of processing.

15.2 The data processor guarantees that it has, prior to the commencement of the processing of the controller data, provided evidence to the data controller that it has taken appropriate technical and organizational measures to protect the data which is being processed.

16 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).

17 The Term

17.1 The term of this contract shall last the term specified in the contract, unless terminated in pursuance of clause 17

17.2 If using a SOW, only the date specified on the SOW.

18 Termination

18.1 Without limiting its other rights or remedies, CWL may terminate the contract with immediate effect by giving written notice to the Customer if:

18.2 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;

18.3 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;

18.4 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, 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;

18.5 the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or substantial part of its business;

18.6 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.

18.7 Without limiting its other rights or remedies, CWL 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.

19 Contract and Extensions

19.1.a. At the end of a contract term Computer Waste Ltd will contact your company in respect of the possibility of a contract extension.

If an extension is agreed an option will be given for all parties to discuss if there is need for any changes.

19.1.b. Unless otherwise requested the normal duration for a contract and contract extension is three years.

19.2 On termination of the contract for any reason:

19.2.a. the Customer shall immediately pay to the all of CWL's outstanding unpaid invoices and, in respect of service supplied but for which no invoice has been submitted, CWL shall submit an invoice, which shall be payable by the Customer immediately on receipt;

19.2.b. 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

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

19.2.d. Under GDPR, data controllers and processors are obliged to return or delete all personal data after the end of services, or on expiry of a contract or agreement, unless it's necessary to retain the data by law.

Schedule 1 Data Subject Rights Request Process

S1.1 CWL hold information on Data Controllers such as their name, contact telephone numbers, business address and email address. CWL are under the assumption that any information provided is relating to the data processors business contact details and not personal.

S1.2 Should a Data Controller wish to carry out a subject access request, this can be made to info@computer-waste.co.uk and it will be dealt with promptly in accordance to article 12 GDPR. Any delays further than 30 days from the initial SAR will be notified in writing explaining the reason for not having the information ready.

Schedule 2 Complaints relating to processing of Personal Data under this contract

S2.1 The Data Controller shall be responsible for the handling of and responding to processing any complaints or expressions of dissatisfaction which may be received from the data subjects to which the Personal Data relates or others, in relation to the processing of the Personal Data under this contract.

S2.2 The Data Processor hereby agrees to assist the Data Controller with any applicable complaints or expressions of dissatisfaction which may be received from the data subjects to which the personal data relates to.

S2.3 If the Data Processor receives any complaints or expressions of dissatisfaction relating to Personal Data processed on behalf of the data controller, CWL shall immediately and without undue delay, forward it to the person nominated by the data controller.

S2.4 Where the Data Controller considers that it is necessary for copies of the Personal Data to be transferred to it to allow it to respond to a complaint or expression of dissatisfaction, the data controller will inform CWL that it requires copies to be transferred. Before transferring the copies, CWL will establish with the data controller the appropriate method of transfer and will securely transfer the copies of the Personal Data to the data controller in line with Data Controller's requirements, to arrive no more than 5 working days from the date of Data Controller's request to CWL.

Schedule 3 Data Breach Notification Process

S3.1 Under the context of this contract a Data Breach is defined as "a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed".

S3.2 CWL ensures that there are sufficient checks being made throughout the processing stages to make sure that data is being protected at all times.

S3.3 CWL without any undue delay, will inform the Data Controller of any data breaches. This will be classed as the "initial notification".

S3.4 CWL within 24 hours of the "initial notification" must inform the Data Controller the following details where possible; nature of personal breach including categories and approximate number of data subjects concerned, names and contact details of the Data Protection Officer (DPO), or any other contact. Likely consequences of personal data breaches and any measures taken or proposed to be taken to mitigate the adverse effects of the data breach. If this information cannot be provided within 24 hours, a clear plan of action will be set out to achieve this information will be submitted within 24 hours.

S3.5 The Data Controller will be responsible for informing the local supervisory authority, which for the purpose of this contract, agreed to be in the UK, is the information commissioner's office, within 72 hours of the "initial notification".

S3.6 CWL will support the Data Controller, or the Data Controller's appointed agent, in the investigation of any data breach incident, unless such activities contravene legal or contractual

obligations already in place. In such situations, a written explanation supporting the data processor's position is required.

Schedule 4 **Sub-processors approved by the Data Controller**

S4.1 For the purpose of executing this contract, the Data Controller approves the use of the sub-processors in the table below. CWL can confirm that a SOW is in place each time the sub-contractor carries out work for us, with terms equivalent to the terms contained within this contract.

Sub Processor Name	Service Being Provided	Location where service is delivered
ICT Reverse	Data sanitization of mobile phones and tablets	Morecambe, Lancashire, UK

Schedule 5 **Data Processing Services**

The Data Controller agreed for the Data Processor to perform the following services to achieve the objective of this contract.

S5.1 Confirmation that CWL utilizes their own fleet of non-livered vehicles to carry out collections on behalf of the data controller.

S5.2 That all CWL staff have undergone a DBS check and have signed non-disclosure agreements.

S5.3 That CWL will not use hubs during the collections.

S5.4 CWL may operate multi-point collections. Where a collection is to be transported together with consignments belonging to other, unrelated customers, this will be identified in the Client Engagement Form (CEF). For the avoidance of doubt, CWL will treat and designate all collections as multi-point collections by default, unless the Data Controller expressly notifies CWL in writing that a dedicated collection service is required.

S5.5 The point at which the site contact at the Data Controller's premises signs the waste transfer note is the point in which the Data Processor accepts custody of the assets, including liability.

S5.6 CWL will audit the item description, brand, model, serial, and any company asset tags.

Computer Waste Ltd

Schedule 6 **Data Capability Statement**

In-house data capability

Re-Use				Destroy
Storage Type	**Dial 1**	**Dial 2**	**Dial 3**	**All**
Magnetic Hard Disk Drives	Data Safe Solutions NIST 800-88 purge/clear and Certus NIST 800-88 purge/clear	Data Safe Solutions NIST 800-88 purge/clear and Certus NIST 800-88 purge/clear	Not applicable	Genox IMO shredder to an average size particle of 35mm.
Solid State	Data Safe Solutions NIST 800-88 purge/clear and Certus NIST 800-88 purge/clear including for the NVME/M.2 drives	Data Safe Solutions NIST 800-88 purge/clear and Certus NIST 800-88 purge/clear including for the NVME/M.2 drives	Not applicable	Small-particle size shredder (<10mm) to destroy NAND cells. A secondary inspection is then performed to verify complete destruction. Any remaining intact NAND components are manually broken.
Hybrid Drives	Not applicable	Not applicable	Not applicable	Genox IMO shredder to an average size particle of 35mm.
Magnetic Tape	Not applicable	Not applicable	Not permitted	Genox IMO shredder to an average size particle of 35mm, then incinerate.
Optical and Paper	Intimus Power 16.86 paper shredder to DIN security P-2			Intimus Power 16.86 paper shredder to DIN security P-2.

Product Type	Re-Use	Destroy
Laptops with embedded storage	Certus NIST 800-88 purge/clear	Drill directly through to destroy NAND cells.
Network Devices such as routers, switches	Console connections are reset to factory default using Putty software	Drill directly through to destroy NAND cells.
Smart Phones and Tablets	Certus NIST 800-88 purge/clear	Dismantle to access the motherboard, shred in a small-particle size of <10mm shredder to destroy NAND cells. A secondary inspection is then performed to verify complete destruction. Any remaining intact NAND components are manually broken.
Internet of Things (IOT) (inc. smart watches and game consoles)	Reset to factory default settings using vendor's appropriate sanitization procedure	Drill directly through to destroy NAND cells or dismantle to access the motherboard, shred in a small-particle size of <10mm shredder to destroy NAND cells. A secondary inspection is then performed to verify complete destruction. Any remaining intact NAND components are manually broken.
Printers, copiers and multi-function devices	Remove any present drives to be wiped via Data Safe Solutions NIST 800-88 purge/clear and Certus NIST 800-88 purge/clear	Genox IMO shredder to an average size particle of 35mm or small-particle size of <10mm shredder.
Removable flash such as SD Card, USB or rigid magnetic disks	Not applicable	Drill directly through to destroy NAND cells or cut the chip.

On-site Data Capability

RE-USE				DESTROY
Storage Type	**Dial 1**	**Dial 2**	**Dial 3**	**All**
Magnetic Hard drive	Not available	Not available	Not available	Not available
Solid State Drives	Not available	Not available	Not available	Not available
All other Media Type	Not available	Not available	Not available	Not available

It may be required that the data controller provides a BIOS password for assets as not providing this may impact the data sanitization attempts.

Schedule 7 **Type of data being processed**

Categories of data subjects	Employees / Customers / Sub-contractors
Length of processing	30 working days

Schedule 8 **Sufficient Guarantees regarding the Processing activities**

CWL Licenses, Accreditations & Insurances	Governing / Auditing body	License No.	Auditing Program
ADISA Standard 8.0	UKAS	AAC232	Annual
ISO 9001: 2015	ISO Accelerator	9891557	Annual
ISO 14001: 2015	ISO Accelerator	9891773	Annual
ISO 27001: 2022	ISO Accelerator	9891774	Annual
ICO	Information Commissioners Office	ZA062371	Annual
SYSNET PCI DSS	Trustwave	N/A	Annual
Waste Carriers License	Environment Agency	CBDU51974	3 Years
T11 Exemption License	Environment Agency	EXP/HP3343JZ	3 Years
T4 (Preparatory Treatment) & S2 (Secure Storage)	Environment Agency	WEX471549	3 Years
Companies House	Companies House registration	07279932	N/A
Fleet Insurance	Comprehensive Cover for entire fleet	Annual	
Employers Liability Insurance	£10,000,000 in one event		Annual
Professional Indemnity Insurance	£250,000 in the aggregate		Annual
Public Liability	£1,000,000 in any one event		Annual
Product Liability	£1,000,000 in the aggregate		Annual

Schedule 9 **Data Disposal and Retention Policy**

Introduction

While carrying out our business activities, CWL collect information from a range of sources and generate high volumes of subject data that is retained in paper an electronic format. Appropriate retention of data is necessary for our operational and regulatory requirements; however, the retention of the data can lead to excessive use of electronic storage space, and physical storage space. It is therefore essential that CWL have appropriate systems in place for document disposal so that it is carried out in a timely manner.

Purpose

This policy sets out CWL's plan to approach the way records and documents are preserved in line with business and legislative requirements and that data is not stored for any longer than needed.

Scope

This data retention policy is an element to the information security policy. This policy specifically applies to:

- All staff, clients of CWL, third parties and visitors.
- All records that have been created and processed by CWL in either paper or electronic formats.

Data Storage

Data received from Clients is stored within CWL's NAS storage and is linked to staff user's PCs by way of password protection. The individual who creates a record is responsible for ensuring that it is stored in the correct location within the system. The data received from Data Controllers includes, names, positions held at company, business address, business contact telephone number, and business email address. This information can also be found by searching within CWL's outlook emails. Consignment Paper formats are stored in designated cabinets for quick reference.
HR information relating to CWL staff is stored in a separate section with only management staff having access to the password-protected section. Paper copies are stored away within locked filing cabinets in individual portfolio files.

Email Archive

All CWL emails are kept held outlook for 4 years before a mass deletion occurs.

Electronic Records Archive

Electronic excel and PDF Waste Notes along with asset reports are stored indefinitely in CWL's electronic system. If a client has not been in contact with CWL for 5 years, they will be transferred to an archive file**.** HR information is kept for 10 years after the employees leave date before deleting from the system.

Physical Records Archive

Paper copies of the original waste notes are stored for 5 years before secure shredding in-house to security DIN level P-2.
Paper copies of HR information is kept for 10 years after employees leave date before being securely shredded in-house to security DIN level P-2.
Physical copies are kept within CWL's own building and not transferred offsite until after the shredding has taken place.

Electronic Backup Schedule

CWL's electronic records are backed up hourly between 08:05 on Mondays to 16:05 Fridays, with the information being backed up from the NAS drive to an external backup.

Schedule 10 **Required Credentials**

CWL agree to maintain all credentials listed in schedule 8 throughout the course of the contract.

Customer Certification

By signing Computer Waste Ltd.'s Client Engagement form and Statement of Works you agree to the above terms and conditions.

Approved By	Nigel Thompson
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