

## Corporate Service Level Agreement

Device lifecycle management



WWW.EGOTECHNOLOGY.CO.UK

## Corporate Service Agreement - Device Lifecycle Management

## Terms and conditions

**About this agreement** This agreement confirms the terms of trading between our organisations for the re-use, data cleansing, device recovery, sale and recycling of your surplus devices in accordance with the following terms and conditions.

**About us** the electronic device recovery and recycling service is provided by; EGO Recycling Limited trading as EGO Technology. Company registered in England under company number 4932371.

Registered office; 3 Glensyl Way, Hawkins Lane Industrial Estate, Burton on Trent, Staffordshire DE14 1LX.

For the benefit of this document, known as EGO.

**Service** The terms of this agreement are applied in conjunction with the Data Processors agreement.

Access to the online portal will naturally expire after 24 months unless notice is submitted "Services" means the services to be carried out by EGO under this agreement.

"Special Terms" means any amendments, set out in Statement of work SOW, from the standard terms and conditions (and attached if appropriate)

- Due diligence and warranty EGO is licensed and regulated in line with the services offered. We operate with reasonable skill and care and in accordance with the best available recovery and recycling techniques (BARRT) and in accordance with all applicable laws.
- Compliance EGO ensures that all necessary consents are in place to provide the services. EGO performs its obligations under this agreement (including those in relation to the Services) in accordance with: All applicable laws regarding data processing, environmental compliance, health and safety and bribery and corruption laws.
- 3. **The client obligations** we trust that the information provided for the collection and processing of your devices remain true, accurate and not misleading. However if the equipment is fundamentally different, EGO shall be entitled to levy a charge for the safe disposal of any equipment from the company.
- 4. **Data Processing** we will need your permission to enable EGO to cleanse any data from the surplus devices. The Data Processing Agreement will form part of this Service Level Agreement and comply with GDPR data control regulations.
- 5. **Grading** Equipment is graded and valued in accordance with our grading policy. (Available online view Grading guide)
- 6. **Equipment Processing** "Electronic equipment" and "Device" means the electronic equipment that you wish to send to us in accordance with these terms. This does not include a SIM card. EGO cannot be held responsible for any SIM cards left within the electronic equipment.
- 7. **Certification** WEEE Certification" and Waste Transfer Notes are certified documents confirming that the electronic equipment complies with the WEEE directive and ensures EGO take sole responsibility for ownership of the equipment.
- 8. **Website** When you use our website, we may gather information about you and your visit to our website. We explain how we use that information in our "Privacy Policy" that is available upon request. These terms incorporate the Privacy Policy, the terms of website use and FAQS, which together form the agreement between us.





- 9. **Data Security** Data stored on mobile electronic devices and other associated equipment will wherever technically possible be securely removed or deleted in line with manufacturers guidelines or cleansed using licensed data removing software. Where it is not technically possible to remove data from a device we will harvest any parts and destroy the device.
- 10. **Asset Reports** EGO will provide reports on assets processed and data wiping certification within 7 days of processing the equipment. Items considered to have no commercial value are wiped of data and sent to a third party WEEE accredited recycling company where the items are refined for metals.
- 11. **Electronic Device Valuation** Where a valuation is to be determined, on the receipt of goods we will inspect, grade and test each device. From this a valuation will be offered, following which you will be asked to agree to the valuation either verbally or via email confirmation.
- 12. **Valuation** We aim to begin processing your devices within 72 hours of receipt of goods; The criteria used to value electronic equipment, is based on numerous factors including changes in market conditions, functionality and grading. We may change the way in which we value electronic equipment at any time and without notice. The valuations are valid for 5 working days.
- 13. **Acceptance** Once the valuation has been accepted, either verbally or in writing, you accept that the sale has been agreed. The equipment will be released for processing reuse and recycling and all title, waste and environmental responsibility passes to EGO. Equipment cannot be returned after the sale has been agreed. You reserve the right to refuse acceptance of the valuation. However, If the valuation cannot be agreed, EGO reserves the right to levy a data cleansing and processing fee of £4.00 + vat for any device data wiped and returned.
- 14. **Reduced Exposure** in managing all data risks, you understand that we will need to process devices promptly. If the 5 working day valuation has lapsed without contact, then you recognise that we can reasonably deem that the valuation was acceptable and the devices will be processed.
- 15. **Payment** is made in accordance with the method you select in the sale order process. The preferred payment method is BACS. Our standard terms are 30 days from date of invoice.
- 16. **Charity donations** If you would like a charity to receive payment, you must ensure you have all the correct details and authorisation. Unless supporting EGO nominated charities, payments are made using the details, which you provide. Please note: Once a payment has been issued to a charity it cannot be stopped.
- 17. Stolen and blocked devices We support and adhere to a code of practice set by the Home Office and the National Mobile Phone Crime Unit to ensure stolen and blocked mobile phones are not recycled. We check all IMEI numbers and all orders are subject to authentication by CheckMEND to ensure no stolen phones re-enter the market. Any handsets with adverse history are quarantined for 28 Days and if not claimed within the time period specified, become the property of EGO Recycling Limited.
- 18. **Notice Period** It is mutually agreed that each party is required to provide 30 days written notice should either party wish to terminate this agreement.
- 19. **General** English law shall govern these terms and we both agree to the non-exclusive jurisdiction of the English Courts. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 20. **Notices** All notices must be sent to EGO Technology at 3 Glensly Way, Hawkins Lane Industrial Estate, Burton on Trent DE14 1LX or to info@egorecycling.com.



