



ITAD Service Level Agreement

1: Definitions

Processor : The Bookyard Ltd.

Customer : The customer is the owner of the Assets being sold or recycled and the Data Controller where any Assets bear data.

Assets : The complete list of equipment supplied to the Processor as part of an agreement

ITAD Contract : The contract between the Processor and the Customer to supply specified assets.

Service : The service(s) provided to the Customer by the Processor under an ITAD Contract.

GDPR : General Data Protection Regulations governing all UK businesses from May 2018.

ADISA : Asset Disposal & Information Security Alliance (www.adisa.org.uk)

2: PURPOSE

This document is the Standard Service Level Agreement ('SLA') between the Customer and the Processor and forms a contract between the two parties relating to the collection, data sanitisation, sale and recycling of Information & Communication Technologies (ICT) equipment.

The SLA describes the standard services that the Processor will provide to the Customer the responsibilities of each party relating to those services.

This SLA is applied in all cases where no other formal agreement has been determined between The Processor and the Customer.

3: SERVICE OVERVIEW

The Processor will provide the Customer with a comprehensive IT Asset Disposal and Data Erasure/Destruction service as follows:-

When providing services which require the processing of any assets which contain customers information (data), the Processor shall be the 'Data Processor' and the Customer shall be the 'Data Controller' as defined under the requirements of GDPR and both parties will therefore be bound by the liabilities and obligations defined under GDPR.

The services provided by the Processor focus primarily on the data security and robustness of its processes and as verifiable evidence of this the Processor maintains certification against the IT Asset Disposal standard published by ADISA. The Processor shall also maintain a ISO9001 certified Quality Management System.

Audit reports compiled by ADISA during unannounced audits of the Processor's compliance with the ADISA standard are available to the Customer via the ADISA website.

The service will be delivered in such a manner as to ensure on-going compliance with the requirements of Environmental Permitting, WEEE Directive, Waste Regulations, GDPR and any guidance issued by the Information Commissioner's Office or Environment Agency.

The Processor will provide the Customer with a quotation and ITAD Collection Agreement via the Processor's website.

The primary aim of the Service will be to either :-

- a) refurbish equipment to a condition suitable for resale into secondary markets.
- b) Strip the equipment, test the components and supply components to repair markets.

Equipment or components not suitable for re-use will be dismantled for the recycling of constituent materials. This process creates no streams to landfill, in accordance with the Processor's Environmental policy.

The Customer will, at its discretion, have the right to audit any part of this process and visit the Processor's premises for the purpose of diligence audits as it may reasonably require. (Visits are



encouraged by the Processor and are recommended by ICC guidance on IT Disposal.
https://ico.org.uk/media/for-organisations/documents/1570/it_asset_disposal_for_organisations.pdf

Unless otherwise instructed by the Customer, storage media will be sanitised as follows:

Functioning hard disk	: 7-pass DoD 5220.22-M ECE secure erase
Functioning SSD	: 2-pass random pattern secure erase
Faulty 2.5" hard disk	: Punched through shattering glass platter
Faulty 3.5" hard disk	: Destroy by high speed spin abrading *
Faulty SSD	: Destroy by drilling through center of each memory chip
Optical disks	: Shredded to 4mm x 38mm pieces

* The mechanism is disassembled and a dedicated rig is used to abrade the entire surface of both sides of each disk platter while the disk is spinning in excess of 7,000rpm for downstream destruction.

If the storage medium within any data carrying asset cannot be sanitised in line with the default method specified in the ITAD collection agreement (i.e. if the storage medium is faulty or not supported by the approved software tools used), the storage medium will be physically destroyed to ensure data security.

If any additional data media is found within the collection (eg. cards/usb/disks), the storage item will be assigned it's own asset ID, the Customer will be advised and the media will be physically destroyed.

4: CUSTOMER OBLIGATIONS

The Customer will provide accurate manifests of Assets to be collected through the online quotation and collection booking system provided by the Processor in order that suitable transport can be arranged and accurate collection documentation generated.

Any additions or alterations must be notified to the Processor no later than 24 hours prior to the scheduled collection to allow the logistics to be re-appraised and documentation changed.

Unless otherwise agreed with the Processor, the Customer will store and present manifested Assets in an easily accessible ground floor location that is without any access, parking or loading restrictions.

The Customer has an obligation to verify with the Processor collection staff, the assets which have been transferred to the Processor for processing, in order that full traceability of assets can be maintained.

Non-standard items (for which no category exists on the online request form) shall be notified to the Processor with as much supporting information as possible to enable the Processor to appraise their suitability for collection and processing.

The Customer agrees that acceptance and return of a signed ITAD collection agreement confirms acceptance of the service proposed by this SLA/Contract and they have full responsibility to ensure that the proposed treatment of their redundant IT assets meets their own policies and applicable statutory requirements.

The Standard ITAD SLA provided online at the time of submitting a Recycling request is the basis for the Service provided for that specific collection. The suitability of the Standard SLA should be confirmed each time a Recycling request is made by the Customer.

6: TRANSFER OF CUSTODY, OWNERSHIP & COLLECTIONS

Where the Customer as specified on the ITAD Collection Agreement that the Assets are being supplied as waste, transfer of ownership of the assets shall pass to the Processor at the point of collection.



Where the Customer as specified on the ITAD Collection Agreement that the Assets are being supplied as a sale of assets, transfer of custody of the assets shall pass to the Processor at the point of collection and transfer of ownership shall pass to the Processor once the Assets have been received and inspected by the Processor, and the final value agreed and invoiced by the Customer..

All data held on collected Assets remains the property of the Customer; who bears legal responsibility for it as the Data Controller, as defined by General Data Protection Regulations.

The Customer's representative at the point of collection will be required to verify the count of assets being transferred with the collection driver; against the provided Collection Note and sign to confirm its accuracy. In circumstances where it is not practical or possible to effectively verify the individual assets being transferred, the Customer's representative will be required as a minimum to sign acknowledgment of the number of boxes/pieces collected on the Collection Note.

Collections which are cancelled by the Customer with less than 24Hrs notice, or fail due to the Customer's actions or inaction, will be charged at £1.75 per mile from the Processor to the collection address.

The Processor reserves the right to refuse collection of any additional equipment not notified on the collection request or offered for collection after the collection has been verified by both parties and signed off.

The Processor will not make multi-site / customer collections unless it has been specifically agreed with the customer on the ITAD Collection Agreement.

7: ACCREDITATION & EXTERNAL AUDITING

Relevant accreditations & certifications in the delivery of the service set out in this agreement include the following (Copy Certificate available on request) :-

- Waste Carrier License
- T11 Exemption Certificate from the UK Environment Agency
- ISO 9001 (Quality Management Systems) Assessed & Certified by QMS
- ADISA : Audit reports (unannounced forensic spot checks) available from ADISA