



Asset Lifecycle Solutions

Standard Terms and Conditions

1 Standard Terms and Conditions

1.1 Definitions GDPR / Terms and Conditions

The words and expressions below will have the meanings set out next to them:

“ALS” Asset Lifecycle Solutions Limited

“Applicable Laws” means any other law or regulation that may apply to the processing of Personal Data;

“Appointed Agent” means any auditor or third party, formally appointed by the Controller to perform a range of tasks associated with the validation of the performance of the **[PROCESSOR]**.

“Client” means the person or company who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier

“Confidential Information” means all confidential information imparted by **[CONTROLLER]** to **[PROCESSOR]** during the term of this Contract or coming into existence because of **[PROCESSOR]**'s obligations hereunder which is either marked as confidential or which ought reasonably be regarded as confidential;

“Contract” means this Processing Contract signed by the **[CLIENT]**.

“Controller Data” means all types of data, and all categories of data subjects processed by the **[PROCESSOR]** on behalf of the **[CONTROLLER]** under the terms of this data processing contract.

“Controller” means “controller” as defined in Article 4 (7) of the GDPR;

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

“Data Subject Rights Request” means a request under Chapter 3 of GDPR which relates to the processing of Personal Data by **[PROCESSOR]** on behalf of **[CONTROLLER]**; and

“GDPR” means the UK General Data Protection Regulation 2016/679;

“Goods” means any Item(s) that the **[Controller]** gives authorisation for the **[PROCESSOR]** to collect or process.

“Order” means a confirmed request by **[Controller]** to the **[PROCESSOR]** to buy, sell, deliver, or receive goods or services.

“Party” or “Parties” means a party or the parties to this Contract;

“Personal Data” means “personal data” as defined by Article 4 (1) of the GDPR and which is processed by **[PROCESSOR]** on behalf of **[CONTROLLER]**.

“**[PROCESSOR]**” means “processor” as defined in Article 4 (8) of the GDPR;

“Services” means the work provided by ALS that is detailed in this contract. This includes the collection of redundant IT equipment and secure treatment and disposal by ALS

“Supplier” means Asset Lifecycle Solutions Limited, a company registered in England under 14154540 and registered at C/O Connaughton & Co Boulton House, Second Floor, 17-21 Chorlton Street, Manchester, United Kingdom, M1 3HY.

“Third Party” means a party which is not **[CONTROLLER]**, **[PROCESSOR]** or the Data Subject to whom the Personal Data relates.

1.2 Terms of Contract and Formation

- 1.2.1 The terms outlined within this document form the basis of the contracted relationship between the CLIENT and ALS.
- 1.2.2 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 1.2.3 The CLIENT's and ALS's statutory and common law rights express and implied are unaffected by these terms.
- 1.2.4 Commencement of the contracted services will be deemed to start from the acceptance of services by the CLIENT.

1.3 Standards of Performance

- 1.3.1 The **[PROCESSOR]** hereby undertakes to the **[CONTROLLER]** that it will undertake the Services on behalf of **[CONTROLLER]** in accordance with this Contract using all reasonable skill and care.
- 1.3.2 **[PROCESSOR]** hereby provides sufficient guarantees to implement appropriate technical and organisation measures in such a manner that processing meets the requirements of Article 28 (1) of GDPR.
- 1.3.3 **[CONTROLLER]** and **[PROCESSOR]** hereby acknowledge that in relation to the Personal Data and for the purposes of the Applicable Laws, **[CONTROLLER]** is the Data Controller and **[PROCESSOR]** is the Data Processor.

1.4 Duration of Contract

1.4.1 This Contract shall continue in full force unless or until terminated in pursuance of Clause 1.23.

1.5 In this Contract, unless otherwise expressly stated:

1.5.1 References to Clauses are to clauses of this Contract;

1.5.2 Reference to the Schedules are to the schedules to this Contract which form part of this Contract and are incorporated herein;

1.5.3 References to the singular include references to the plural and vice versa;

1.5.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of this Contract;

1.5.5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression are illustrative and do not limit the sense of the words preceding those terms and such terms shall be deemed to be followed by the words “without limitation”;

1.5.6 References to a statute, or any section of any statute, include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time;

1.5.7 References to regulatory rules include any amendments or revisions to such rules from time to time; and

1.5.8 References to regulatory authorities refer to any successor regulatory authorities.

1.6 Subject and scope of the commissioned processing of Personal Data

1.6.1 **[PROCESSOR]** shall process the Controller’s Personal Data exclusively on behalf of and on the instruction of **[CONTROLLER]** in accordance with Article 28 (1) of the GDPR.

1.6.2 Data held by **[CONTROLLER]** may include Personal Data, special category Personal Data and general data.

1.6.3 **[PROCESSOR]** will not access any Controller Data held on the Controller’s equipment during the retirement process.

1.6.4 **[PROCESSOR]** will process the Controller Data in accordance with its Data Capability Statement.

1.6.5 Processing of **[CONTROLLER]**’s data shall take no longer than 60 working days.

1.6.6 The processing of **[CONTROLLER]**’s Data will take place exclusively within the territory of the United Kingdom. Data processing in other countries may only take place where the **[CONTROLLER]** has provided their prior written consent and, where applicable, additionally the requirements of Article. 44 to 47 GDPR are fulfilled, or there is an exception in accordance with Article 49 GDPR

1.7 [Controller] obligations

1.7.1 **[CONTROLLER]** shall provide such information as **[PROCESSOR]** may reasonably require for **[PROCESSOR]** to provide the Services outlined in this contract.

1.7.2 **[CONTROLLER]** shall instruct **[PROCESSOR]** generally in written or text form which includes email communication. If required, **[CONTROLLER]** may also issue instructions orally or via telephone. Instructions issued orally or via telephone require, however, immediate confirmation by **[CONTROLLER]** in written or text form.

1.7.3 **[CONTROLLER]** shall have legal title on all goods being collected and therefore can instruct **[PROCESSOR]** to process equipment in accordance with the service agreed in the schedule laid out in this contract.

1.8 [Processor] obligations

- 1.8.1 **[PROCESSOR]** undertakes to **[CONTROLLER]** that it shall process the Personal Data only on **[CONTROLLER]**'s instructions as given from time to time and in accordance with the terms of this Contract and all Applicable Laws.
- 1.8.2 Any instructions issued by **[CONTROLLER]** to **[PROCESSOR]** shall be in accordance with Section 1.8 and shall be documented by **[PROCESSOR]** to be evidenced to **[CONTROLLER]** on request.
- 1.8.3 If **[PROCESSOR]** is of the reasonable opinion that an instruction by **[CONTROLLER]** breaches this Contract, an earlier instruction or Applicable Laws, **[PROCESSOR]** must inform **[CONTROLLER]** in writing immediately.
- 1.8.4 **[PROCESSOR]** shall ensure that only employees who may be required by **[PROCESSOR]** to assist it in meeting its obligations under this Contract shall have access to the Personal Data. **[PROCESSOR]** shall ensure that all employees used by it to provide the Services (i) have undergone training in the laws of data protection and in the care and handling of the Personal Data in accordance with such laws, (ii) have undergone vetting to an appropriate level and (iii) have committed themselves to confidentiality or are under an appropriate statutory duty of confidentiality.
- 1.8.5 In particular, **[PROCESSOR]** undertakes to **[CONTROLLER]** that it will not disclose the Controller Data or any part thereof to any Third Party unless and only to the extent instructed to do so in writing by **[CONTROLLER]**.
- 1.8.6 For the mutual benefit of both Parties, and to ensure compliance with this Contract and the Applicable Laws, **[CONTROLLER]** and **[PROCESSOR]** will liaise regularly. **[PROCESSOR]** will make available to the Controller all information necessary to demonstrate compliance with Article 28 of the GDPR and allow its data processing facilities, procedures and documentation to be inspected and/or reviewed by **[CONTROLLER]** or its auditors.
- 1.8.7 If at any time **[PROCESSOR]** is unable to meet any of its obligations under this Contract, it undertakes to inform **[CONTROLLER]** immediately by notice in writing.
- 1.8.8 **[PROCESSOR]** is not permitted to make any copies or duplicates of the Controller Data without the prior written approval of the **[CONTROLLER]**.
- 1.8.9 Should **[CONTROLLER]** be required to provide information to a public authority or a person relating to the processing of Controller Data, or to otherwise cooperate with a public authority, **[PROCESSOR]** shall support **[CONTROLLER]** at the first request with the provision of such information or the fulfilment of other obligations to cooperate. This applies to immediate provision of all information and documents relating to technical and organisational measures taken in line with Article 32 of the 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.
- 1.8.10 **[PROCESSOR]** will support **[CONTROLLER]** in any activity, relevant to services being carried out by **[PROCESSOR]**, which **[CONTROLLER]** or appointed its agents must undertake to comply with the GDPR such as Data Privacy Impact Assessments and Registers of Processing Activities.
- 1.8.11 **[PROCESSOR]** must have a Data Protection Officer throughout the term of this contract and inform **[CONTROLLER]** of the Data Protection Officer's contact details. **[PROCESSOR]** must inform the Controller of any change to the Data Protection Officer without undue delay.

1.9 Data Processing Scope

- 1.9.1 The **[CONTROLLER]** has completed the ADISA Data impact Assurance Level (DIAL) assessment at the following link (<https://adisa.global/DIALCertificate/assetlifecycle-solutions/>) and has deemed their data processing requirements as DIAL Level 1.
- 1.9.2 The **[PROCESSOR]** shall sanitise the data bearing Items detailed in Table 1.
- 1.9.3 The **[PROCESSOR]** will not sanitise the non-data bearing Items detailed in Table 1.
- 1.9.4 The **[CONTROLLER]** shall inform the **[PROCESSOR]** of any data bearing item that is not detailed in Table 1 under the heading of Data Bearing Items, that the **[CONTROLLER]** wishes to be sanitised. The **[PROCESSOR]** shall be informed of any such item before the collection of the equipment is scheduled.
- 1.9.5 **[CONTROLLER]** has given ALS lawful permission to process its data for the purpose to sanitise all data from data-bearing items listed below in in Table 1.

| Item Type | Data Bearing / Non-Data Bearing | Initial Item Classification |
|------------------------------------|---------------------------------|-----------------------------|
| Associated Peripheral Items | Non-Data Bearing | Asset |
| Audio / Visual Equipment | Non-Data Bearing | Asset |
| Back-Up Devices | Data Bearing | Asset |
| Batteries | Non-Data Bearing | Waste |
| Combi PC | Data Bearing | Asset |
| Copiers / Plotters | Data Bearing | Asset |
| CRT Monitors | Non-Data Bearing | Asset |
| Desktop PC | Data Bearing | Asset |
| Laptop | Data Bearing | Asset |
| Loose Hard Drives | Data Bearing | Asset |
| Loose Media – Data Tapes / CD ROMs | Data Bearing | Asset |
| Medical / Testing Equipment | Non-Data Bearing | Asset |
| Mobile Phones and Tablets | Data Bearing | Asset |
| Point of Sale Equipment | Data Bearing | Asset |
| Printer / Fax | Data Bearing | Asset |
| Servers / Storage Arrays | Data Bearing | Asset |
| Switches / Routers | Data Bearing | Asset |
| Telephony Equipment | Data Bearing | Asset |
| Televisions | Non-Data Bearing | Asset |
| Terminals / Thin Client | Data Bearing | Asset |
| TFT / LCD Monitors | Non-Data Bearing | Asset |
| Toners | Non-Data Bearing | Asset |
| UPS | Non-Data Bearing | Asset |
| Associated Peripheral Items | Non-Data Bearing | Asset |

Table 1 - Data and Non-Data Bearing Items

- 1.9.6 **Deliberately blank** (To be completed if processing method is to be fixed and mandated by the client)
- 1.9.7 Unless stated specifically in clause 1.10.6 within this contract, ALS will process the **[CONTROLLER]** data in accordance our latest Data Capability Statement (1200-9001) which can found at www.AssetLifecycle.co.uk/datacapability.
- 1.9.8 In the event that non-destructive sanitisation method fails, media will be physically destroyed.
- 1.9.9 ALS will provide a detailed asset report for all equipment collected to include:
- Make and model
 - Specification
 - Serial number
 - Customer asset number
 - ALS asset number
 - Grade
 - Individual item weights
 - Peripheral items to include keyboards, cables and mice will be recorded by weight and/or quantity.
 - Scanned copies of the duty of care and hazardous consignment notes
- 1.9.10 ALS will individually track each asset as part of the Scope of Data Processing activities within the agreed processing duration of 90 working days.
- 1.9.11 If ALS are providing a Premium Service collection, then all Assets will be individually tracked at the point of collection. It should be noted that DIAL 2 and DIAL 3 level collections are automatically assigned a Premium Service.

1.10 Breach Identification and Notification

- 1.10.1 A Data Breach is defined as “a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed”
- 1.10.2 **[PROCESSOR]** will ensure that there are sufficient checks being made on processing activities to ensure that data is being protected at all time as per clause 1.13.
- 1.10.3 **[PROCESSOR]** will without undue delay inform **[CONTROLLER]** if the **[PROCESSOR]** becomes aware of a Data Breach. This communication (the “Initial Notification”) will be made using the contact details specified in Clause 1.10.7 or as notified by the Controller from time to time.
- 1.10.4 **[CONTROLLER]** will be responsible for informing the Information Commissioner’s Office of a Data Breach in accordance with Article 33 of the GDPR.
- 1.10.5 **[PROCESSOR]** must inform **[CONTROLLER]** without undue delay following the Initial Notification of the following details where possible: (i) the nature of the Data Breach including the categories and approximate number of Data Subjects concerned, (ii) the names and contact details of the Data Protection Officer or other contact point, (iii) the likely consequences of the Data Breach and (iv) any measures taken or proposed to be taken to mitigate the adverse effects of the Data Breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.
- 1.10.6 **[PROCESSOR]** will support the **[CONTROLLER]** or **[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 **[PROCESSOR]**’s position is required.
- 1.10.7 In order for the **[PROCESSOR]** to provide the **[CONTROLLER]** with details of a Data Breach the **[PROCESSOR]** shall address details of the Data Breach to the main contact given at the time of requesting the services.

1.11 Assignment & Subcontracting

- 1.11.1 **[PROCESSOR]** shall not be entitled to assign this Contract or any of its rights or obligations hereunder, without the prior written consent of **[CONTROLLER]**.
- 1.11.2 **[PROCESSOR]** shall not sub-contract performance of its obligations hereunder and **[PROCESSOR]** shall, at all times, be responsible as between itself and **[CONTROLLER]** for the observance of the obligations contained in this Contract.

1.12 Security of processing (As per Article 32 GDPR)

- 1.12.1 **[PROCESSOR]** warrants that it has in place appropriate technical and organisational measures to ensure a suitable level of protection for the Controller Data corresponding to the risk, taking account his must be in consideration of the state of the 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, inter alia, the following:
 - 1.12.2 The pseudonymisation and encryption of Controller Data;
 - 1.12.3 The ability to permanently ensure the confidentiality, integrity and availability of the systems, services and Controller Data in connection with the processing;
 - 1.12.4 The ability to rapidly recover the availability of the Controller Data and access to them, should a physical or technical disruption occur; and
 - 1.12.5 A process for the regular review, assessment, evaluation and evidence of the effectiveness of the technical and organisational measures for the purposes of ensuring the security of the processing.
- 1.12.6 **[PROCESSOR]** will, prior to the commencement of the processing of the Controller Data, provide evidence to **[CONTROLLER]** that it has in place appropriate technical and organisational measures to protect the Personal Data which is being processed. This evidence may include the accreditation of the **[PROCESSOR]**'s Data Processing Service by an industry recognised accreditation scheme. (Article 28 (5) GDPR) **[PROCESSOR]** guarantees that it will maintain any such accreditation throughout the term of this Contract.
- 1.12.7 **[PROCESSOR]** guarantees that it adheres to an approved code of conduct [Article 28 (5)] prior to the commencement of the Contract.
- 1.12.8 **[PROCESSOR]** guarantees that, as technology and threats evolve, the technical and organisational measures in place will be continually assessed for appropriateness. **[PROCESSOR]** may implement alternative, adequate technical and organisational measures, always provided that those measures do not fall below the security level of the measures agreed at the start of this Contract.

1.13 Evidence and inspections

- 1.13.1 **[PROCESSOR]** shall provide **[CONTROLLER]** with all necessary information to prove compliance with **[CONTROLLER]**'s obligations under this Contract upon request. Upon request of **[CONTROLLER]**, **[PROCESSOR]** shall provide **[CONTROLLER]** immediately with all relevant certificates and audit reports.
- 1.13.2 **[CONTROLLER]** is entitled to receive information from the **[PROCESSORS]**'s Data Protection Officer relating to all aspects of the processing of the Controller Data, including the technical and organisational measures in place in accordance with Clause 1.13
- 1.13.3 **[CONTROLLER]** or its appointed agent is entitled, with reasonable notice, to enter the business premises of **[PROCESSOR]** during normal business hours (Mondays to Fridays from 09:00 until 18:00) and inspect the technical and organisational measures as well as the processes of **[PROCESSOR]**, to satisfy itself of the **[PROCESSOR]**'s compliance with the provisions of this Contract as well as with the Applicable Laws.

- 1.13.4 **[PROCESSOR]** guarantees **[CONTROLLER]**, or its appointed agent, the access rights, information rights, and inspection rights necessary for this purpose. **[PROCESSOR]** will guarantee access to the data processing facilities, files, and other documents to allow for monitoring and auditing of the relevant data processing facilities, files and other documentation relating to the processing of the Controller Data. **[PROCESSOR]** will provide **[CONTROLLER]**, or its appointed agent with all information necessary for such an inspection.
- 1.13.5 **[PROCESSOR]** shall hold such relevant industry accreditations as are necessary to evidence the **[PROCESSOR]**'s capabilities, which the **[PROCESSOR]** will maintain throughout the duration of this Contract.

1.14 Indemnity

- 1.14.1 **[PROCESSOR]** hereby agrees to indemnify **[CONTROLLER]** up to a maximum of £1 million per incident against all losses, costs, expenses, damages, liabilities, demands, claims, fines, penalties, actions or proceedings which **[CONTROLLER]** may incur arising out of any failure by **[PROCESSOR]** or its employees to comply with any of its obligations under this Contract.

1.15 Ownership

- 1.15.1 All right, title and interest in the Confidential Information shall vest solely with **[CONTROLLER]**.
- 1.15.2 The **[CONTROLLER]** hereby declares that the equipment being collected by the **[PROCESSOR]** is the sole property of the **[CONTROLLER]** and that the **[CONTROLLER]** is legally entitled to release the equipment to the **[PROCESSOR]**

1.16 Confidentiality

- 1.16.1 **[PROCESSOR]** shall procure that all Confidential Information disclosed to it by **[CONTROLLER]** under this Contract or which at any time during the term of the Contract comes into **[PROCESSOR]**'s knowledge, possession or control, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Contract and shall not be disclosed to any Third Party except insofar as this may be required for the proper operation of this Contract and then only under appropriate confidentiality provisions approved in writing by **[CONTROLLER]** .
- 1.16.2 **[PROCESSOR]** will ensure, pursuant to Article 29 of the GDPR, that all persons under their authority process the Controller Data exclusively in accordance with this Contract, as well as in accordance with the instructions of **[CONTROLLER]**.
- 1.16.3 The confidentiality obligations contained in this Clause 1.17 shall not prevent **[PROCESSOR]** from disclosing information to the extent required by law or for any regulatory purposes, provided that prior written notice is given to **[CONTROLLER]** of such disclosure.
- 1.16.4 The confidentiality obligations contained in this Clause 1.17 shall not apply to any information which:
- 1.16.5 is or becomes generally available to the public through no act or default of **[PROCESSOR]** or its directors, employees or agents; or
- 1.16.6 **[PROCESSOR]** can demonstrate from its written records, prior to its receipt from **[CONTROLLER]** was in its possession and at its free lawful disposal; or
- 1.16.7 **[PROCESSOR]** can demonstrate from its written records, is after its receipt from **[CONTROLLER]**, generated by employees of **[PROCESSOR]** independently of, and without knowledge of, the Confidential Information; or
- 1.16.8 **[PROCESSOR]** can demonstrate from its written records, is subsequently disclosed to it without any obligation of confidence by a third party who has not derived it directly or indirectly from **[CONTROLLER]**.
- 1.16.9 The confidentiality obligations contained in this Clause 1.17 shall survive the termination of this Contract for whatever reason for a period of three (3) years following the disclosure of the Confidential Information by **[CONTROLLER]** to **[PROCESSOR]**.

1.16.10 For the avoidance of doubt, Confidential Information for the purposes of this Contract includes without limitation Personal Data, databases, payment and delivery information, and any and all information that is stored on any of the Controller's equipment prior to being reset, wiped or destroyed.

1.17 Property and risk

1.17.1 Property and risk in the Goods shall pass to ALS, when they are delivered or collected in accordance with this contract. Such passing of property and risk shall be without prejudice to any right of rejection arising under these conditions.

1.17.2 The **[CONTROLLER]** warrants that the **[CONTROLLER]** owns the Goods prior to delivery and the **[CONTROLLER]** is entitled to sell and give good and unencumbered title in the Goods to ALS and shall indemnify and hold ALS harmless from all direct claims, costs, proceedings, damages and expenses (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, ALS by reason of any action brought by a third party against ALS as a result of a breach of this warranty by the **[CONTROLLER]**.

1.17.3 Following the passing of property in the Goods to ALS and provided that sanitisation or destruction has taken place in accordance with clause 1.9, ALS have absolute discretion in deciding the end use and user of the Goods.

1.18 Commercial Agreement

1.18.1 Where related costs of an Order are chargeable to the **[CONTROLLER]**, as agreed in an Order, ALS shall invoice the **[CONTROLLER]** after the collection has been completed or as agreed by separate negotiation.

1.18.2 The charges for the services shall be calculated, invoiced and paid on the basis set out in the Proposal provides to you by ALS.

1.18.3 All amounts payable by the **[CONTROLLER]** are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT").

1.18.4 Without limiting any other right or remedy of ALS, if the **[CONTROLLER]** fails to make any payment due to ALS. ALS shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Bank of England base rate accruing on a daily basis from the due date stated on the invoice until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

1.18.5 The **[CONTROLLER]** shall pay all amounts due in full without any deduction, or withholding except as required by law and the **[CONTROLLER]** shall not be entitled to assert any credit, set-off or counterclaim against ALS in order to justify withholding payment of any such amount in whole or in part. ALS may, without limiting its other rights or remedies, set off any amount owing to it by the **[CONTROLLER]** against any amount payable by ALS to the **[CONTROLLER]**.

1.18.6 Where Goods received in an Order are deemed to have residual value after processing costs in line with this contract, The **[CONTROLLER]** agrees to raise a VAT invoice for goods collected that are covered by the agreement to a value as notified by ALS to the **[CONTROLLER]**.

1.19 Collection

1.19.1 The **[CONTROLLER]** assumes responsibility for the goods until such a point when the transfer of custody has been reached. This point is when the ALS operative signs for the goods on the client site.

1.19.2 The **[CONTROLLER]** retains ownership for the goods until such a point when the transfer of ownership has been reached. This point is when the ALS operative signs for the goods on the client site.

1.20 Inspection and Audit

- 1.20.1 ALS shall, upon reasonable notice by the **[CONTROLLER]**, allow the **[CONTROLLER]** to conduct such audits and inspections as it deems necessary to monitor ALS's compliance with the Contract.

1.21 Indemnities and limitation of liability

- 1.21.1 The Goods are second hand and accordingly ALS agrees to accept the Goods in their current state after having inspected them in accordance with quality and fitness for purpose. Accordingly, The **[CONTROLLER]** gives no warranties in relation to the quality or fitness for purpose either express or implied.

- 1.21.2 ALS holds the following insurances

| | |
|--------------------------|-------------|
| Public Liability | £5,000,000 |
| Employers Liability | £10,000,000 |
| Cyber Security Liability | £1,000,000 |
| Professional Indemnity | £100,000 |

- 1.21.3 In no event shall the CLIENT's liability to ALS exceed the price of this contract in respect of an Order.

1.22 Termination

- 1.22.1 Either party may terminate this Contract with immediate effect if the other party: (a) commits a material breach of any of the conditions and such breach is not remedied within 30 days of receipt of notice of such breach; or (b) becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of its creditors, files or has filed against it a petition in bankruptcy, has a receiver or administrator appointed or ceases business.

- 1.22.2 Force Majeure - Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay in supply by third parties of equipment or services In these circumstances the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

- 1.22.3 This Contract may be terminated by **[CONTROLLER]** giving not less than 3 months written notice to **[PROCESSOR]**

- 1.22.4 This Contract may be terminated by the **[PROCESSOR]** giving not less than 3 months written notice to **[CONTROLLER]**

1.23 Consequences of Termination

- 1.23.1 On termination of this Contract for whatever reason, **[PROCESSOR]** shall cease to process the Personal Data and Confidential Information and shall arrange for the prompt and safe return of all of the Personal Data and Confidential Information in its possession or control or that of its agents or contractors, within such time and by such secure means as **[CONTROLLER]** shall provide for in writing at the time of termination of the Contract.

- 1.23.2 On termination of this Contract, should **[CONTROLLER]** require the deletion of Controller Data still held by **[PROCESSOR]** then **[PROCESSOR]** should provide written evidence to support the deletion activity.

- 1.23.3 Termination of this Contract shall not affect any rights or obligations of either Party which have accrued prior to the date of termination and all provisions which are expressed to, or do by implication, survive the termination of this Contract shall remain in full force and effect.

1.24 Notices

- 1.24.1 Any notice under or in connection with this Contract shall be in writing (but not by fax, e-mail or similar means) and shall be delivered personally, or sent by courier or by recorded or registered mail to the **[PROCESSOR]**
- 1.24.2 A notice shall become effective on the date it is delivered to the address of the recipient Party shown above.
- 1.24.3 A Party may notify the other of a change to its notice details.

1.25 Severability

- 1.25.1 Should any provision of this Contract be held to be illegal, invalid or unenforceable in any respect by any judicial or other competent authority under the law of any jurisdiction:
- 1.25.2 If by substituting a shorter time period or more restricted application of the provision, it would be valid and enforceable, such shorter time period or more restricted application shall be substituted.
- 1.25.3 such provision shall, so far as it is illegal, invalid or unenforceable in any jurisdiction, be given no effect by the Parties and shall be deemed not to be included in this Contract in that jurisdiction;
- 1.25.4 the other provisions of this Contract shall be binding on the Parties in that jurisdiction as if such provision were not included herein;
- 1.25.5 the legality, validity and enforceability of the provision in any other jurisdiction shall not be affected or impaired; and
- 1.25.6 the Parties shall negotiate in good faith to agree an alternative provision in terms which as closely as possible achieve the intention of the Parties in the original provision, do not substantially impair the Parties' original interests and do not render such provisions invalid or unenforceable.

1.26 Variation

- 1.26.1 No variation or amendment to this Contract shall bind either Party unless made in writing and signed by duly authorised officers of both Parties.

1.27 Waiver and Remedies

- 1.27.1 A failure to exercise or any delay in exercising any right or remedy provided by this Contract or by law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies.

1.28 Entire Contract

- 1.28.1 This Contract and any attached Proposal (if applicable) constitutes the entire Contract and understanding of the Parties relating to its subject matter and supersedes all prior proposals, Contracts and understandings between the Parties or their advisors relating to such subject matter.
- 1.28.2 Each of the Parties hereby acknowledges and agrees that in entering into this Contract, it does not rely on any statement, representation, warranty, undertaking, Contract or understanding of any nature whatsoever made by any person other than as expressly included in this Contract as a warranty (a "Prior Representation") and to the extent that it is so included that Party's only remedy shall be a contractual one for breach of warranty under the terms of this Contract for damages. To the extent that, notwithstanding the foregoing a Prior Representation has been made and relied upon by

either Party, the relevant party unconditionally and irrevocably waives any claims, rights or remedies it may have in relation thereto.

- 1.28.3 Nothing in this Clause 1.29 or in this Contract shall operate to limit or exclude any liability of either Party, or the remedies available to either Party for fraud, including fraudulent acts and/or fraudulent misrepresentations.

1.29 Further Assurance

- 1.29.1 The Parties shall execute all further documents as may be reasonably necessary or desirable to give full effect to the terms of this Contract and to protect the rights of the Parties under it.

1.30 Governing Law

- 1.30.1 This Contract shall be governed in all respects by the laws of England and Wales and each Party hereby irrevocably submits for all purposes in connection with this Contract to the exclusive jurisdiction of England and Wales Courts.

1.31 Data Subject Rights Request

- 1.31.1 The **[SUB-PROCESSOR]** agrees to follow the following process upon receipt of a Data Subject Access Requests (DSAR) from the **[PROCESSOR]**.
- Verify the subject's identity
 - Clarify the nature of the request
 - Review the data
 - Collect and package the data
 - Explain the subject's rights
 - Send the requested data to the **[PROCESSOR]**.