

Terms and Conditions for IT Asset Disposal (ITAD) Services

Company Name: ITR Secure Ltd

Registered Address: Unit C3 Chaucer Business Park, Kemsing, TN15 6PL

Company Registration Number: 13415386

Contact Email: contact@itrsecure.co.uk

Phone: 0203 822 0855

1. Definitions

"Company", "We", "Us", or "Our" refers to ITR Secure Ltd.

"Client", "You", or "Your" means the individual or organisation entering into a contract with us for ITAD services.

"Services" means the IT asset disposal services provided by the Company, including data destruction, collection, audit, refurbishment, recycling, and reselling.

"Assets" means the IT equipment provided by the Client for disposal, including but not limited to laptops, desktops, servers, storage devices, and mobile devices.

2. Scope of Services

2.1 The Company will provide secure, compliant IT asset disposal services in accordance with UK GDPR, WEEE Regulations 2013, and other applicable UK and EU legislation.

2.2 Our standard services include:

- Secure collection of IT assets
- Inventory logging and asset tracking
- Certified data erasure or physical destruction
- Recycling or resale of equipment
- Certificates of data destruction and environmental compliance

3. Client Responsibilities

3.1 The Client is responsible for ensuring that:

- All equipment is owned by the Client and free from third-party claims or leases.
- Assets are prepared and ready for collection at the agreed time.
- All relevant internal approvals for ITAD have been obtained before handover.

3.2 The Client must inform the Company in writing if any assets contain hazardous materials or pose a health or safety risk.

4. Data Security and Destruction

4.1 The Company follows industry-standard practices for data sanitisation, including secure data erasure and physical destruction methods.

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4.2 For data-bearing devices, we utilise approved software to perform data erasure in accordance with the U.S. Department of Defense standard DoD 5220.22-M (3-pass overwrite method), unless otherwise specified or requested in writing by the Client.

4.3 The Company provides a 99.99% guarantee of data destruction when standard data erasure methods are applied. However, occurrences where data may be recoverable are extremely rare and generally only occur under very specific circumstances.

4.4 Upon completion, the Company will issue Certificates of Data Destruction.

4.5 The Company is not liable for any data breaches occurring prior to asset handover or resulting from incomplete disclosure by the Client.

5. Environmental Compliance

5.1 The Company ensures that all asset disposal is conducted in accordance with:

- The Waste Electrical and Electronic Equipment (WEEE) Regulations 2013
- The Environmental Protection Act 1990
- The Hazardous Waste Regulations (where applicable)

5.2 Any materials that cannot be reused or resold will be recycled through licensed partners to minimise environmental impact.

6. Ownership and Liability

6.1 Upon transfer of the assets, title and ownership may pass to the Company unless otherwise agreed in writing.

6.2 If agreed in writing that equipment is being recycled or disposed of on the Client's behalf without transfer of ownership, the Client retains liability until final disposal is confirmed.

6.3 The Company shall not be held liable for any consequential loss, profit loss, or reputational damage related to the disposal of IT assets unless caused by proven gross negligence.

6.4 The Client agrees to indemnify and hold harmless the Company against any claims, losses, damages, liabilities, and expenses (including legal fees) arising out of or related to the Client's breach of warranties.

7. Fees and Payment

7.1 Pricing will be provided through written quotation and agreed upon before commencement of services.

7.2 Some services (e.g., onsite data destruction, hazardous waste handling) may incur additional charges.

7.3 Invoices are payable within thirty (30) days of the invoice date unless otherwise agreed in writing.

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8. Warranties and Disclaimers

8.1 The Company does not guarantee that all data will be unrecoverable in every scenario but uses approved data erasure tools and destruction methods to minimise risk.

8.2 For devices that require absolute assurance of data destruction, the Company offers physical destruction services.

8.3 Upon completion of physical destruction, the Client will receive a Certificate of Physical Destruction.

9. Termination

9.1 Either party may terminate the agreement with 14 days' written notice. All outstanding fees for services performed up to the termination date shall remain payable.

9.2 The Company reserves the right to cancel or refuse service at any time due to breach of terms, non-payment, or safety concerns.

10. Force Majeure

10. The Company shall not be liable for delays or failure to perform services due to circumstances beyond its reasonable control, including natural disasters, strikes, or transport disruptions.

11. Confidentiality

11. All Client data, documentation, and communication will be treated as confidential and will not be shared with third parties except as required by law or for contracted service execution.

12. Governing Law and Jurisdiction

12. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the English courts.

13. Amendments

13. The Company reserves the right to amend these Terms and Conditions. Clients will be notified in writing of significant changes at least 14 days prior to enforcement.

14. Contact Information

14. If you have any questions about these Terms and Conditions, please contact us at:

Email: contact@itrsecure.co.uk

Phone: 0203 822 0855

Address: Unit C3 Chaucer Business Park, Kemsing, TN15 6PL