

# Terms & Conditions

Thank you for choosing The Turing Trust for your donation of IT equipment. The Turing Trust is a charity that supports education internationally by reusing computers and improving teacher training using ICT. We provide skills development in the United Kingdom while reducing waste and contributing to an environmentally friendly society.

We have adopted the industry's best practices to give you the peace of mind that your redundant equipment is being handled correctly and will go on to be reused to make a positive social and environmental impact.

This document outlines the basics of The Turing Trust's processes and our specific terms and conditions that are in place to facilitate your donation of IT equipment.

## Our Terms

### Parties

- A. The Turing Trust is registered under the Office of the Scottish Charity Regulator: SC046150 and the Charities Commission in England & Wales: 1156687, whose registered office is at Unit 7c, Pentland Industrial Estate, Loanhead, EH20 9QH ("TT");
- B. The Donor of IT equipment be they an individual or organisation will be referred to throughout as the "Donor".

### 1. Interpretation

- 1.1. The following definitions and rules of interpretation apply in these terms:

**Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in Scotland.

**Collection Location** the location for collection of Equipment as agreed between the parties in writing prior to collection of the Equipment.

**Control:** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Data Protection Legislation:** the Data Protection Act 2018 and UK GDPR.

**Equipment:** any equipment which is the subject of the Services as agreed between the parties in writing from time to time.

**UK GDPR:** UK General Data Protection Regulation (GDPR), has the meaning given to it in section 3(10)(as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2. Clause and paragraph headings shall not affect the interpretation of these terms.
- 1.3. A Donor may include a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a Donor may include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9. A reference to writing or written includes email.
- 1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **The Turing Trust's obligations**

- 2.1. TT shall use reasonable endeavours to provide the services set out in clause 4 of this Agreement (the "**Services**") in accordance with the terms in all material respects.
- 2.2. TT shall use reasonable endeavours to meet any performance dates specified as part of the Services but any such dates shall be estimates only and time for performance by TT shall not be of the essence of these terms.
- 2.3. TT shall provide the Services using reasonable skill and care and in accordance with all Applicable Laws.

## 3. **Donor's obligations**

- 3.1. The Donor shall:
  - 3.1.1. cooperate with TT in all matters relating to the provision of the Services;
  - 3.1.2. provide to TT in a timely manner all documents, information, items and materials in any form (whether owned by the Donor or a third party) required by TT in connection with the provision of the Services and ensure that they are accurate and complete in all respects;
  - 3.1.3. ensure that all IT equipment to be received by TT is suitable to be reused by TT.  
Therefore, prior to any collections of equipment the Donor will ensure that all BIOS passwords and any other security or remote management software (e.g. Computrace,

Mobile Device Management [MDM], Device Enrolment Programme [DEP] etc.) are disabled and removed from all devices to ensure TT can reuse the equipment to its full capabilities. Likewise for iOS and Android smartphones and tablets the Donor agrees to remove any accounts (e.g. iCloud or Google etc.) so that TT can reuse the equipment to its full capabilities.

3.1.4. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable TT to provide the Services;

3.2. If TT's performance of its obligations under these terms is prevented or delayed by any act or omission of the Donor, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, TT shall be allowed an extension of time to perform its obligations equal to the delay caused by the Donor.

#### **4. Services**

- 4.1. TT will sanitise all data from disks included in such collection to comply with all applicable Data Protection Legislation, and any other relevant data protection legislation that may come into force during the period of these terms. TT acknowledges that all such data held in the collected equipment is the property of The Donor and shall take all reasonable precautions to prevent disclosure of such data to any third party before such data cleansing is completed including storage of equipment in a secure location prior to data wiping.
- 4.2. TT will reuse all suitable equipment in organisations involved in education, agriculture, health, governance, training or social improvement in developing countries as well as in the United Kingdom at TT's sole discretion. Once refurbished, this equipment is tested before reuse to ensure that it complies with all applicable health and safety legislation and any other relevant health and safety legislation that may come into force during the period of these terms.
- 4.3. On receiving a donation all IT equipment will undergo TT's Data Destruction procedures outlined in TT's Data Destruction Policy.
- 4.4. Through TT's refurbishment processes equipment will be assessed for reuse. Suitable items will be refurbished and sent to schools to support the education of disadvantaged students or similar charities. At the discretion of TT items that are unsuitable for use in schools or charitable organisations may sell items of equipment that cannot be effectively reused. Any

proceeds from sales will be used for charitable purposes in mitigating the costs of providing computers to its beneficiaries.

- 4.5. Where equipment is not suitable for reuse, such equipment is disposed of in a manner that complies with the WEEE directive and all other current environmental protection legislation and any other relevant environmental protection legislation that may come into force during the period of these terms. For equipment that will be sent outside of the United Kingdom TT shall ensure that there is a suitable recycling solution in place for when PCs come to end-of-life that adheres to European Union WEEE directives. In doing so TT will ensure zero IT equipment is sent to landfill.
- 4.6. In undertaking the activities outlined in these terms, TT shall comply with all current health & safety legislation and codes of practice (including the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999) and any other relevant health and safety legislation or codes of practice that may come into force during the period of these terms.

## **5. Service timescales**

- 5.1. Following a collection, TT will create a processing lot within 24 hours of its arrival at our warehouse. We then aim to sort the equipment, recording the basic equipment details within 15 working days. Then we will test and process equipment, as well as completing the data sanitisation or destruction within 40 working days.

## **6. Charges and payment**

- 6.1. TT will provide the Services to the Donor on the understanding that all IT equipment received by TT is suitable to be reused by TT. Therefore, prior to any collections of equipment the Donor will ensure that all BIOS passwords and any other security or remote management software (e.g. Computrace, Mobile Device Management [MDM], Device Enrolment Programme [DEP] etc.) are disabled and removed from all devices to ensure TT can reuse the equipment to its full capabilities. Likewise for iOS and Android smartphones and tablets the Donor agrees to remove any accounts (e.g. iCloud or Google etc.) so that TT can reuse the equipment to its full capabilities. If the Donor fails to fully unlock equipment so that it is suitable for reuse, in consideration of the provision of the Services by TT (namely collecting and processing the equipment), the Donor shall pay the charges.

- 6.2. TT may increase the charges from time to time by giving at least 30 Business Days written notice to the Donor.
- 6.3. Any increase in the charges shall affect any Services agreed between the parties after the effective date of the increase pursuant to clause 6.2.
- 6.4. TT shall invoice the Donor for any Service on its completion.
- 6.5. The Donor shall pay each invoice submitted to it by TT within 30 days of receipt to a bank account nominated in writing by TT from time to time.
- 6.6. Without prejudice to any other right or remedy that it may have, if the Donor fails to pay TT any sum due under these terms on the due date:
- 6.6.1. the Donor shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- 6.6.2. TT may suspend part or all of the provision of Services until payment has been made in full.
- 6.7. All sums payable to TT under these terms are exclusive of VAT, and the Donor shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

## **7. Collection arrangements**

- 7.1. Any collection of Equipment comprising the Services shall be from the Collection Location and at such time as shall be agreed in writing between the parties before collection.
- 7.2. Collection shall be completed on the completion of loading the Equipment at the Collection Location.

## **8. Title in equipment**

- 8.1. The Donor shall transfer title in Equipment to TT with full title guarantee on completion of collection of such Equipment by TT pursuant to clause 7.2 or delivery of such Equipment to TT by the Donor as the case may be.

## 9. **Data protection and data processing**

- 9.1. Both parties will comply with all applicable requirements of the General Data Protection Regulation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the General Data Protection Regulation.
- 9.2. The parties acknowledge that for the purposes of the General Data Protection Regulation, the Donor is the Data Controller, TT is acting as the Data Processor (where Data Controller and Data Processor have the meanings as defined in the General Data Protection Regulation).
- 9.3. Without prejudice to the generality of clause 9.1, the Donor will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to TT for the duration and purposes of these terms.
- 9.4. Without prejudice to the generality of clause 9.1, TT shall, in relation to any Personal Data processed in connection with the performance by TT of its obligations under these terms:
- 9.4.1. process that Personal Data only on the written instructions of the Donor unless TT is required by the laws of any member of the European Union or by the laws of the European Union applicable to TT to process Personal Data (Applicable Data Processing Laws). Where TT is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, TT shall promptly notify the Donor of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit TT from so notifying the Donor;
- 9.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Donor, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 9.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 9.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Donor has been obtained and the following conditions are fulfilled:
    - 9.4.4.1. the Donor or TT has provided appropriate safeguards in relation to the transfer;
    - 9.4.4.2. the data subject has enforceable rights and effective legal remedies;
    - 9.4.4.3. TT complies with its obligations under the General Data Protection Regulation by providing an adequate level of protection to any Personal Data that is transferred; and
    - 9.4.4.4. TT complies with reasonable instructions notified to it in advance by the Donor with respect to the processing of the Personal Data;
  - 9.4.5. assist the Donor, at the Donor's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the General Data Protection Regulation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 9.4.6. notify the Donor without undue delay on becoming aware of a Personal Data breach;
  - 9.4.7. maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and allow for audits by the Donor or the Donor's designated auditor and hold all records only for as long as required by Applicable Law.
- 9.5. Under GDPR, you have a right to ask us what personal information we hold about you, and to request a copy of your information. This is known as a 'subject access request' (SAR). SARs need to be made in writing and we ask that your written request is accompanied by proof of identify. We have one calendar month within which to provide you with the information you've asked for (although we will try to provide this to you as promptly as possible). If you require any corrections to be made in the data we hold about you, or if you wish to request the deletion of your personal data, you can inform us by email and we will action these amendments on your behalf.



## **10. Confidentiality**

- 10.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Donors, clients or suppliers of the other party except as permitted by clause 10.2.1.
- 10.2. Each party may disclose the other party's confidential information:
  - 10.2.1. to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these terms. Each party shall ensure that its employees, officers, representatives, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
  - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these terms.

## **11. Limitation of liability**

- 11.1. From the time of receipt of IT equipment from the Donor, TT assumes full responsibility and liability in law for any subsequent damage or injury arising directly from any such IT equipment that has been collected and for any claim made for such losses.
- 11.2. Nothing in these terms shall limit or exclude TT's liability for:
  - 11.2.1. death or personal injury caused by its negligence;
  - 11.2.2. fraud or fraudulent misrepresentation; or
  - 11.2.3. any other liability which cannot be limited or excluded by applicable law.
- 11.3. Subject to clause 11.2, TT shall not be liable to the Donor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms for any:
  - 11.3.1. loss of profits;
  - 11.3.2. loss of sales or business;
  - 11.3.3. loss of agreements or contracts;
  - 11.3.4. loss of anticipated savings;
  - 11.3.5. loss of or damage to goodwill;

11.3.6. loss of use or corruption of software, data or information; or

11.3.7. indirect or consequential loss.

11.4. Subject to clause 11.1, TT's total liability to the Donor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms shall be limited to the lesser of £1,000 or the aggregate charges payable by the Donor under these terms in the preceding 12-month period.

## 12. **Force majeure**

12.1. A Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

12.1.1. acts of God, flood, drought, earthquake or other natural disaster;

12.1.2. epidemic or pandemic;

12.1.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

12.1.4. nuclear, chemical or biological contamination or sonic boom;

12.1.5. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

12.1.6. collapse of buildings, fire, explosion or accident; and

12.1.7. any labour or trade dispute, strikes, industrial action or lockouts; and

12.1.8. interruption or failure of utility service.

12.2. Provided it has complied with clause 12.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under these terms by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of these terms or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.3. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party

12.3.1. The Affected Party shall as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on

which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

12.3.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate these terms by giving one weeks' written notice to the Affected Party.

### **13. Assignment and other dealings**

13.1. The Donor shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these terms.

13.2. TT may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under these terms, provided that TT gives prior written notice of such dealing to the Donor.

13.3. TT may subcontract all or part of its obligations under these terms but will be responsible for any failure of the sub-contractor.

### **14. Financial Donations**

14.1. If the Donor chooses to make a financial donation toward the charity they may do so online.

Any financial donations to The Turing Trust are non-refundable. Once a donation is received, it is considered a gift and cannot be returned or exchanged. By making a donation, the Donor acknowledges and agrees to the final and non-refundable nature of their contribution.

### **15. Variation**

15.1. No variation of these terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### **16. Waiver**

16.1. A waiver of any right or remedy under these terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

16.2. A failure or delay by a party to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **17. Rights and remedies**

17.1. The rights and remedies provided under these terms are in addition to, and not exclusive of, any rights or remedies provided by law.

## **18. Severance**

18.1. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.

18.2. If any provision or part-provision of these terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **19. Entire agreement**

19.1. These terms constitute the entire agreement between the parties.

19.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation {or negligent misstatement} based on any statement in these terms.

## 20. Conflict

- 20.1. If there is an inconsistency between any of the provisions of these terms and other documents, the provisions of these terms shall prevail.

## 21. No partnership or agency

- 21.1. Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 21.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 22. Third party rights

- 22.1. Unless it expressly states otherwise, these terms does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms.

## 23. Notices

- 23.1. Any notice given to a party under or in connection with these terms shall be in writing and shall be:
- 23.1.1. delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 23.1.2. sent by email to [info@turingtrust.co.uk](mailto:info@turingtrust.co.uk)
- 23.2. Any notice shall be deemed to have been received:
- 23.2.1. if delivered by hand, on signature of a delivery receipt;
- 23.2.2. if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- 23.2.3. if sent by email, at 9.00 am on the next Business Day after transmission.
- 23.3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **24. Counterparts**

24.1. These terms may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24.2. No counterpart shall be effective until each party has executed at least one counterpart.

## **25. Governing law**

25.1. These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland.

## **26. Jurisdiction**

26.1. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or its subject matter or formation.

26.2. These terms have been entered into on the date of the first transfer of equipment from the Donor to TT.