



## **Terms and Conditions**

### **1. The Items**

- 1.1 The University sells the Items to the Purchaser as second hand and used goods.
- 1.2 [The University sells and the Purchaser buys the Items [free from all liens, charges and encumbrances OR subject to those encumbrances listed in the Schedule.] OR [The Purchaser shall transfer such title as it has in the Items.]
- 1.3 The University makes no representations and gives no undertaking, warranty or indemnity as to the quality, condition, state, usage, nature description of the Items, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the Items are excluded to the fullest extent permitted by law.
- 1.4 The Purchaser acknowledges that it will purchase the Items "as seen" and has undertaken all due diligence that could be deemed necessary to ensure that the Item is satisfactory and suitable for the purposes of the Purchaser.

### **2. Collection**

The Purchaser will collect the Items at its own risk at a time and date agreed in advance with the University.

### **3. Risk**

Risk in the Items will pass to the Purchaser on collection.

### **4. Ownership**

Ownership of the Items will pass to the Purchaser on payment.

### **5. Manufacturer's warranties**

- 5.1 [To the extent that the benefit of any warranties made by the manufacturer or previous seller of the Equipment to the University can be assigned to the Purchaser, the University shall, if requested by the Purchaser and at cost of the Purchaser, assign them to the Purchaser.]
- 5.2 [Until such assignment, the University will co-operate with the Purchaser in any reasonable arrangements to provide the Purchaser with the benefit of such warranties or like condition including enforcement at the cost of and for the benefit of the Purchaser.]]

### **6. Limitation of liability**

- 6.1 Nothing in this agreement shall limit or exclude the University's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - (d) any matter in respect of which it would be unlawful for the University to exclude or restrict liability.



6.2 Subject to Clause 6.1:

(a) the University shall under no circumstances be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the agreement; and

(b) the University's total liability to the Purchaser for all other losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Price.

7. **Confidentiality**

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning this Agreement (subject to the University's obligations under FOIA).

8. **Entire Agreement**

Each party on behalf of itself acknowledges and agrees with the other party that this Contract constitutes the entire agreement and understanding between the parties and supersedes any previous arrangement, understanding or agreement between them. Nothing in this Agreement will, however, limit or exclude any liability for fraud.

9. **Assignment and Novation**

The Purchaser will not assign, novate or otherwise dispose of any or all of its rights and/or obligations under this Contract.

10. **Variation**

No variation of this Contract will be valid unless it is in writing and signed by or on behalf of each of the parties.

11. **Counterparts**

This Contract may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all the counterparts together will constitute one and the same instrument.

12. **Third Party Rights**

A person who is not a party to this Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

13. **Governing Law and Jurisdiction**

The formation, construction, performance, validity and all aspects whatsoever of this Contract (including non contractual disputes or claims) will be governed by English Law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.



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**SCHEDULE – ENCUMBRANCES [IF APPLICABLE]**

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