

TERMS AND CONDITIONS

**Brighton & Hove Soiree Rotary Club
Equipment Donation Form**

Please complete this “**Agreement**”, entering the details of the equipment in the rows below, then sign it and give it to “**Us**” when we collect your equipment. “**We**” are **Brighton & Hove Soiree Rotary Club**, and are a Registered Charity, number 1138898. Our Registered address is 165 Dyke Road, Brighton, BN3 1TL. Our contact email address is laptops@hove-soiree.co.uk

Your Details (“You”)

If you are donating on behalf of a company please include the full company name.

Full Name /
Company Name _____
Address _____
*(only for
collection of
equipment)*
Mobile Number _____ Email _____

Donated Equipment

Please list the equipment that you are donating below. Please note that we can only accept items that are in good working order. We recommend that all donated equipment is reset to its factory settings before handover.

Item ID (eg Sony vaio)	Item Description (eg laptop / tablet / ipad)	Model Number (eg ipad A1895)

By signing this form you agree to donate the Equipment to **Brighton & Hove Soiree Rotary Club** on the terms and conditions accompanying this form.

Signed by You :

Signed by Brighton & Hove Soiree Rotary Club:

Name:
Title:
Date:

Name:
Title:
Date:

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About these terms

Brighton & Hove Soiree Rotary Club (“**We / Us**”) is a registered Charity. Please see the top of the accompanying Equipment Donation Agreement (“**Form**”) for our full details. We are currently running a scheme to provide re-conditioned laptops to families whose children do not have access to a computer at home for online educational purposes (“**Purpose**”).

“**You**”, being the person or company identified as such in the accompanying equipment donation form, have agreed to donate the property itemised in the Form together with accompanying software, peripherals and documentation (collectively the “**Equipment**”) to Us free of charge, for Us to use in connection with the Purpose.

Agreed terms

1. You agree that the Equipment shall be donated to Us to use as we think fit for the Purpose. You warrant to Us that in donating the Equipment you have the requisite title to do so and that transfer to Us will be free from any encumbrances. If you signing on behalf of a company you warrant to Us that you have authority to sign the Form on the Company’s behalf.
2. At a mutually acceptable time and date, we will arrange a “**Handover**” and remove the Equipment from the address given by you in the Form. The sole consideration under this Agreement shall be the convenience of having the Equipment removed by Us. No monetary consideration shall be due to You under the terms of this Agreement.
3. The Agreement comes into effect upon collection by Us or otherwise receipt of the Equipment (“**Effective Date**”). We will inspect the Equipment to ensure that it is in good working order. We will have a reasonable period of time following collection to complete such inspection. Risk and title in all donated Equipment shall pass to Us upon completion of our inspection. You hereby transfer, assign and convey to Us, free from all liens, charges and encumbrances all of your right, title and interest in and to the Equipment.
4. We agree that, save as otherwise set out in these terms, this Equipment is provided to Us “**AS IS**” and without additional warranty whether express or implied.
5. We will use freely available software to permanently remove all data from the Equipment once title has passed to Us. Under no circumstances will we be responsible to You for retrieving any data following handover.

6. **Liability.** Neither party shall be liable to the other for any loss of profits, loss of use, interruption of business, or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the furnishing, performance, or Use of the Equipment provided for in this Agreement, whether alleged as a breach of contract or tortious conduct.
7. **Duration and Termination.** This Agreement commences on the Effective Date and will automatically expire upon completion of each party’s obligations unless terminated earlier by either party on providing seven (7) days written notice or immediately upon material breach of the Agreement’s terms by the other party, (provided however, that the purportedly breaching party shall have thirty (30) days in which to cure the purported breach). Termination or expiry of the Agreement shall not affect any of the parties’ rights and remedies that have accrued as at termination.
8. **Publicity and Confidentiality.** You agree that we may publicise that a donation has been made as part of the Purpose. We will not use your name or trademark in any promotional or marketing material (other than as required by legal, accounting or regulatory requirements) without your consent. Otherwise no party shall use any other party’s confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement or to comply with any legal, accounting or regulatory requirements
9. **How we will use your data.** We will only use your personal information in accordance with our privacy policy (available at <https://bit.ly/HSR-GDPR>)
10. **Notices.** If either party needs to notify the other under this Agreement, it will use the details given of the Form (as may be updated)
11. **Third party rights.** No one other than a party to this Agreement shall have any right to enforce any of its terms.
12. **Governing law and jurisdiction.** The Agreement, 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 England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.