1 DEFINITIONS

In these terms and conditions the following words shall have the following meanings:

Commencement Date: the date you Enrol on to the Course.

Course: the following undergraduate degree courses:
BSc Informatics

Enrol/Enrolling: The process of enrolling online onto the Course

Equipment: the Equipment as set out in Clause 3 including all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Fees: the Course fees

University: Coventry University Faculty of Engineering, Environment and Computing, Priory Street, Coventry, CV1 5FB

You/Your: A student who is in year two and who has not already received the Equipment and who accepts the Equipment based on these terms and conditions as amended from time to time in accordance with clause 3.4 or clause 15

2 GENERAL

2.1 This agreement sets out the terms and conditions under which the University shall give the Equipment to You and excludes any other terms that You seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealings.

2.2 For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the University and no representation written or oral, correspondence or statement shall form part of this agreement.

3 EQUIPMENT

3.1 In consideration of You paying the Fees and Enrolling on to the Course the University shall give the Equipment to You for Your use for the purpose of Your academic studies subject to the terms and conditions of this agreement.

3.2 The Equipment shall have the following specifications:

Moto 360 Watch

3.3 The Equipment is subject to availability. For the avoidance of doubt the Equipment does not include any additional software other than the standard software supplied by the manufacturer.

3.4 The University reserves the right to amend the specification of the Equipment at any time.

4 COLLECTION

4.1 You may collect the Equipment at a time and place designated by the University.

5 TITLE, RISK, INSURANCE AND WITHDRAWALS
5.1 All title and risk in the Equipment shall pass to You upon collection. In particular, the risk of loss, theft, damage or destruction of the Equipment shall pass to You on collection. No replacement will be provided. Insurance shall be your responsibility and at your own expense.

5.2 The Equipment has a 12 month warranty and You are responsible for dealing directly with the manufacturer of the Equipment who is the warrantor.

5.3 In the event that You withdraw from Your Course within 14 days of Enrolling date you shall, at the University’s discretion and instruction, either return the Equipment or pay the University the cost of replacement Equipment

6 YOUR RESPONSIBILITIES

6.1 You shall for the period you are enrolled on your Course:

6.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions provided by the University and the manufacturer;

6.1.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe;

6.1.3 maintain at Your own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the date your Equipment was collected from the University (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and make good any damage to the Equipment for items not covered in the manufacturer's warranty;

6.1.4 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it;

6.1.5 ensure that You bring the Equipment to necessary classes, workshops, activities and assessments as failure to do so will affect Your participation in the Course;

6.1.6 ensure that appropriate virus and malware checking is set up and kept up to date; and

6.1.7 only use the Equipment in accordance with the University’s IT policies and regulations and other applicable policies and regulations in force at that time.

7 INDEMNITY

7.1 You acknowledge that the University shall not be responsible for any loss of or damage to the Equipment arising out of, or in connection with, any negligence, misuse, mishandling of the Equipment or otherwise caused by You and You undertake to indemnify the University on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by You to comply with the terms of this agreement.

7.2 In the event of theft, loss or damage beyond repair You agree to replace the Equipment at your own expense, as it will be required for your studies.

8 EXCLUSION OF LIABILITY

8.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the University to You in respect of any claim whatsoever or breach of this
agreement, whether or not arising out of negligence, shall be limited to repair or replacement of the Equipment.

8.2 In no event shall the University be liable to You for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the University had been made aware of the possibility of You incurring such a loss.

9 ASSIGNMENT

You shall not be entitled to assign Your rights or obligations or delegate Your duties under this agreement.

10 SEVERABILITY

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this agreement has been agreed with the invalid illegal or unenforceable provision eliminated.

11 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at anytime subsequently to enforce all terms and conditions of this agreement.

12 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

13 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer, any rights on a third party.

14 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

15 VARIATION

The University may make reasonable variations to this agreement at any time upon notice to You.