



University of South Wales | Prifysgol De Cymru

IT Services/ Gwasanaethau TG

Sale of Second-hand IT equipment

The University of South Wales is the current owner of the IT equipment and this document is authorisation of sale.

Date:

Equipment Details:

Item Description (PC/MAC/Tablet):.....

Serial Number(s):.....

University Asset number(s):

Other Item included (circle as appropriate) Keyboard / Mouse /Power Leads

Total Amount excluding Vat:

Total Including Vat:

The Goods sold to you by the University of South Wales are subject to the standard terms & conditions stipulated overleaf. Please sign this document to confirm that you have read and understood the conditions of this Contract.

PC Support:-

University Software identified

System reimaged with the original operating System.

All Microsoft and other University software removed.

Item Removed from Inventory.

Software identified on Software database (purchasing)

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To be signed by the Buyer of the Goods.

Name:

Department

Date:

Signature:

Official Use Only:

Print Name:

Signature & Date:

Cashier:

Signature & Date

Income Budget Code - tba

Terms & Conditions:

<p>1. <u>DEFINITIONS</u></p> <p>1.1 "University" means University of South Wales</p> <p>1.2 "Buyer" means the person placing an order whether orally, in writing or otherwise, with the University.</p> <p>1.3 "Goods" means all those goods and materials, being second-hand goods and materials, which are the subject of the Buyer's order and which are to be supplied to the Buyer by the University under these Conditions.</p> <p>1.4 "Contract" means the contract for the supply of Goods formed by the University's acceptance (which, however made or communicated, shall be deemed made subject to these Conditions) of the Buyer's order.</p> <p>2. <u>ORDERS</u></p> <p>2.1 Orders are accepted by the University subject to the availability of Goods.</p> <p>2.2 The Buyer shall be responsible for the collection of the Goods at a location and time as is notified to the Buyer by the University.</p> <p>2.3 Although the University will use all reasonable efforts to make the Goods available on the collection dates, it shall not be liable to the Buyer for any loss or damage, whether direct, indirect or consequential if it is delayed or prevented, in whole or in part, from making the Goods available for collection.</p> <p>2.4 If the Buyer refuses or fails to take collection of the Goods on the date of collection, the University will be entitled at its discretion to store the Goods at the risk of the Buyer and the Buyer shall in addition to the price payable under clause 7 pay all costs and expenses of such storage and any additional costs of carriage incurred.</p> <p>2.5 The University reserves the right to make Goods available for collection in instalments where appropriate and at its discretion.</p> <p>2.6 Where the University makes available for collection a quantity of Goods which reasonable approximates to the stipulated amount of the Buyer's order (whether more or less) on a rateable adjustment of the total price then the Buyer shall accept the supply of such quantity of the goods.</p> <p>2.7 All Goods must be inspected by the Buyer immediately on collection. If any Goods are damaged or lost or if (subject to clause 5.6) there has been short collection, the Buyer must accordingly submit a detailed written claim to the University within three days of collection of the Goods. Failure to make any such claim within the said three days shall release the University from any liability in respect of damage or loss or short collection.</p> <p>3. <u>RISKS</u></p> <p>3.1 Except as otherwise provided in these Conditions, the risk of loss or damage to the Goods shall pass to the Buyer upon collection of the goods in accordance with clause.</p> <p>3.2 The user accepts responsibility for the proper disposal of any transferred equipment in accordance with WEEE requirements etc and removes all such responsibilities from the university.</p> <p>4. <u>PRICE</u></p> <p>4.1 The price payable for the Goods shall be as per the quoted by procurement officer relating to the Goods unless otherwise stipulated in writing by the University.</p> <p>4.2 The price is exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Goods all of which shall be added to the price for the Buyer's account unless otherwise stipulated in writing by the University.</p> <p>5. <u>PAYMENT</u></p> <p>5.1 Unless otherwise agreed in writing, the Buyer shall make payment for the goods in pounds sterling on collection.</p>	<p>5.2 If payment is not made when due then the University may without prejudice to its other rights, refuse to allow the Buyer to collect the Goods and charge interest at an annual rate of 2% above the current base rate of National Westminster Bank plc to be calculated on a day to day basis on the balance outstanding until payment is made in full.</p> <p>5.3 The Buyer shall not purport to set off or withhold any payments claimed or due to the University under this or any other contract.</p> <p>6. <u>LIABILITY</u></p> <p>6.1 The University shall under no circumstances be liable for any indirect, special or consequential loss (including loss of anticipated profit or third party claims) howsoever arising either from breach or non-performance of any of its obligations under the Contract or from the supply of or intended use of the goods, even if the University has been advised of the possibility of such potential loss, except that the University shall be liable for loss arising from death or personal injury resulting from the proven negligence of the University and except that nothing in these Conditions of Sale shall have the effect of excluding or limiting liability under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product, or to a dependent or relative of such person.</p> <p>6.2 The University makes no representation or warranty that use of the Goods does not infringe the rights of any third party and the University accepts no liability in this respect.</p> <p>6.3 The University accepts and does not seek to limit or exclude liability for any death or personal injury caused to the Buyer by reason of the University's negligence.</p> <p>6.4 The items sold to the Buyer under this Contract of Sale are second-hand, having already been used by the University. Accordingly, the Buyer agrees to take the Goods in their current state, after having satisfied himself by inspection, as to their quality and fitness for the purpose for which the Buyer requires them. The University gives no warranties in relation to the quality of the goods or their suitability for any purpose, and all such warranties, whether express or implied by statute, common law or otherwise howsoever, are hereby excluded.</p> <p>7. <u>TERMINATION</u></p> <p>Should the Buyer make default in any payment or otherwise be in breach of its obligations to the University or compound with or execute an assignment for the benefit of its creditors or commit any act of bankruptcy or being a company enter into voluntary or compulsory liquidation or suffer a receiver or administrative receiver or administrator to be appointed over all or any part of its assets or take or suffer any similar action in consequence of debt or become insolvent or should the University have reasonable cause to believe that any of these likely to occur, the University may, by notice in writing to the Buyer, without prejudice to any other rights, forthwith suspend or cancel any uncompleted part of the Contract or stop any Goods in transit or require payment in advance or satisfactory security for further deliveries under the Contract.</p> <p>8. <u>FORCE MAJEURE</u></p> <p>The University shall not be liable to the Buyer for any loss or damage caused to or suffered by the Buyer as a direct or indirect result of the supply of the Goods by the University being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the University.</p> <p>14. <u>SEVERABILITY</u></p> <p>If any of the terms and conditions of the Contract (or part thereof) shall be found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such term or condition (or part thereof) shall not affect any other term or condition (or the other part of the term or condition of which such invalid, ineffective or unenforceable part forms part) and all terms and conditions (or parts thereof) not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.</p> <p>15. <u>GOVERNING LAW</u></p> <p>The construction, validity and performance of the Contract shall be governed by English law and by entering into the Contract the parties submit to the jurisdiction of the English courts.</p>
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