

Dumfries and Galloway College ICT Equipment Loan Agreement

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1 General

1.1 This Agreement is made between Dumfries and Galloway College (“the College”) and the loanee (“You/Your”) for the loan of any device or associated equipment (“the ICT equipment”). This Agreement will prevail over any previous agreement relating to the ICT equipment. No variation to this Agreement will be binding unless made in writing and agreed by both parties.

1.2 In order to be eligible for the loan of the ICT equipment from the College, you must be a current student with a valid Student ID card, ICT username and password.

1.3 You agree to use the ICT equipment in accordance with the College’s ICT Acceptable Use Policy and to sign this loan agreement.

2 Loan and Return of ICT equipment

2.1 Upon registering interest with Digital Services, the College agrees to loan you the ICT equipment as itemized in the ICT Equipment Loan Record and Movement Order Form (Appendix 1.) in accordance with these terms and conditions.

2.2 The ICT equipment may be collected by You at a specified time and location pre-determined by the Digital Services team.

2.3 The ICT equipment must be returned to the Digital Services Team by the date specified on the ICT Equipment Loan Record and Movement Order. Should any amendment to this date be required, it must be agreed in writing with Digital Services Management.

2.4 The ICT equipment must be returned to the Digital Services team immediately if you are suspended, excluded withdraw from or complete Your studies at the college.

2.5 If you fail to return the ICT equipment by the specified date You will be charged a fine at a rate of £5 per day. Failure to return any overdue ICT equipment within one week of the return date will result in your ICT account being disabled. The College reserves the right to take appropriate action to recover the ICT equipment or to charge You for the full cost of replacing an updated version of the ICT equipment.

3 Your Responsibilities

3.1 Upon receipt of the ICT equipment, You undertake to maintain it properly.

3.2 No software other than the preinstalled packages must be installed without agreement from the Digital Services team.

3.3 Any data saved to the local drive of any of the ICT equipment by You must be deleted upon its return.

3.4 You are required to inform the College as soon as possible of any faults with the ICT equipment. Where a fault occurs on a weekend or in the evening, You must inform Digital Services the next working day, making it clear that the ICT equipment is a loan item. You must NOT attempt to fix any hardware problems yourself as this could invalidate the warranty and leave you liable for damages/replacement costs.

3.5 You must return the ICT equipment to the College in the same condition as you received it in (except for reasonable wear and tear), include all packaging, documentation and associated cables

3.6 In the event that You do not return the ICT equipment to the College, and the College in accordance with Clause 2.5 charges You for the cost of the ICT equipment, You agree to comply with any laws governing the disposal of the electronic equipment at the expiry of the life of the ICT equipment and indemnify the College of any liability it may incur as a result of your breach of this clause.

4 Damage to or loss of the ICT equipment

4.1 You accept full responsibility for any loss or damage to the ICT equipment caused by Your negligence or improper use. "Improper Use" includes (but is not limited to); using the ICT equipment other than in accordance with the manufacturer and/or the College's instructions, using the ICT equipment for a purpose other than the intended or allowing the equipment out of your control and custody, and failing to protect it from loss or damage.

4.2 You undertake that You have sufficient household insurance to afford protection to the ICT equipment both inside and outside of Your place of residence. In the event that the ICT equipment is lost or damaged as a consequence of Your failure to comply with Clause 4.1, You will be required to reimburse the College for the cost of repairing or replacing the ICT equipment.

5 Third Party Rights

5.1 It is a condition of this Agreement that You will not use or allow the ICT equipment to be used in any way that will breach any third party rights, including but not limited to any rights in respect of confidential information or trade secrets, patent, copyright, design right, design registration, trademark or any other intellectual property rights or title.

5.2 You will indemnify the College and ensure that the College is fully and effectively indemnified against any claims by third parties for infringement of their rights caused by Your use of the ICT equipment. Furthermore, You will ensure that the College is indemnified in respect of any loss or expense including legal fees which the College may incur in connection with any such claim or threatened claim by a third party.

5.3 If You breach any of the provisions in Clause 5.1, the College may at its discretion terminate this Agreement forthwith in which event the provisions in Clause 2 will apply.

6 Contacts (Rights of Third Parties) Act 1999

6.1 This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

7 Liability

7.1 The College will indemnify You and keep you fully and effectively indemnified against loss or damage to any property or injury to or death of any person caused by any negligent act or omissions or willful misconduct by the College, its employees, agents or sub-agents.

7.2 The College shall not in any event be liable for any consequential loss or loss of profits or of contract whatsoever.

7.3 Except in respect of injury to or death of any person, for which no limit applies, the College's liability under this Agreement or in tort in respect of each event or series of connected events shall not exceed the total value of the ICT equipment.

8 Termination

8.1 The College may suspend or terminate this Agreement for the loan of ICT equipment if You fail to meet any of Your obligations under this Agreement. Where the Agreement is terminated, You will be required to return the ICT equipment to the College forthwith and the provisions of Clause 2 will apply.

9 Data Protection

9.1 All information and supporting documentation supplied by You with this Agreement will be used for the sole purpose of providing the ICT equipment. Your ICT Equipment Loan Record and related information will be held and maintained in accordance with the provisions of Data Protection Regulation. The data will not be passed to any other third party without Your consent, except when the College is required to do so by law.

10 Waiver of Remedies

10.1 No forbearance, delay or indulgence by the College in enforcing the provisions of this Agreement shall prejudice or restrict its rights in any way, nor shall any waiver of the College's rights operate as a waiver of any subsequent breach nor in any way affect the validity of the whole or any part of this Agreement not prejudice the College's rights to take subsequent action.

11 Severability

11.1 If any of these conditions is considered void, voidable or otherwise unenforceable by a tribunal or proceedings of competent jurisdiction then it must be severed from the Agreement in question which will otherwise remain in full force and effect.

12 Notices

12.1 Any notice to be given under this Agreement will be in writing and transmitted by email, facsimile or delivered, or forwarded by first class prepaid letter to the receiving party.

13 Law

13.1 the construction and performance of these conditions will be governed by Scottish law. All disputes which may arise under, out of or in connection with or in relation to these conditions, will be submitted to the Scottish courts.

Appendix 1 - ICT Equipment Loan Record and Movement Order Form

Agreement Number:	0000	Date to be returned:	DD/MM/YYYY
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EQUIPMENT DETAILS:

Date of Receipt:	16/05/2020
Device ID:	
Device Description:	Chromebook
Device S/N:	5CD0090115
Charger present:	<input checked="" type="checkbox"/> Y/N
Package present:	<input checked="" type="checkbox"/> Y/N

Should you require any assistance with your loan ICT equipment, please contact a member of the Digital Services Team by emailing digitalservices@dumgal.ac.uk

I hereby acknowledge the receipt of the equipment listed above. I have read and understood this agreement and will comply with the terms and conditions therein.

Loanee:

Print Name:	Teresa Holroyd	Username:	
Signature:		Date:	18/5/2020

Digital Services Use Only:

I hereby authorise the release of the ICT equipment listed above to the loanee.

Print Name:	Darren Morton		
Signature:	Darren Morton	Date:	18/5/2020