

DigiLocal Equipment Donation Form

For each Equipment donation, please complete, sign and send this form to us using our contact details below.

We are **DigiLocal CIO** a Registered Charity (number 1185746). Our address is Engine Shed, Bristol BS1 6QH. Our contact email address is laptops@digilocal.org.uk and our telephone number is 0773 9705578 (“DigiLocal”, “us” or “we”).

Your Details (“You”)

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

Name/Company Name _____
Address _____
(for collection of Donated Equipment) _____
Email _____ Telephone: _____

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. If you are making a tax claim on the donated equipment, please include the Fair Market Value so we can issue a corresponding in-kind receipt note.

Item ID	Number of Items	Item Description	Fair Market Value (optional)

By signing this form you agree to donate the Equipment to DigiLocal on the terms and conditions accompanying this form.

Signed by You :

Name:
Title:
Date:

Signed by DigiLocal:

Dr John Bradford
CEO
Date:

TERMS AND CONDITIONS

About these terms

DigiLocal CIO is a registered Charity. Please see the top of the accompanying Equipment Donation form ("Form") for our full details. We are currently running a scheme to provide re-conditioned laptops to vulnerable families for 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 "Equipment") to DigiLocal free of charge, for DigiLocal to use in connection with the Purpose.

Agreed terms

1. You agree that the Equipment shall be donated to DigiLocal for DigiLocal to use as it thinks 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, DigiLocal will, at DigiLocal's sole cost and expense, 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 DigiLocal. 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). DigiLocal 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 that is found to be in good working order shall pass to DigiLocal upon completion of our inspection. You hereby transfer, assign and convey to DigiLocal, free from all liens, charges and encumbrances all of your right, title and interest in and to the Equipment.
4. For Equipment which is deemed by DigiLocal to be not in good working order, title and risk shall not be deemed to have transferred to DigiLocal. DigiLocal shall notify you (which shall include without limitation by email) and You shall arrange with DigiLocal to have the Equipment returned to you, at your expense.
5. 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.
6. You will remove all data from the Equipment prior to handover to us. Under no circumstances will DigiLocal

be responsible to You for loss of or destruction of any data following handover. If you are a company, you will indemnify us for any losses incurred by us as a result of a breach by you of this clause.

7. **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.
8. **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 sixty (30) 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 twenty (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.
9. **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
10. **How we will use your data.** We will only use your personal information in accordance with our [privacy policy](https://digilocal.org.uk/privacy-policy) (available at <https://digilocal.org.uk/data-policy/>) as updated from time to time.
11. **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)
12. **Third party rights.** No one other than a party to this agreement shall have any right to enforce any of its terms.
13. **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.