



# **Student IT Equipment Short Loan Terms and Conditions**

## 1. General

- 1.1 These terms and conditions set out the basis upon which the University of Wolverhampton (**University**) will loan a laptop and any associated equipment (**IT equipment**) on a short term basis to a student (**You/Your**).
- 1.2 In order to be eligible for the loan of the IT equipment from the University, You must be a current student at the University have a valid, IT Username and password and not have any outstanding debt to the University.
- 1.3 You agree to use the IT equipment in accordance with the University's IT policies of use and sign an IT equipment Loan Record (Appendix 1) when you wish to loan IT equipment.
- 1.4 Only one laptop can be borrowed at a time.
- 1.5 You should abide by the terms and conditions set out in the University's [Acceptable Use of IT Facilities](#) document.

## 2. Loan and Return of IT equipment

- 2.1 The IT equipment will be loaned for a maximum period of 6 hours but should be returned before the closing time of the loaning library
- 2.2 The IT equipment must only be used on campus and should not be taken off the University's premises at any point of the loan
- 2.3 If You fail to return the IT equipment by the specified time, this will result in a fine being charged at a rate of £1 per hour up to a maximum of £20. The University reserves the right to take appropriate action to recover the IT equipment or to charge You for the full cost of replacing an updated version of the IT equipment if you fail to return the IT equipment at all.

## 3. Your Responsibilities

- 3.1 Upon receipt of the IT equipment, You undertake to maintain it appropriately.
- 3.2 Any software installed or files downloaded to the IT equipment must be in accordance with the appropriate software licensing and adhere to UK copyright law. You are not allowed to download any software which is not first authorised by the University.
- 3.3 Any work saved to the hard drive of any of the IT equipment by You must be deleted upon its return. You should save files and data to your One Drive storage or an external device. Any data stored on the laptop may be removed or deleted when returned by the University. Please ensure you have deleted any sensitive or confidential information before returning. The University cannot be responsible for any data loss whilst using the device
- 3.4 You are required to inform the University as soon as possible of any faults with the IT equipment. Where the fault occurs on a weekend or in the evening You must inform the IT Help Desk on the next available working day, making it clear that the IT 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 damage/replacement costs.

- 3.5** You must notify a member of library staff immediately if the laptop you have self-issued has any damage or faults at the beginning of your loan.
- 3.6** You must return the IT equipment to the University in the same condition as You received it in.
- 3.7** In the event that You do not return the IT equipment to the University at all, and the University as a result in accordance with Clause **2.3** charges You for the cost of the IT equipment, You agree to comply with any laws governing the disposal of electronic equipment at the expiry of the life of the IT equipment and indemnify the University for any liability it may incur as a result of your breach of this clause.

#### **4. Damage to or Loss of the IT equipment**

- 4.1** You accept full responsibility for any loss or damage to the IT equipment caused by Your negligence or improper use. "Improper Use" includes (but is not limited to), using the IT equipment otherwise than in accordance with the manufacturer's and/or the University's instructions, using the IT equipment for a purpose other than intended or allowing the equipment out of your control and custody and failing to protect it from loss or damage.
- 4.2** In the event that the IT equipment is lost or damaged as a consequence of Your failure to comply with the above clause **4.1**. You will be required to reimburse the University for the cost of repairing or replacing the IT equipment.

#### **5. Third Party Rights**

- 5.1** You will not use or allow the IT 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, trade mark or any other intellectual property rights or title.
- 5.2** You will indemnify the University and ensure that the University is fully and effectively indemnified against any claims by third parties for infringement of their rights caused by Your use of the IT equipment. Furthermore You will ensure that the University is indemnified in respect of any loss or expense including legal fees which the University may incur in connection with any such claim or threatened claim by a third party.

#### **6. Liability**

- 6.1** The University 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 omission or wilful misconduct by the University, its employees, agents or sub-agents.
- 6.2** Neither the University or You shall in any event be liable for any consequential loss or loss of profits or of contract whatsoever.

- 6.3** Except in respect of injury to or death of any person, for which no limit applies, the University's liability to You however arising shall not exceed the total value of the IT equipment.

## **7. Breach**

- 7.1** The University reserves the right to take disciplinary action against You under the Student Disciplinary Procedure if You breach these terms and conditions.
- 7.2** In place of or in addition to any sanction set out the Student Disciplinary Procedure, the University reserves the right to suspend or terminate Your entitlement to borrow any IT equipment in the future or to impose reasonable conditions on any future loans of IT equipment to You.

## **8. Data Protection**

- 8.1** All information and supporting documentation supplied by you will be used for the sole purpose of providing the IT equipment. Your IT loan record and related information will be held and maintained in accordance with the provisions of UK data protection legislation. The data will not be passed to any other third party without your consent, except when the University is required to do so by law.