

# Laptop Offer Terms and Conditions



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## 1. Definition

In these Terms and Conditions, the following words shall have the following meanings:

**1.1 Institute:** refers to Bloomsbury Institute.

**1.2 Commencement Date:** the date your course starts.

**1.3 Course:** any programme of study offered by the Institute.

**1.4 Enrol/Enrolling:** The process where the Institute enrolls you/confirms your registration as a student onto your Course.

**1.5 Equipment:** A laptop and Windows Defender, that shall include:

- Substitutions
- Replacements
- Renewals
- Related items (manuals, etc)

## 2. General

**2.1** This document sets out the Terms and Conditions (i) under which the Institute shall provide you with the Equipment; and (ii) which you shall comply with.

**2.2** These Terms and Conditions exclude any other terms or conditions that you seek to impose or incorporate, or which may be implied by trade, custom, practice, or course of dealings.

**2.3** For the avoidance of doubt, no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Institute and no representation written or oral, correspondence or statement shall form part of these Terms and Conditions.

## 3. Equipment

**3.1** In consideration of you (i) paying the tuition fee or required fee deposit or having an approved Tuition Fee Loan from the SLC; and (ii) enrolling on to the Course, the Institute shall give the Equipment to you for your use for the purpose of your academic studies, subject to these Terms and Conditions.

**3.2** The Equipment is subject to availability. If the Equipment is not available an alternative of equal value will be sourced.

**3.3** The Institute reserves the right to amend the specification of the Equipment at any time.

**3.4** The Equipment will be handed over unopened as new. Office 365 is available for all Bloomsbury Institute students to download and install themselves free of charge.

## 4. Collection

**4.1** You may collect the Equipment at a time and place designated by the Institute after you have (i) paid the tuition fee or required fee deposit or you have an approved Tuition Fee Loan from the SLC; and (ii) you have enrolled on to your Course.

## 5. Title, Risk, Insurance and Withdrawals

5.1 All title and risk in the Equipment shall pass to you upon collection.

5.2 The risk of the following pass to you on collection of the Equipment:

- Loss
- Damage
- Theft
- Destruction

5.3 In the case of the above, no replacement will be provided. Insurance shall be your responsibility and at your own expense.

5.4 The Equipment has a 3-year warranty and you are responsible for dealing directly with the manufacturer of the Equipment who is the warrantor.

5.5 In the event that you withdraw from your Course or are deemed withdrawn due to non-engagement, you shall either return the Equipment to the Institute, or pay the Institute the cost of replacement Equipment.

## 6. Your Responsibilities

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

- Ensure that the Equipment is used in a suitable manner and used only for the purposes for which it is designed, in accordance with any operating instructions provided by the Institute and the manufacturer.
- Comply with all safety and usage instructions provided by the manufacturer.
- Ensure at your own expense that the equipment is kept in good repair (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.
- 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.
- Ensure that appropriate virus and malware checking is set up and kept up to date.
- Ensure the Equipment is used only in accordance with the Institute's IT regulations and policies and any other applicable regulations and policies in force at that time.

## 7. Indemnity

7.1 You acknowledge that the Institute 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 Institute 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 these Terms and Conditions.

**7.2** In the event of theft, loss or damage beyond repair you agree to make alternative arrangements at your own expense.

## **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 Institute to you in respect of any claim whatsoever or breach of these Terms and Conditions, whether or not arising out of negligence, shall be limited to repair or replacement of the Equipment.

**8.2** In no event shall the Institute 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 Institute had been made aware of the possibility of you incurring such a loss.

## **9. Assignment**

**9.1** You shall not be entitled to assign your rights or obligations or delegate your duties under these Terms and Conditions.

## **10. Severability**

**10.1** If any provision these Terms and Conditions are held invalid, illegal, or unenforceable for any reason by any court or tribunal of competent jurisdiction such provision shall be severed and the remainder of the Terms and Conditions shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **11. Waiver**

**11.1** The failure by either party to enforce at any time or for any period any one or more of these Terms and Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all or any of the Terms and Conditions.

## **12. Entire set of Terms of Conditions**

**12.1** These Terms and Conditions contain the entire set of Terms and Conditions between the parties relating to the subject matter and they supersede any previous agreements, arrangements, undertakings or proposals, oral or written.

## **13. No Third Parties**

**13.1** Nothing in these Terms and Conditions are intended to, nor shall they confer, any rights on a third party.

## **14. Governing Law and Jurisdiction**

**14.1** These Terms and Conditions 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**

**15.1** The Institute may make reasonable variations to these Terms and Conditions at any time upon notice to you.