

## Terms and Conditions

### 1. **The Items**

- 1.1 The University sells the Items to the Purchaser as second hand and used goods.
- 1.2 The University gives no undertaking, warranty or indemnity as to the quality, usage or nature of the Items.
- 1.3 The Purchaser acknowledges that it will purchase the Items "as seen" and has undertaken all due diligence that could be deemed necessary to ensure that the Item is satisfactory and suitable for the purposes of the Purchaser.

### 2. **Collection**

The Purchaser will collect the Items at its own risk at a time and date agreed in advance with the University.

### 3. **Risk**

Risk in the Items will pass to the Purchaser on collection.

### 4. **Ownership**

Ownership of the Items will pass to the Purchaser on payment.

### 5. **Entire Agreement**

Each party on behalf of itself acknowledges and agrees with the other party that this Contract constitutes the entire agreement and understanding between the parties and supersedes any previous arrangement, understanding or agreement between them. Nothing in this Agreement will, however, limit or exclude any liability for fraud.

### 6. **Assignment and Novation**

The Purchaser will not assign, novate or otherwise dispose of any or all of its rights and/or obligations under this Contract.

### 7. **Variation**

No variation of this Contract will be valid unless it is in writing and signed by or on behalf of each of the parties.

### 8. **Counterparts**

This Contract may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all the counterparts together will constitute one and the same instrument.

### 9. **Third Party Rights**

A person who is not a party to this Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

### 10. **Governing Law and Jurisdiction**

The formation, construction, performance, validity and all aspects whatsoever of this Contract (including non contractual disputes or claims) will be governed by English Law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.