**DONATION AGREEMENT**

**OFFER**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts and having its main administrative offices at Old College, South Bridge Edinburgh, EH8 9YL (“the University”) offers to donate to the Beneficiary (defined below) the Goods (defined below) on the terms and conditions set out in this offer and the annexed Standard Terms and Conditions for the Donation of Goods.

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| --- |
| 1. **The Beneficiary**   *Add contact name, organisation name and full postal address* |
| 1. **The Goods:**   <<<< please list all items to be donated here – must be non-hazardous / non-chemical and in working order>>> |
| 1. **The Specification:**   [*insert specification/description of goods to be supplied]* |
| 1. **The Delivery Period:**   [*Goods for collection by the beneficiary on or by <<enter date>>* |
| 1. **The Delivery Address:**   The Beneficiary shall collect the Goods at  *Enter full collection address* |
| 1. **Transport Costs:**   If applicable, the Beneficiary shall pay *Insert cost for transport* towards transport costs. |
| 1. **The Standard Conditions**:   The University’s Standard Terms and Conditions for the Donation of Goods as set out in the schedule annexed to, and which forms an integral part of, the Contract. |
| 1. **The Contract:**   The contract between the University and the Beneficiary for the donation of the Goods is made up of this offer, the Standard Terms and Conditions for the Donation of Goods and the acceptance by the Beneficiary of this offer and the Standard Terms and Conditions for the Donation of Goods as per attached. |

This offer, unless previously withdrawn, remains open for acceptance for the period of thirty days following the date of the University’s signature failing which this offer shall lapse automatically. To accept this offer please return one copy of this offer signed and dated to *name, job title and address of University employee who is authorized to make this donation*

|  |  |
| --- | --- |
| Signature:  Authorised signatory of the University | Date: |

**ACCEPTANCE OF OFFER**

On behalf of the Beneficiary, I hereby accept the foregoing offer on the terms and conditions set out in this offer and the annexed Standard Terms and Conditions for the Donation of Goods

|  |  |
| --- | --- |
| Signature:  Authorised signatory for the Beneficiary | Date: |

**STANDARD TERMS AND CONDITIONS FOR THE DONATION OF GOODS**

Between

**The University Court of the University of Edinburgh**, a charitable body registered in Scotland under the registration number SC005336, incorporated under the Universities (Scotland) Acts and having its principal administrative offices at Old College, South Bridge, Edinburgh, EH8 9YL (the “University”)

And

**The Beneficiary**

1. **INTERPRETATION**
   1. **Definitions.** In these Conditions, the following definitions apply:
      1. **The Beneficiary, University, Goods, Specification, Delivery Period, Delivery Address, the Standard Conditions, and the Contract all have the meanings given in the Offer;** and
      2. **Business Day**: a day (other than a Saturday, Sunday or public holiday) when banks in Scotland are open for business.
2. **BASIS OF CONTRACT**
   1. These Conditions apply to the Contract to the exclusion of any other terms that the Beneficiary seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
   2. By countersigning this Contract, the Beneficiary accepts the foregoing Offer on the terms and conditions set out in this Contract.
   3. The Contract constitutes the entire agreement between the parties. The Beneficiary acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the University which is not set out in the Contract.
   4. Any samples, drawings, descriptive matter, or advertising produced by the University and any descriptions or illustrations contained in the University's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
3. **GOODS**
   1. The Goods are described in the University's Offer.
   2. The University reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
4. **DELIVERY**
   1. The University shall ensure that:
5. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Beneficiary and University reference numbers, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
6. if the University requires the Beneficiary to return any packaging materials to the University, that fact shall clearly be stated on the delivery note. The Beneficiary shall make any such packaging materials available for collection at such times as the University shall reasonably request. Returns of packaging materials shall be at the University's expense.
   1. The Beneficiary shall collect the Goods from the Delivery Address within fifteen Business Days of the University notifying the Beneficiary that the Goods are ready for collection.
   2. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
   3. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The University shall not be liable for any delay in delivery of the Goods.
   4. The University shall have no liability for any failure to deliver the Goods.
   5. If the Beneficiary fails to take delivery of the Goods within fifteen Business Days of the University notifying the Beneficiary that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the University's failure to comply with its obligations under the Contract, the University reserves the right to withdraw the Offer and donate the Goods to a third party.
7. **QUALITY**
   1. The Beneficiary acknowledges and agrees that (i) the Goods are second hand goods and have previously been used by the University or third parties, (ii) the Goods have been inspected by the Beneficiary prior to signing the Order and the Beneficiary accepts the Goods in the state they were presented to it; (iii) the Goods have not been tested by the University for safety and efficacy, (iv) the Specification is an outline in nature and is not intended to be comprehensive and (iv) the Client’s use of the Goods are at its own risk.
   2. The University shall have no liability to the Beneficiary in respect of the Goods' failure to meet the Specification.
   3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
8. **TITLE AND RISK**
   1. Title and risk in the Goods shall pass to the Beneficiary on completion of delivery.
9. **PRICE AND PAYMENT**
   1. As consideration for the supply of the Goods, the Client shall pay the Transport Costs in Pounds Sterling to the University.
   2. The Transport Costs are exclusive of amounts in respect of value added tax (**VAT**). The Beneficiary shall, on receipt of a valid VAT invoice from the University, pay to the University such additional amounts in respect of VAT as are chargeable.
   3. The Beneficiary shall pay the invoice in full and in cleared funds within 20 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the University.
   4. If the Beneficiary fails to make any payment due to the University under the Contract by the due date for payment (due date), then the Beneficiary shall pay interest on the overdue amount at the rate of 4% per annum above The Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Beneficiary shall pay the interest together with the overdue amount.
10. **TERMINATION RIGHTS**
    1. The University reserves the right to terminate this Contract, cancel or suspend delivery of the Goods by giving 7 days’ prior written notice to the Beneficiary without incurring any liability to the Beneficiary.
11. **LIMITATION OF LIABILITY AND INDEMNITY**
    1. Nothing in these Conditions shall limit or exclude the University's liability for:
12. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
13. fraud or fraudulent misrepresentation; or
14. any matter in respect of which it would be unlawful for the University to exclude or restrict liability.
    1. Subject to clause 9.1:
15. the University shall under no circumstances whatever be liable to the Beneficiary, whether in contract, delict, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
16. the University's total liability to the Beneficiary in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the Contract Price.

9.3 The Beneficiary shall at all times indemnify and keep indemnified the University against all costs, claims, damages or expenses incurred by the University or for which the University may become liable with respect to any product liability claim relating to the Goods or any use by the Beneficiary or third parties of the Goods.

1. **FORCE MAJEURE**

10.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a **Force** **Majeure Event**. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.

1. **GENERAL**
   1. **Assignation and subcontracting**.

Neither Party may assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the other Party.

* 1. **Notices**.

1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or e-mail.
2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); if sent by pre-paid first class post or recorded delivery, on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
   1. **Severance**.
4. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
5. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
   1. **Waiver**. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
   2. **Third party rights**. A person who is not a party to the Contract shall not have any rights under or in connection with it.
   3. **Variation**. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the University.
   4. **Governing law and jurisdiction**. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Scottish law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.