

Refurbished Equipment Supply Disclaimer and Conditions of Use

Applicable to Every Child Online (Charity No. 1197240) and
Everyone Digital CIC (Company No: 16064625)
Review Date: January 2027

Everyone Digital CIC acting on behalf of Every Child Online

1. Status of Provider and Scope

This disclaimer applies to all refurbished electronic equipment and associated accessories supplied by **Everyone Digital CIC** ("Provider"), acting on behalf of its client and sister charity **Every Child Online**, to partner organisations including schools, charities, local authorities, social workers, and associated delivery partners ("Recipient").

Equipment is supplied solely for charitable, educational, safeguarding, or community benefit purposes. Any financial contribution requested from the Recipient represents a contribution towards collection, refurbishment, and operational costs and does not constitute a commercial sale of goods.

2. Nature and Condition of Equipment

The Recipient acknowledges that all Equipment supplied under this arrangement is refurbished and provided to a **Grade B or Grade C standard**. As such, devices may exhibit cosmetic wear and indicators of prior use, including surface marks, scratches, minor dents, or isolated screen imperfections such as pixel anomalies. These characteristics do not constitute defects where device functionality remains materially intact.

The Provider undertakes reasonable refurbishment procedures, including inspection, cleaning, configuration, and secure data erasure using recognised industry processes. Notwithstanding such processes, Equipment remains previously used technology and is not represented as new.

Where supplied, accessories including power adaptors are provided on a goodwill basis and may be refurbished, third-party, or replacement items appropriate to the device.

3. Provision on an "As-Is" Basis

Except where expressly stated in this document, Equipment is provided on an **"as-is" and "as available" basis**. The Provider makes no further warranties, representations, or guarantees, whether express or implied, including but not limited to warranties relating to cosmetic condition, uninterrupted operation, merchantability, fitness for a particular purpose, or compatibility with Recipient systems or infrastructure.

The Recipient accepts responsibility for determining the suitability of Equipment for its intended deployment and for communicating the refurbished status of Equipment to any onward beneficiaries.

4. Limited Remedy and Replacement Commitment

The Provider offers a limited remedy in respect of Equipment found to be materially defective or non-functional under normal and intended use.

Where such issues are reported within **three (3) months from the date of delivery**, the Provider will use reasonable and best endeavours to repair, replace, or withdraw the affected Equipment. Any such remedy shall be provided at the Provider's sole discretion and remains subject to reasonable operational constraints, including availability of suitable replacement stock.

This limited commitment represents the Recipient's sole remedy in respect of Equipment supplied.

5. Exclusions from Remedy

The limited remedy described above shall not apply where Equipment issues arise from misuse, accidental damage, neglect, unauthorised modification, inappropriate installation, environmental exposure, third-party repair attempts, loss or theft, or normal wear following deployment.

6. Safeguarding, Deployment, and Acceptable Use

The Recipient agrees that Equipment will be deployed within appropriate safeguarding, organisational, and IT governance frameworks. This includes adherence to the Recipient's safeguarding policies, acceptable use policies, security controls, and any relevant statutory or regulatory requirements applicable to the Recipient's operations and beneficiaries.

The Provider accepts no responsibility for the manner in which Equipment is deployed, supervised, or managed following delivery.

7. Data Responsibility and Information Governance

While the Provider undertakes secure data erasure procedures prior to distribution, the Recipient assumes full responsibility for all data created, stored, processed, or transmitted using the Equipment following delivery.

The Recipient is responsible for implementing appropriate data protection, security, and user management controls, including compliance with applicable data protection legislation. The Provider shall bear no liability for data loss, data breaches, or information governance failures occurring after transfer of possession.

8. Restriction on Resale or Commercialisation

Equipment supplied under this arrangement is provided for community benefit and digital inclusion purposes. The Recipient shall not sell, commercially lease, or otherwise monetise the Equipment without prior written consent from the Provider.

This restriction reflects the charitable nature of the provision and the subsidised basis on which Equipment is supplied.

9. Limitation of Liability

To the fullest extent permitted by law, the Provider shall not be liable for any indirect, incidental, special, or consequential loss arising from or connected with the supply or use of Equipment. This includes, without limitation, loss of data, service interruption, reputational harm, or financial loss experienced by the Recipient or any third party.

Nothing in this disclaimer shall operate to exclude or limit liability where such exclusion or limitation is prohibited by law.

10. Acceptance

Receipt, retention, deployment, or onward distribution of Equipment shall constitute acceptance of this disclaimer and its terms.