

# ROBOCON 2018

@ Hills Road Sixth Form College

**IMPORTANT:** By accepting this **Kit You** agree to all parts of the Agreement set out below.

Please read this Agreement carefully before accepting the Kit. If **You** do not wish to sign and be bound by this Agreement, do not unpack any part of the Kit and return it to **Robocon 2018 at Hills Road Sixth Form College** immediately.

## TERMS OF USE, DISCLAIMER AND INDEMNITY AGREEMENT BETWEEN YOU AND US IN RESPECT OF "ROBOCON 2018 @ HILLS ROAD SIXTH FORM COLLEGE"

**Robocon 2018 @ Hills Road Sixth Form College is for the advancement in education of students in the matter of STEM (science, technology, engineering, and mathematics) and aims to foster inquiring minds, logical reasoning, and collaboration skills.**

**We / Us / Our** means **Hills Road Sixth Form College**, a public sector co-educational sixth form college in Cambridge that operates for the educational benefit of schoolchildren.

**You** means (insert name of school or college here) and any person using, handling, assembling, operating or distributing the **Kit**. If **You** are permitting persons under the age of 18 to use the **Kit**, **You** will ensure they abide by the terms of this Agreement.

The **Kit** is a collection of electronic boards, ancillary and mechanical parts as detailed on [www.hr-robocon.org](http://www.hr-robocon.org) website and as issued to **You** (the "**Kit**").

This Terms of Use, Disclaimer and Indemnity agreement (the "**Agreement**") states the terms and conditions under which **You** may use the **Kit** and outlines the limits of **Our** responsibility. By using the **Kit** **You** are indicating **Your** acceptance to be bound by this Agreement. If **You** do not accept any part of this Agreement or **You** are dissatisfied with the Agreement, **Your** sole and exclusive remedy is to discontinue using the **Kit** and securely return it to **Us** immediately. The giving of the **Kit** is deemed consideration for this Agreement.

### 1. TERMS OF USE

- 1.1. The **Kit** requires **You** to assemble it before operation. **You** undertake to use all care and attention and to act in accordance with the terms of this Agreement.
- 1.2. **You** agree not to remove or to tamper with any of the protective casings surrounding any component parts of the **Kit**. These are intended for **Your** safety.
- 1.3. **You** agree not to use, or to permit anyone else to use, the **Kit** unless **You**, or they, have been instructed in the proper use of the **Kit**. Attempting to use the **Kit** incorrectly, recklessly or without the proper instruction may result in injury.
- 1.4. Parts of this **Kit** are linked together through power and data wires. You undertake to take all reasonable care when attaching, detaching or working with these wires.
- 1.5. **You** are only permitted to join additional items to the **Kit** as detailed in the rulebook found here: [www.hr-robocon.org/documentation/rulebook.pdf](http://www.hr-robocon.org/documentation/rulebook.pdf). **We** accept no responsibility for the safety or working of any additional items **You** may add to the **Kit**. **You** use all additional items at **Your** own risk.
- 1.6. **You** undertake not to cause harm to any person as a result of any programming or movement commands **You** add to the coding of the **Kit**.

### BATTERIES AND POWER – IMPORTANT

- 1.7. Batteries must always be stored in the battery bag provided. The only exceptions are when the battery is being charged or used to operate or research the workings of the **Kit**. When the **Kit** is not in use, the battery must be disconnected from the power board and stored within the battery bag.
- 1.8. Only batteries supplied with the **Kit** are to be used. If **You** wish to use an alternative battery, **You** will first need **Our** written approval.
- 1.9. Batteries must only be connected to the power board or a charger through the battery power cable provided with the **Kit**. Connecting the battery to anything else could be potentially dangerous and is not permitted.
- 1.10. **You** may only charge the battery with the charger supplied within the **Kit**. Instructions on how to charge the battery are found here: [www.hr-robocon.org/docs/kit/batteries](http://www.hr-robocon.org/docs/kit/batteries).
- 1.11. Batteries must be charged to at least 70% capacity when being stored for longer than 1 week.
- 1.12. Any damage or suspicion of damage to a battery must be reported to **Us** immediately.
- 1.13. The power cable that is part of the power board must not be disassembled, tampered with or modified in any way.
- 1.14. The firmware of the power board must not be modified in any way.
- 1.15. The main fuse on the power board must not be bypassed.
- 1.16. When the battery is in use, ensure a fire extinguisher capable of extinguishing electrical fires is in close proximity to the battery and/or **Kit** and a person qualified to operate it is present.

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## 2. DISCLAIMER

- 2.1. Nothing in this Agreement shall limit or exclude **Our** liability for death or personal injury caused by **Our** negligence, fraud or fraudulent misrepresentation.
- 2.2. All warranties, conditions and other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 2.3. Subject to clause 2:
  - 2.3.1 **We** shall under no circumstances whatever be liable to **You**, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for any loss of profit, loss of business, loss of goodwill, loss or corruption to data or information, or any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection with this Agreement or its non-performance; and
  - 2.3.2 **We** accept liability for damage to **Your** tangible property resulting from **Our** negligence but only to the extent of **Our** insurance cover for such damage for any one incident or series of incidents arising from a common cause.
- 2.4. This clause 2 shall survive termination of any agreement made between **You** and **Us**.
- 2.5. **You** acknowledge that the **Kit** utilises materials and technology which could be potentially dangerous or harmful, and that improper use of the **Kit** could cause electric shocks or other damage to **You** or other third parties.
- 2.6. You shall exercise caution whilst using the **Kit**, to ensure that **You**, **Your** staff, students, participants or anyone else using the **Kit** shall be appropriately advised on the correct use of the **Kit** and the contents of this Agreement.
- 2.7. **You** acknowledge the limitations and exclusions of the obligations and liabilities of **Us** set out in this Agreement and accept they are reasonable and shall accordingly accept risk and/or insure against any injury that may be suffered by any third party.
- 2.8. **We** shall not be liable for any breach by **You** of any relevant legislation, regulations, codes of practice, guidance and other requirements of any government or governmental authority relating to the use of this **Kit**.

## 3. INDEMNITY

- 3.1. **You** hereby Indemnify and Hold **Us** Harmless against any claim made against **Us** by any party for the death, personal injury or any other loss suffered by any person or party as a result of **Your** negligent use of this **Kit**.

## 4. VALIDITY AND JURISDICTION

- 4.1. **You** acknowledge and agree that the above terms are reasonable and **You** warrant to abide by them.
- 4.2. If any provision contained in this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either **You** or **Us** from any relevant competent authority, **We** shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, or at **Our** discretion, such provision may be severed and the remaining provisions shall remain in full force and effect.
- 4.3. This Agreement shall be governed in all respects by and in accordance with the laws of England and Wales and **You** submit to the exclusive jurisdiction of the English courts.

## 5. GENERAL

- 5.1. The **Kit** as supplied by **Us** has a base value of **£265** and **You** agree to take all reasonable care against loss of or damage to the **Kit** whilst in **Your** possession.
- 5.2. The **Kit** is on loan to **You** and remains **Our** property at all times. The **Kit** as supplied by **Us** must not be modified by **You**.
- 5.3. The **Kit** must be returned by **You** at the end of the **Robocon 2018** competition or, with **Our** prior written permission, within 14 days of the end of the competition. An extended period of up to 60 days may be made, subject to prior written agreement by **Us** so as to allow **You** to demonstrate your Robocon 2018 entry.

**Date:**

**Authorised Signature:**

For and on behalf of **Hills Road Sixth Form College**

Name

Position

**Authorised Signature:**

For and on behalf of (insert name of school or college here)

Name

Position

Address of school or college

Email and telephone