



SPARKEN HILL
ACADEMY

ICT Equipment Loan Agreement - Staff

Rev	Date Issued	Prepared By	Approved	Comments
1.0	February 2026	VMD	26/02/2026	Next Review – February 2027

1 General

1.1 This Agreement is made between Sparken Hill Academy Trust “the Academy” and the Recipient (“You”/ “Your”) for the loan of a Device and any associated equipment (“the IT equipment”). This Agreement replaces any previous agreement relating to the IT equipment. No changes to this Agreement will be confirmed unless made in writing and agreed by you and the Academy.

1.2 You agree to use the IT equipment in line with the Academy’s IT policies of use and sign an IT equipment Loan Record (Appendix 1).

2 Loan and Return of IT equipment

2.1 The Academy agrees to loan you the IT equipment as described in the IT equipment Loan Record, in line with these terms and conditions.

2.2 The IT equipment must be returned to the Academy by the date stated on the IT equipment Loan Record or upon your contract with Sparken Hill Academy terminating. Should any change to the above be necessary it must be agreed in writing with the Academy.

2.3 If requested to do so by the Academy You must return the IT equipment to the Academy immediately.

2.4 If you fail to return the IT equipment by the date stated by the Academy, the Academy reserves the right to take appropriate action to recover the IT equipment from you or to charge you for the full cost of replacing an updated version of the IT equipment.

3 Your Responsibilities

3.1 By accepting the IT equipment, you agree to look after it as set out in any guidance provided by the Academy.

3.2 You agree to follow the Academy’s Acceptable Use Policy, a copy of which has been provided to you and can be found on our website.

3.3 You will not create, access, copy, store, share, or publish any material that may break any law. This includes but is not limited to copyright material, threatening or offensive material, pornographic material or material protected by trade secrets.

3.4 You are expected to use the IT equipment mainly for education/work purpose relevant to your position. The IT equipment should not be used by anyone outside your home.

3.5 You must not sell or otherwise dispose of the IT equipment.

3.6 Any software installed or files downloaded to the IT equipment must be in accordance with the appropriate software licensing and follow UK copyright law.

3.7 Any work saved to the hard drive of the IT equipment by you must be deleted prior to its return.

3.8 You are required to let the Academy know as soon as possible if there are any faults with the IT equipment. If the fault happens on a weekend or in the evening, you must tell the

Academy on the next available working day, making it clear that the IT equipment is a loan item. You must not try to fix any problems with the IT equipment yourself as this could cancel the warranty and leave you responsible for damage/ replacement costs.

3.9 You must return the IT equipment to the Academy in person to an agreed member of staff, this is usually your line manager, ICT coordinator or business manager, so that it can be inspected for any visible damage.

3.10 If You do not return the IT equipment to the Academy, and the Academy as stated in paragraph 2.4 charges You for the cost of the IT equipment, You agree to follow any laws related to the disposal of electronic equipment and repay the Academy for any charges it may receive as a result of You failing to properly dispose of the IT equipment.

4 Damage to or Loss of the IT equipment

4.1 You accept full responsibility for any loss or damage to the IT equipment caused by your improper use. "Improper Use" includes (but is not limited to), using the IT equipment for anything outside what is set out in the manufacturer's and/ or the Academy's instructions, using the IT equipment for a purpose other than intended or allowing the equipment out of your control and failing to protect it from loss or damage.

4.2 If the IT equipment is lost or damaged because you did not follow the terms set out in paragraph 4.1, the Academy has the right to charge you for the cost of repairing or replacing the IT equipment.

4.3 Should the IT equipment become lost or damaged beyond repair under the manufacturer's warranty the Academy may not replace it and this Agreement will come to an end.

5 Third Party Rights

5.1 You must not use or allow the IT equipment to be used in any way that will limit the rights of anyone outside this Agreement, including but not limited to any rights related to confidential information, trade secrets or any other protected property rights or title.

5.2 You will repay the Academy for any claims made by anyone outside this Agreement for limiting their rights because of your use of the IT equipment. You will ensure the Academy is repaid for any loss or expense including legal fees, which the Academy may receive in connection with any such claim or threatened claim, by anyone outside this not Agreement.

5.3 If you break any of the rules in paragraph 5.1 above, the Academy may choose to cancel this Contract and the terms of paragraph 2.4 will apply.

6 Contact (Rights of Third Parties) Act 1999

6.1 This Agreement does not in any way benefit or give rights to anyone outside the Agreement.

7 Liability

7.1 The Academy will not repay you for any loss, damage to property, injury to or death of any person caused by any failure or deliberate wrongdoing by the Academy, its employees, agents or sub-agents in relation to the provision, support and disposal of the IT equipment.

7.2 The Academy will not be responsible for any significant loss or loss of profits or of contract.

7.3 Except in if a person is injured or dies, for which no limit applies, the Academy's responsibility under this Contract will not be more than the total value of the IT equipment.

7.4 Depending on paragraph 7.5, you will pay the Academy for all penalties, costs, expenses, damages and losses received by the Academy because:

- You break the terms of this Agreement;
- any claim is made against the Academy because of Your use of the IT equipment, if that claim is due to the terms of this Agreement being broken, Improper Use or illegal use of the IT equipment;

7.5 The penalty under paragraph 7.4 will apply except if the penalties, costs, expenses, damages and losses received by the Academy are directly caused (or directly arise) from the Academy's carelessness or its failure to follow the terms of this Agreement.

8 Termination

8.1 The Academy may pause or cancel this Agreement for the loan of IT equipment if You fail in any of Your responsibilities under this Agreement, the Acceptable Use Policy or You have or are reasonably suspected of Improper or illegal use of the IT equipment or if the Academy believes that any of these instances may occur. Where the Agreement is cancelled, you will be required to return the IT equipment to the Academy immediately and the terms of paragraph 2.4 will apply.

8.2 If this Agreement is cancelled in accordance with paragraph 8.1 the Academy reserves the right to exclude you from any future device schemes operated by the Academy.

9 Data Protection

9.1 All information and supporting paperwork provided by you with this Agreement will only be used to provide the IT equipment. Your IT Loan Record and related information will be held and maintained in accordance with data protection law. The data will not be passed to anyone outside this Agreement without your permission, except when the Academy is required to do so by law.

10 Waiver of Remedies

10.1 No delay by the Academy in enforcing the terms of this Agreement will limit its rights in any way. If the Academy chooses to give up its rights this does not prevent it from taking action if the terms of this Agreement are broken.

11 Severability

11.1 If any of these conditions become invalid or are made unenforceable by a court then it must be removed from the Agreement that will otherwise remain in operation.

12 Notices

12.1 Any notice to be given under this Agreement will be in writing and shared by email, facsimile, or delivered, or forwarded by first class prepaid letter to the recipient.

13 Law

13.1 The creation and enforcement of these conditions will be managed by English law. All disagreements that arise in relation to these conditions will be submitted to the English Courts.

This policy will be reviewed annually.

Appendix 1

Loan Record – Movement Order

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Device:	
Asset Number	
Accessories	
Date to be returned if other than employment contract end:	

Device:	
Asset Number	
Accessories	
Date to be returned if other than employment contract end:	

Device:	
Asset Number	
Accessories	
Date to be returned if other than employment contract end:	

I accept receipt of the equipment listed above. I have read and understood this agreement and will follow its terms and conditions.

Employee Name:

Position:

Date:

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[Signed on behalf of Sparken Hill Academy](#)

Employee Name:

Position:

Date:

Equipment Returned

Please List

Device

Asset Number

Accessories

Received By Name:

Signature

Date:

Condition of item/s:

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