

# Laptop/Tablet Agreement

Library / Chief Operating Office

## 1. PARTIES

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The Parties to this Agreement are Federation University Australia (ABN 51 818 692 256) and the Student specified in the Schedule.

## 2. EQUIPMENT USE

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Subject to the terms of this Agreement, the University agrees to permit the Student to borrow the Laptop/Tablet Computer during the Loan Period free of charge.

## 3. CONDITIONS

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The Student –

- (a) must not allow the Laptop/Tablet out of their possession;
- (b) must take all reasonable steps to protect the Laptop/Tablet Computer;
- (c) must not allow any other person to use the Laptop/Tablet Computer;
- (d) must not sell or lend the Laptop/Tablet Computer;
- (e) must use the Laptop/Tablet Computer solely for educational purposes, and, in particular, must not use the Laptop Computer for commercial purposes;
- (f) must inform the University as soon as possible if the Laptop/Tablet Computer is faulty or damaged or if the Laptop/Tablet Computer is destroyed, lost or stolen;
- (g) must return the computer to the University on or before the last day of the Loan period unless the University has agreed to an extension of the Loan Period;
- (h) must not copy or reproduce any software on the Laptop/Tablet Computer; and
- (i) must not download or make available for download, material that would breach copyright. Infringements will be dealt with in accordance with the Use of Computing and Communication Facilities Policy and relevant copyright policy and legislation

## 4. RISK AND LIABILITY

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- 4.1** The Student's use of the Laptop/Tablet Computer is solely at the Student's own risk. The Student acknowledges and agrees that the University has no liability for any claims, damages, losses, costs or expenses arising out of or connected to the Student's use of the Laptop/Tablet Computer.
- 4.2** The Student shall be responsible for and shall pay to the University the cost of any damage (other than fair wear and tear) to the Laptop/Tablet Computer occurring while the Student is borrowing the Laptop/Tablet Computer.

## 5. BORROWING CONDITIONS

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- 5.1 If the Student fails to return the Laptop/Tablet Computer on or before the last day of the borrowing period without obtaining the University's agreement for the extension of the borrowing period, the Student will lose all borrowing privileges at the University, and will have results withheld, until such time as the Laptop/Tablet Computer is returned to the University or the replacement cost of the Laptop/Tablet Computer is paid to the University. (Item is considered - "billed").
- 5.2 If the Student is billed twice in a four-month period, they will lose laptop borrowing privileges for 4 weeks. If the student is billed 4 times in a calendar year, they will lose laptop borrowing privileges for the remainder of the year.
- 5.3 The Student agrees and acknowledges that, notwithstanding any other clause in this Agreement, the University may recover from the Student all reasonable costs and expenses incurred by the University as a result of the Student's failure to comply with the terms and conditions of this Agreement.

## 6. GENERAL TERMS

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- 6.1 This Agreement is governed by the laws of the State of Victoria.
- 6.2 Any notice given under this Agreement must be in writing and will be delivered personally, by e-mail, or by pre-paid post to the address set out in this Agreement or such other address as has been subsequently notified to the other party. If by pre-paid post the notice shall be deemed to be delivered seven (7) days after posting.
- 6.3 If the University waives or does not enforce any of its rights or entitlements under this Agreement at any time or for a period of time, this is not to be construed as a waiver of these rights at any other time.

## 7. DEFINITIONS

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**Laptop/Tablet Computer** means the item listed in the Schedule.

**Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or local law, whether State, Federal or otherwise.

**Parties** means the Student and Federation University Australia.

## 8. AGREEMENT

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By electronically populating and submitting the form via the below QR code, the Student acknowledges, and agrees to be bound by, the terms of this document.

*Please scan the QR code or type the **weblink below** into your internet browser.*

*<https://forms.office.com/r/vp0J2mtpf>*

