**Loan Agreement**

<COUNCIL> agrees to loan the following Information Technology equipment (the ‘items’) as indicated in this agreement to the undersigned on the following terms and conditions:

# PARTIES TO THIS AGREEMENT

Lending Organisation:

Period of Agreement:

Name of organisation:

Address of client:

Name of contact person:

# DESCRIPTION OF ITEMS BEING LOANED

The items being loaned by <COUNCIL> to the client are as follows:

|  |  |
| --- | --- |
| **Item** | **Quantity** |
| <ITEM WITH BARCODE/SERIAL AND ACCESSORIES> | <QTY> |

The client is responsible for all costs associated with the collection and return of the item/s to <COUNCIL>.

# PROMOTION

You must make all reasonable efforts to credit <COUNCIL> in all promotional and publicity material relating to the Items.

# INDEMNITY

You release, discharge and indemnify <COUNCIL> and its officers, employees and agents from and against all undue actions, proceedings, claims, demands, costs (including all reasonable legal costs and all reasonable costs associated with defending those indemnified), losses, damages and expenses incurred by them and arising from, or in connection with, the loan of the Items to you.

# INTELLECTUAL PROPERTY RIGHTS

These conditions do not affect the ownership and rights of <COUNCIL> or the client regarding intellectual property.

# TERMS OF LOAN AGREEMENT

## At all times the undersigned client remains personally responsible for the use and care of the Items during the loan.

## Software is able to be copied onto and from the items, and the client assumes responsibility for adherence to copyright regulations and legislation during the period of the loan agreement.

## No modifications may be made by the client to the items, the operating systems or hardware without written permission from <COUNCIL>.

## The client undertakes that all possible precautions will be taken to protect the items against theft, including undertaking that the items will not be left unattended in vehicles, or within unlocked rooms at any time.

## Any loss, damage or malfunction of the items will be reported to <COUNCIL> within one working day of any such occurrence. The kit has been checked by library staff prior to loan and MUST be checked by the client prior to return. A kit contents checklist is attached

## Where damage, malfunction or loss of the items is a result of the negligence of the client, the client will be liable for the full cost of the consequent repair or replacement of the IT equipment.

## The client agrees that during the period, the items:

* 1. Will not be exposed to direct sunlight for long periods;
  2. Will, at all times, be handled gently;
  3. Will be used with adequate supervision at all times;
  4. Will not be exposed to water or extreme heat;
  5. Will be stored in protective case supplied by <COUNCIL> when not in use, including during transportation;
  6. Will not be transported interstate or overseas.

## Reasonable wear and tear is defined as deterioration that results from the intended uses of the Items but does not include deterioration that resulting from negligence, carelessness, accident or abuse of the Items.

## Late return (after due date) of the items may result in <COUNCIL> seeking compensation at a rate of <AMOUNT> per day from the client, unless permission for extension of the loan period or late return of the Items to <COUNCIL> is agreed writing before the end of the period.

I,……………………………………………………………………………………….…… (Borrower’s Name)

of ……………………………………………………………………………….…………….……………………

…………………………………………………………………….…………………. (Organisation/ Address)

hereby confirm that:

1. I am authorised to act on behalf of the organisation to which the herein described items are being loaned;
2. I have received the items listed in section 2 above in good, working order, and;
3. I agree to abide by the conditions of this loan agreement for the period of the loan.

Signature …………………………………………………….……..…………… Date ……………