

MGA Portable Device Loan Terms and Conditions

PARTIES	
Lender	Monash Graduate Association Inc. (ABN 86 800 958 958), an association incorporated pursuant to the Associations Incorporations Reform Act 2012 is a not-for-profit representative association for Monash University (Australian campuses) enrolled graduate students.
Borrower	Currently enrolled graduate student as named in Schedule 1 of these Terms & Conditions or any application form or incident report relating thereto.
DETAILS	
Effective Date	November 2018 reviewed July 2023
Disclosed Information	The Monash University Student Identity Card and email address
Purpose	To allow access to portable devices for graduate students who are unable to otherwise access similar devices for their studies.

BACKGROUND

MGA has a limited number of portable devices available at MGA offices (Clayton and Caulfield campuses) which graduate students are able to borrow at no cost.

MGA Portable Device Loan Agreement

Any currently enrolled graduate student of Monash University wishing to borrow a portable device will be required to sign an MGA portable device loan agreement which incorporates these Terms and Conditions entirely.

MGA Portable Device Loan Agreement Terms

The following terms and conditions will apply to the MGA Portable Device Loan Agreement.

1. Definitions

Confidential Information includes disclosed information and includes personal details found on a student's Monash University identity card.

Disclosed information means personal information given by the Borrower to the MGA.

Incident Report means a verbal or written report in accordance with schedule 1 setting out:

- (a) Loss of a portable device;
- (b) Destruction of a portable device;
- (c) Reasons for or cause of loss or damage to a portable device;
- (d) Actions taken to redress the loss of or damage to the portable device;
- (e) Details of any preventative measures taken to mitigate the risk of loss or damage to a portable device.

Loan Period means either a Short-Term or Long-Term Period as approved by the MGA Authorised Officer and which is contingent on demand and availability of portable devices.

Long-Term Period means a period of more than two (2) weeks which requires approval from an MGA Advocate.

MGA means the Monash Graduate Association Inc.

MGA authorised officer means any staff member of the MGA.

Personal Information means confidential and disclosed information;

Portable Device is a wholly owned MGA portable computer or a similar device;

Purpose includes using the Borrower's personal information as security for the return of a portable device and using student de-identified data for MGA statistical and budgetary purposes;

Permitted use includes study and research use;

Short-Term Period means loans of up to two (2) weeks from the date of agreement and which may be extended by an MGA Authorised Officer subject to demand and availability of portable devices;

Unauthorised use means any improper or prohibited use contrary to any law, Monash University policy or procedure or contrary to the MGA Constitution, regulations or policies.

2. Lender Obligations

2.1. The Lender must:

- (a) keep and maintain the portable device in good working order;
- (b) treat as confidential the Borrower's Personal information;
- (c) use the Confidential Information only for the Purpose;
- (d) In the event of loss or damage to a portable device the subject matter of this Agreement, the Lender will be liable to pay for repair or replacement costs but in any event not exceeding \$500.

2.2 The Lender must seek approval from an MGA Advocate in the event they require a Long-Term Period loan or an extension thereof.

3. Borrower obligations

3.1. The Borrower must:

- (a) be a currently enrolled Monash University graduate student;
- (b) maintain effective security measures to protect the portable device;
- (c) in the event of damage to the portable device notify MGA office staff immediately and prepare an incident report;
- (d) use the portable device for Permitted Use only;
- (e) return portable devices no later than the agreed portable device return- date;
- (f) leave or allow to be copied, their identity card at the MGA office, as security to borrow a portable device;
- (g) not attempt to make any repairs or alterations to the portable device;
- (h) not give or lend the Portable Device for the use of and by any other student or person;
- (i) borrow a maximum of one (1) portable device at a time for a Loan Period;
- (j) return the portable device to the MGA office in its original condition at the conclusion of the Loan Period;
- (k) comply with all Monash University policies;
- (l) not assign its rights or obligations under these Terms and Conditions.

4. Indemnity

4.1. The Borrower shall indemnify the Lender its related entities, officers, directors and employees from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including legal costs on a solicitor and own client basis) that arise out of or relate to any breach by the Borrower of this Agreement or by any third party of the obligations it undertakes under this Agreement.

5. General

- 5.1. Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the Parties.
- 5.2. The Borrower acknowledges that the Lender owns the portable device.
- 5.3. The Borrower may apply for the loan of the same or another portable device at the conclusion of the Loan Period. In the event there are free portable devices available and if there are no subsequent bookings, the Lender may extend the student's booking if required for a further Loan Period or part of a Loan Period.
- 5.4. These terms and Conditions and Agreement contain the entire understanding between the parties with regard to the Portable Device lending program.

Schedule 1

Report of loss or damage to portable device

Student Name

Student ID

Date of incident

Description of Incident

Remedial steps taken