

MGA Portable Device Loan Terms and Conditions

PARTIES	
Lender	Monash Graduate Association Inc. is incorporated pursuant to the Associations Incorporations Reform Act 2012 and is a not-for-profit representative organisation for Monash University (Australian campuses) enrolled graduate students.
Borrower	Enrolled graduate student as named in the MGA Portable Device Loan Agreement
DETAILS	
Effective Date	November 2018
Disclosed Information	The Monash University Student Identity Card
Purpose	To allow access to portable devices for graduate students who are unable to otherwise access similar devices due to hardship or emergency circumstances.

BACKGROUND

MGA has a limited number of portable devices available at MGA offices (Clayton and Caulfield campuses) which graduate students are able to borrow.

MGA Portable Device Loan Agreement

Any student wishing to borrow a portable device will be required to sign an MGA portable device loan agreement. In consideration of the mutual promises contained in the loan agreement the following terms and conditions will apply.

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 a period as approved by the MGA contingent on demand and availability of portable devices but in any event not exceeding two weeks from the date of agreement;

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, including its bundled accessories such as charging cable and laptop bag;

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 relevant to their enrolment as a student at Monash University;

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 which is 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.

3. Borrower obligations

3.1 The borrower must:

- (a) be a currently enrolled Monash University graduate student;
- (b) leave or allow to be copied, their identity card at the MGA office, as security to borrow a portable device;
- (c) maintain reasonable and effective security measures to protect the portable device from loss or damage;
- (d) in the event of damage to the portable device, prepare and submit an incident report, and notify MGA office staff immediately;
- (e) use the portable device for permitted use only;
- (f) take reasonable and effective steps to avoid any unauthorised use of the portable device by any persons during the Loan period;
- (g) return the portable device no later than the agreed portable device return-date;
- (h) not make or attempt any repairs or alterations to the portable device;

- (i) in the event the portable device is lost or damaged, report the matter immediately to an MGA authorised officer at the MGA office and complete schedule 1 of the MGA Portable Device Loan Agreement;
- (j) not give or lend the portable device for the use of and by any other student or person;
- (k) borrow a maximum of one (1) portable device at a time for a Loan period;
- (l) return the portable device to an MGA authorised officer at the MGA office at Caulfield or Clayton campus in its original condition at the conclusion of the Loan period;
- (m) comply with all current Monash University IT policies during use of the portable device.

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 these terms and conditions or any MGA Portable Device Loan 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 acknowledges that the Lender is not responsible for the integrity and security of any data stored in the laptop and that it is the Borrower's sole responsibility to back-up and secure personal data.
- 5.4 The Borrower acknowledges that the Lender will not provide technological support for the portable device. In the event the portable device is faulty the Lender will provide an alternative device subject to availability. This will require the signing of a new agreement.
- 5.5 The Borrower may apply for the loan of the same or new portable device at the conclusion of the loan period. In the event there are 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. A new agreement will need to be signed.
- 5.6 Should the Borrower fail to return the laptop by the specified return date the Lender will report the matter to Monash Security.
- 5.7 A Borrower must not assign his or her rights or obligations under the MGA Portable Device Loan Agreement.
- 5.8 These terms and conditions together with a duly signed MGA Portable Device Loan Agreement contain the entire understanding between the parties with regard to the loan and use of any MGA owned portable device.