## **Equipment Borrower Agreement**

Borrower Details					
Name			Student ID		
Mobile No			Email		
Address					
Equipment borrowed					
Laptop		Laptop Bag	Battery	Cord	

## Murdoch University ("Murdoch" or "university") makes the laptop and accessories as specified above ("Equipment") available to you on a temporary basis for free subject to the terms and conditions of this Agreement.

- 1. You must present a current Student ID to borrow the Equipment. Your details will be recorded on the Geoffrey Bolton Library's ("Library") Management System.
- 2. You agree to return the Equipment to the Library Helpdesk during Library's opening hours, on or before the Return Date (as stated above) in the same condition as when it was borrowed by You. All Equipment will be assumed lost if not returned by the Return Date. You can find the Library's opening hours at <a href="https://www.murdoch.edu.au/library/our-libraries">https://www.murdoch.edu.au/library/our-libraries</a>.
- 3. If the laptop is not returned by the Return Date an overdue fine of \$3 per day capped at \$60 will be added to Your library account. Your borrowing privileges will be suspended when it reaches \$60. <u>Fines and Overdues</u>
- 4. If the laptop is overdue by 21 days your right to borrow a laptop will be suspended for the remainder of your study at Murdoch.
- 5. An encumbrance (debt) may be placed on Your university enrolment if You do not return the Equipment. This means You will not be able to access Your assessment and examination results or borrow any Library items.
- 6. You must adhere to the university's IT Conditions of Use located at <u>https://policy.murdoch.edu.au/dotNet/documents/?docid=2436</u>.
- 7. You agree you have inspected the Equipment and that it is in good and acceptable condition.
- 8. From the Collection Date to the Return Date ("Borrowing Period"), You assume full responsibility for any damage, loss or theft of the Equipment.
- 9. You must immediately return the Equipment to the Library if You: (a) are no longer a Murdoch student; or (b) have no active enrolment at the university; or (c) are taking a break from studies; or (d) are going overseas or interstate.
- 10. You must immediately notify the Library of any issues You encounter with the Equipment including but not limited to theft; malfunction or existing damage to Equipment.
- 11. You will ensure the Equipment is used in a careful and proper manner according to any requirements or documentation supplied by Murdoch with the Equipment.
- 12. You will not use the computer for any illegal activities, including but not limited to downloading pirated/copyrighted materials.
- 13. You must not alter the Equipment. You will keep the Equipment clean and maintain it in good working order and repair (fair tear and wear excepted) during the Borrowing Period.
- 14. If a laptop is damaged, lost or stolen during the Borrowing Period, Murdoch may require You to pay to cover the cost of replacement or repair of the laptop.
- 15. You acknowledge Murdoch is not responsible for any files left on the laptop or for loss or damage of Your files during the Borrowing Period. Anything saved on the laptop will be cleared by Murdoch after a reboot.
- 16. Murdoch makes no warranty that the operation of the Equipment will be error free and without interruption.
- 17. You indemnify Murdoch and its officers, employees and agents against all claims and/or damages resulting from or in connection with any injury, death, disease or illness, or loss or damage to any property or the environment, arising out of: (a) Your possession of the Equipment; and (b) the use of the Equipment by You or any other person(s) that You may have allowed to use or have control over the Equipment.
- 18. The decision as to whether students can borrow Equipment is at the absolute discretion of Murdoch. An eligible student will be permitted to borrow one laptop only.
- 19. This Agreement is governed by the law in force in Western Australia.

## I have read and understood, and I agree to be bound by the terms and conditions of this Agreement

Borrower's Signature	Date

Please retain a copy of these terms and conditions for your own records