

Monash University Student Union Peninsula (MONSU Peninsula) & Monash Graduate Association Inc. (MGA) Portable Device Student Loan Terms and Conditions

PARTIES	
Lender	Monash University Student Union Peninsula (ABN 93 002 915 529) & Monash Graduate Association Inc. (ABN 86 800 958 958), are associations incorporated pursuant to the <i>Associations Incorporations Reform Act 2012</i> . MONSU Peninsula and the MGA are both not-for-profit representative associations. MONSU Peninsula is a Monash University recognised representative association for undergraduate students enrolled at Peninsula campus while the MGA is a representative association for all graduate students and for present purposes, those enrolled at the Peninsula campus of Monash University.
Borrower	A Monash University undergraduate student, currently enrolled at Peninsula campus and/or a currently enrolled graduate student enrolled at Peninsula campus, and as are named in any application form or incident report form pursuant to these Terms and Conditions.
DETAILS	
Effective Date	May 2023
Disclosed Information	The Monash University Student Identity Card
Purpose	To allow access to portable devices for Peninsula campus enrolled, undergraduate and graduate students who are unable to otherwise access similar devices at the Peninsula campus of Monash University.

Background

MONSU Peninsula and the MGA have a limited number of portable devices available at the MONSU Peninsula campus office of Monash University which undergraduate and graduate students at that campus are able to borrow at no cost.

MONSU Peninsula & MGA Portable Device Loan Agreement

Any Monash student enrolled at Peninsula campus wishing to borrow (Borrower) a portable device will be required to sign a MONSU Peninsula & 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 MONSU Peninsula & 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 and/or

MONSU Peninsula.

Incident Report means a verbal or written report in accordance with Schedule 1 of these Terms and Conditions which sets out the process and responsibilities of Borrowers in the event their loan portable device is lost or damaged. Specifically:

- (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 2 weeks as approved by the MGA and/or MONSU Peninsula and which will be contingent on demand and availability of portable devices. The Loan Term period may be extended subject to approval from the MGA and/or MONSU Peninsula.

MGA means the Monash Graduate Association Inc.

MONSU Peninsula means Monash University Student Union Peninsula.

Personal Information means confidential and disclosed information.

Portable Device is a wholly owned MGA and MONSU Peninsula portable computer or similar device.

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

Permitted Use includes study and research.

Short-Term Period means Loan Period commencing upon Borrower signing the MONSU Peninsula & MGA portable device loan agreement.

Unauthorised use means any improper or prohibited use contrary to any law, Monash University policy or procedure or contrary the MGA and/or MONSU Peninsula Constitutions, regulations or policies.

2. Lender Obligations

2.1. The Lender must:

- (a) keep and maintain the portable device in good working order; and
- (b) treat as confidential the Borrower's Personal Information; and
- (c) use Confidential Information only for the Purpose outlined in these terms and Conditions; and
- (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 and/or MONSU Peninsula in the event they require an extension to the Loan Period.

3. Borrower obligations

3.1. The Borrower must:

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

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 these Terms and Conditions or by any third party of the obligations it undertakes under the MONSU Peninsula & MGA portable device loan agreement.

5. General

5.1. Nothing in this Agreement is intended to create a partnership, joint venture or employment or agency relationship between the MGA, MONSU Peninsula and as between the Borrower and Lender.

5.2. The Borrower acknowledges that the Lender owns the Portable Device.

5.3. The Borrower may apply for, and the Lender may extend, but does not have to, the Loan Period of the same Portable Device at the conclusion of the Loan Period.

5.4. The Borrower may apply for a loan of another Portable Device at any time subject to availability.

5.5. This Agreement contains the entire understanding between the parties with regard to the subject matter of this Agreement.

Schedule 1

Report of loss or damage to portable device

Student Name.....

Student ID.....

Date of incident.....

Description of Incident.....

Remedial steps taken.....