

iPad Loan Agreement

This Agreement is made between the University and the student borrowing the iPad in accordance with the following Schedule and Terms and Conditions:

SCHEDULE	
University Details	THE UNIVERSITY OF ADELAIDE (ABN 61 249 878 937), a body corporate established pursuant to the <i>University of Adelaide Act 1971</i> and having its principal offices at North Terrace, Adelaide, South Australia, Australia 5005 ("the University")
Student Details	Full Name:
	Student Number:
	Email Address
	Phone Number:
Recitals	A: the University is the owner of the Device as specified in the Schedule; and B: the student is loaning the Device from the University on a complimentary basis, subject to the Schedule and Terms and conditions in this Agreement.
Device Details	<p>Brand Name: Apple / Model Name: IPAD PRO 12.9 WIFI 64GB / Manufactured Year: 2018 / Inclusions: the Device, Keyboard, Charger. Apple Pencil may also be included by request only.</p> <p>Brand Name: Apple / Model Name: [10th GEN] 10.9 IPAD WIFI + CELLULAR 256GB / Manufactured Year: 2022 / Inclusions: the Device, Charger.</p>
Other Contract Documents (if any)	This agreement and the Hirer's use of the Device is subject to the IT Acceptable Use and Security Policy – see here and any other applicable University Policy.

SIGNED BY THE STUDENT: the student declares that they have read and agreed to the Schedule, Terms and Conditions (overleaf) and any Annexures, including any liability for fees.	
Student Name	
Date	
Student Signature	

TERMS AND CONDITIONS:

1. Loan Period:
 - 1.1. The loan period for the Device is twelve (12) weeks from the date on which the student signs this agreement, unless expressly agreed otherwise by the Parties.
2. Student's obligations:
 - 2.1. The student must immediately notify the University if the Device has been stolen, lost or damaged.

- 2.2. The student will operate, maintain, and store the Device with due care and in compliance with the instructions and recommendations of the supplier and manufacturer of the device and pursuant to any directions given by the University.
 - 2.3. The student must not alter or replace any parts of the Device nor alter or upload any software onto the Device that may cause damage to the Device.
 - 2.4. The student must return the Device in the same condition as when it was hired and on or before the date required by this Agreement.
 - 2.5. The student must only use the Device and the University's network for academic purposes.
 - 2.6. The student must not use the Device in such a way that may cause any damage to the University or its students and staff.
 - 2.7. The student must not use the Device in such a way that may cause any damage to the Device.
 - 2.8. The student must not re-sell or lend the Device to anyone else. The student is the only person that can use the Device.
 - 2.9. The student must not bypass or attempt to bypass the security applications installed on the device.
 - 2.10. The student must ensure that the Device is securely reset and wiped of their personal data before returning the Device.
 - 2.11. The students use of the device is at their own risk and they acknowledge and agree that the University has no liability for any claims, damages, losses, costs or expenses arising out of or in connection with the students use of the Device.
 - 2.12. The student agrees and acknowledges that, notwithstanding any other clause in this agreement, the University may recover from the student all reasonable costs and expenses incurred as a result of the student's failure to comply with the terms and conditions of this agreement.
3. University's obligations:
 - 3.1. The University must ensure that the Device is in functional and working condition when it is provided to the student.
4. Loaning and Returning iPad:
 - 4.1. The Device must be collected from and returned to a University staff member at the 'Ask Library' service point of the Barr Smith Library during the [library's opening hours](#).
5. Overdue return:
 - 5.1. Failure to return an overdue device or accessory will result in the student being invoiced a non-refundable lost item replacement fee of \$600 per hired iPad device, \$219 per Apple pencil, \$329 per keyboard and \$30 per charger ('Overdue Fee').
 - 5.2. If the item and accessories are not returned-within 14 days of notice by the University, the student will be blocked from borrowing and electronic access until the Overdue Fee is paid or the device or accessory is returned, after which the student's access to borrowing and electronic access will be restored.
 - 5.3. The University retains the discretion to waive an Overdue Fee in exceptional circumstances.
6. Termination:
 - 6.1. The University may terminate this agreement by written notice if it believes the student has breached the agreement and fails to remedy the breach or return the device within 7 days of notice requiring them to do so.
 - 6.2. In the event of termination, the student must return the device to the University within one business day and comply with the terms relating to the returning of the device and failure to comply will result in an Overdue Fee being issued.
7. General:
 - 7.1. In addition to any other method of service permitted by law notices shall be deemed to be properly served if sent to the recipient by email.
 - 7.2. The rights and obligations under this Agreement cannot be waived except by express notice in writing specifying the waiver.
 - 7.3. If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.
 - 7.4. This Agreement is governed by the laws of the State of South Australia.