

Privacy Statement - Redland City Council is collecting your personal information in order to process this form. Your borrowing of the Equipment is voluntary. The information will only be used by authorised Council Officers for the purpose of recording information for the loan. Your information will not be given to any other person or agency unless you have given us permission or we are required by law to do so.

Terms & Conditions of loan

1 Loan

1.1 Council agrees to loan the Equipment to the Borrower for the sole purpose of being used in accordance with the Permitted Use. The Borrower agrees to use the Equipment in accordance with these terms.

2 Price

2.1 Unless otherwise advised in writing, Council agrees to loan the Equipment to the Borrower free of charge.

3 Eligibility

3.1 The Borrower will be eligible to borrow the Equipment only if they are a community group or commercial organisation that will utilise the Equipment for the positive promotion of Redland City/Redlands Coast.

3.2 In the event that the Borrower cannot comply with clause 3.1 they must immediately notify Council.

4 Loan Period

4.1 The loan period for the Equipment commences on the Start Date and terminates on the later of the Return Date or when Council receives the Equipment from the Borrower at the nominated Council office. Any extension of the Return Date must be authorised by Council in writing, at its sole discretion.

4.2 It is the Borrower's responsibility to arrange prompt and timely return of the Equipment to the Council by the Return Date in accordance with clause 4.1. Should the Borrower fail to return the Equipment to the Council within 3 business days of the Return Date, Council may take action to recover the Equipment.

5 Risk

5.1 The risk in the Equipment passes to the Borrower immediately upon delivery of the Equipment by the Council to the Equipment Location, or the collection of the Equipment by the Borrower, whichever is applicable.

6 Borrower's Obligations

6.1 The Borrower acknowledges and agrees with the Council that:

- (a) The Equipment will remain at all times the property of the Council and the Borrower has no proprietary right or interest in the Equipment or any part of it except as expressly set out in these terms and unless otherwise agreed in writing by the Council.
- (b) The Borrower will not sell, lease, hire, charge, pledge or part with possession of, or permit the creating of a Security Interest in, the Equipment.
- (c) Subject to the extent permitted by the law, the Borrower indemnifies the Council for any loss or damage to the Equipment by whomever and howsoever caused.
- (d) The Borrower will not modify the Equipment in any manner.
- (e) The Borrower will use the Equipment at its own risk, skilfully and in a proper manner and only for the purpose and within the capacity for which the Equipment was designed.
- (f) The Borrower will permit the Council or its agents, contractors or employees to enter the Borrower's premises where the Equipment is located at all reasonable times in order to inspect the Equipment and carry out repairs and maintenance to the Equipment.
- (g) The use of the Equipment is for the Borrower's use only and must only be used for the promotion of Redlands Coast and for no other purpose.

- (h) The Borrower accepts full responsibility for the safekeeping of the Equipment and must guard and insure the Equipment against theft, damage or loss until it has been returned to the Council. In respect of theft, damage or loss of Equipment, however so caused, the Council may in its sole discretion decide that these terms will continue until the Equipment has been replaced or repaired by the Council at the Borrower's cost.
- (i) The Borrower agrees that these terms continue to the full extent permitted by law in event that the Equipment is being repaired or replaced due to a default or otherwise.

Limitation of liability and indemnity

7.1 To the extent permitted by law, the Council, its employees, contractors and/or agents will not be liable for any loss or

damage (including consequential loss or damage, which includes without limitation, loss of profits and loss of revenue) of any kind whatsoever in relation to the Equipment.

8 The Council's rights and termination

- 8.1 Any right that the Council may have under these terms and conditions is in addition to, and does not replace or limit, any other right that the Council may have.
- 8.2 At any time during the Term of the loan period, Council may terminate the loan by the provision of 10 business days' notice.

9 Severability

9.1 Any provision of these terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these terms enforceable, unless this would materially change the intended effect of these terms.

10 Assignment

10.1 The Borrower must not assign its rights or obligations under these terms and conditions without the prior written consent of the Council in writing.

11 Variation

11.1 The Council is entitled to vary these terms at any time by giving the Borrower 7 days prior written notice.

12 Entire agreement

12.1 These terms constitute the entire agreement between the Council and the Borrower with respect to the loan of the Equipment and supersede all prior representations, contracts, statements and understandings, whether verbal or in writing.

13 Waiver

- 13.1 A right of the Council may only be waived in writing, signed by the Council.
- 13.2 No other conduct of the Council (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- 13.3 A waiver of a right by the Council on one or more occasions does not operate as a waiver of that right if it arises again.
- 13.4 The exercise of a right by the Council does not prevent any further exercise of that right or of any other right.

14 Governing law

14.1 These terms are governed by the law in force in the state of Queensland, Australia.