

COMPUTER RENTAL AGREEMENT



Terms and Conditions

1. Definitions

- **Bond** means the Bond amount (if any) set out in Item 3 of the Schedule.
- **Computer** means the (out of warranty) netbook supplied by the College, together with any accessories, parts or software supplied with the Computer.
- **Contract** means this Rental Contract between the School Council and the Renter which incorporates these terms and conditions.
- **Due Date** means the due dates for Rental Fees set out in Item 4 of the Schedule.
- **Rental Fees** means the Fees set out in Item 4 of the Schedule.
- **Rental Period** means the period between the start and end dates set out in Item 5 of the Schedule.
- **Renter** means the person or persons named in Item 1 of the Schedule.
- **Schedule** means the Schedule to this Computer Rental Agreement.
- **School** means Bairnsdale Secondary College Council, ABN 50 256 838 020, c/- 90 McKean Street, Bairnsdale VIC 3875
- **Student** means the person named in Item 2 of the Schedule, being a student enrolled at Bairnsdale Secondary College.

2. Interpretation

- Unless otherwise stated a reference to a party includes that party's executors, administrators, successors, assigns and personal representatives.
- If a party comprises two or more persons they are each jointly and severally liable for the performance of the terms of this Contract.

3. Bond and Rental Fees

- a) The School shall rent the Computer to the Renter during the Rental Period. The Renter shall pay the Rental Fees set out in the Schedule. The Rental Fees must be paid by the due date without any set off or deduction.
- b) The Rental Fees do not include any consumables such as paper, ink or toner that may be required to be used with the Computer.
- c) The Renter shall pay by way of a Bond the amount specified in the Schedule:
- d) The Bond will be held by the School until the end of the Rental Period.
- e) The School shall be entitled to draw down on the Bond:
 - i. If Rental Fees are not paid; and
 - ii. to pay for any repairs or to replace the Computer, if the Computer is damaged or lost and the cost of either repairing or replacing the Computer is not met by insurances held by the Renter. The School has the absolute discretion in deciding whether to repair or replace the Computer.
 - iii. The Bond, or any balance after allowing for payments made under sub-clause 3(e) shall be repaid to the Renter at the end of the Rental Period.

4. The Computer

- a) The Computer remains the property of the School at all times.
- b) At the end of the Rental Period, the Renter shall immediately deliver the Computer to the School in a condition consistent with the performance of this Contract.
- c) The School and the Renter acknowledge that the Computer's primary use will be by the Student in relation to his/her secondary course at Bairnsdale Secondary College and as such the Rental is GST free.
- d) The Renter will ensure that the Student will operate, maintain and store the Computer with due care and in compliance with the instructions and recommendations of the supplier and manufacturer of the Computer and pursuant to any directions given by the School.
- e) The Renter must not alter or replace any parts in the Computer nor alter or load any software on the Computer unless that software has been approved by the School.
- f) This agreement relates only to the Computer. In the event of its loss or damage, the School is under no obligation to replace the Computer.

5. Maintenance and Repairs

- a) The School will provide routine maintenance to keep the Computer in working order during the Rental Period. Any maintenance work not reasonably considered to be routine by the School will be at the expense of the Renter, provided always that before any such work is completed the School will notify the Renter of the work to be undertaken and advise the cost involved.
- b) If the Computer breaks down or is damaged, and in the opinion of the School it is not economic to repair the Computer, then this agreement shall immediately come to an end.

6. Renter's Obligations

- a) The Renter will notify the School immediately of any change in the Renter's contact details and address during the Rental Period.

7. Repair

- a) Any repairs required due to normal wear and tear or malfunction of the computer will not incur a charge.
- b) An excess of \$50.00 is charged on all repairs due to accidental damage.
- c) Repairs due to deliberate damage or negligence will be charged in full.

8. Termination

- a) This agreement comes to an end:
 - i. At the end of the Rental Period.
 - ii. In the event of default as defined in subclause 8(b).
 - iii. If the Computer is lost or destroyed by either the Renter or the Student.
 - iv. If the Computer is damaged and is not economically repairable as per clause 8(b).
 - v. The Student leaves the School prior to the end of the Rental Period.
- b) Default occurs if:
 - i. Rental Fees are not paid within 28 days of an invoice being issued.
 - ii. The Renter continues to breach any term of this Contract 28 days after the School gives the Renter notice in writing of its default.
 - iii. The Renter is subject to bankruptcy or other legal proceedings which place the Computer at risk of loss or seizure by others.
- c) In the event that the Renter defaults, the Computer remains the property of the School and the School maintains the right to seek possession of the Computer. In addition, the School retains the right not to allow the Student to participate in optional extras such as excursions and school camps unless and until due Rental Fees are paid.
- d) In the event of default this agreement shall immediately come to an end.

9. Waiver and exercise of rights

- a) A single or partial exercise or waiver by a party of a right relating to this agreement does not prevent any other exercise of that right or the exercise of any other right.

10. Amendment

- a) This agreement may only be varied or replaced by agreement in writing.

Bairnsdale Secondary College 1:1 Program
Computer Rental Agreement - Schedule

Item 1	Renter Name and Address	
Item 2	Student Name	
Item 3	Bond	\$100
Item 4	Rental Fees and due dates	\$120 per year, payable in advance in four instalments of \$30. Payment is due within 28 days of the beginning of each school term.
Item 5	Rental period Start Date: End Date:	On student exiting the college, or transfer to BYOD program.

I agree to accept the terms and conditions of the Bairnsdale Secondary College Computer Rental Agreement.

Renter's signature: Date: