

Data Projector & Portable Screen Loan Agreement

This Agreement, made theday of20.....

by

hereafter called the “**Borrower**” and **Balnarring & District Community Services Limited**, hereafter called the “**Company**”.

The following conditions will apply to the loan of all equipment that forms part of the Company’s ‘Data Projector & Portable Screen’:

1. Fees

No hiring fee will be charged for the Data Projector and Screen

2. Eligibility to borrow

- The Data Projector and Screen will only be loaned to not-for-profit organisations, charities, community groups and others (at the discretion of the Company) where utilised for a community event
- Individuals and commercial companies will not be considered
- The Borrower must not lend or hire the Data Projector or Screen to any other person or organisation
- The Data Projector may not be used for any event/showing which involves gambling; which denigrates, excludes or offends any part of the community; which encourages violence; which depicts the mistreatment or exploitation of animals or which present a danger to public health or safety

3. Loan Period

The period of loan shall be:

From: Community Bank Balnarring & District

Date:..... Pick Up Time:

To: Community Bank Balnarring & District

Date:..... Drop Off Time:

Borrower is responsible for all transport of the Data Projector and Screen. Bank branch office hours are 9.30am to 5.00pm Monday to Friday, excluding public holidays. The Data Projector and Screen must be picked up and returned during these hours.

4. Responsibilities of the Borrower

- The Borrower must take all reasonable care against the Data Projector or Screen being lost, stolen or damaged and shall see that the Data Projector and Screen are not subject to careless, unusually or needlessly rough usage
- The Borrower shall not remove, alter, disfigure or cover up any numbering, lettering or logo displayed upon the Data Projector or Screen
- The Data Projector and Screen must be returned to Community Bank Balnarring & District in the same condition in which they were loaned

- The Borrower shall pay for any repairs which are necessary due to damage caused through the Borrower's negligence or misuse of the Data Projector or Screen
- The Borrower shall pay for the replacement of the Data Projector, Screen or accessories lost during the period of the loan

5. Repairs to Data Projector or Screen

On no occasion must the Borrower or any other person attempt repairs to the Data Projector or Screen. Any damage requiring repairs must be brought to the attention of a staff member of Community Bank Balnarring & District as soon as possible. All repairs will be organised by the Company and the Company will invoice the Borrower for the cost of such repairs.

6. Rights of the Company

- The Company remains the owner of the Data Projector and Screen
- The Company may terminate this agreement if the above conditions are not met
- The Company reserves the right to refuse to loan the Data Projector and Screen and to manage bookings of the Data Projector and Screen as to when the equipment is available

7. Disclaimer of Warranties

The Company, being neither the manufacturer, nor a supplier, nor a dealer in the Data Projector and Screen, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the Data Projector and Screen, their design, capacity, performance, material, workmanship, fitness for any particular purpose, or that they will meet the requirements of any law, rules or specifications which provide for specific apparatus or special methods.

8. Indemnity

- The Borrower shall indemnify the Company against, and hold the Company harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the Data Projector and Screen or the Agreement, including without limitation, the manufacture, selection, delivery, borrowing, control, possession, use, operation, maintenance or return of the Data Projector and Screen
- The Borrower shall further indemnify the Company, and hold the Company harmless from all loss and damage to the Data Projector or Screen during the loan period
- The Borrower recognises and agrees that included in this indemnity clause, but not by way of limitation, is the Borrower's assumption of any and all liability for injury, disability and death of users and other persons caused by the operation, use, control, handling, or transportation of the Data Projector and Screen during the loan period
- The Borrower will provide the Company with a copy of its 'Certificate of Currency' as proof of the Borrower's Public Liability Insurance

9. Entire Agreement

This instrument constitutes the entire agreement between the Company and the Borrower; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

COMPLETE THE FOLLOWING DETAILS AS APPLICABLE

I agree to the loan of the above named Data Projector and Portable Screen from Balnarring & District Community Services Limited and to abide by the conditions of loan as set out in this agreement.

I further agree to the requirement of Balnarring & District Community Services Limited that the short DVD acknowledging the provision of the Data Projector and Portable Screen by Community Bank Balnarring & District be shown immediately prior to the film or other form of entertainment being shown by your organisation.

Name:

Organisation:

Address:

Email:

Phone: Business phone:

Event at which the Data Projector will be used (name & description):

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Borrower's signature:

Date:

Signed on behalf of the Company:

Name:

'Certificate of Currency' copied & attached



RETURN

Data Projector checked on behalf of the Company:

Name: Date:

Privacy: Balnarring & District Community Services Limited ABN 84 127 842 059 who own and operate Community Bank Balnarring & District will collect, hold and use your personal information to assess your application and respond to your request. Your information may be shared with Bendigo Bank and organisations that carry out functions on behalf of Bendigo Bank. For information on how we handle your personal information or how you can access it please read our Privacy Policy www.bendigobank.com.au. Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL/Australian Credit Licence 237879