

Terms & Conditions

1. In these loan terms:
 - a) references to the **Territory** means the Australian Capital Territory as represented by the Health Directorate;
 - b) **you** or **your** means the organisation you represent and which is approved as a borrower by the Territory;
 - c) **loan terms** means these terms and conditions;
 - d) **equipment** means the equipment the Territory agrees to loan to you from time to time; and
 - e) **loan period** means the period of time commencing from the time the equipment leaves the control and custody of the Territory and ends when the equipment returns to the control and custody of the Territory.
2. The Territory agrees to loan you the equipment on these loan terms and in accordance with all other terms and conditions notified to you by the Territory. The Territory may change these loan terms at any time and if it does so during the loan period it will notify you of the changes it has made.
3. The Territory will advise you when and from where you may collect the equipment and when and to where you must return the equipment. You may return the equipment to the Territory before the specified end of the loan period and the Territory may at any time require you to return the equipment before the specified end of the loan period.
4. You assume all risk and all liability in relation to the equipment during the loan period. You acknowledge and agree that before borrowing the equipment you made all proper enquiries in relation to the equipment and its fitness for the purpose you intend to use it for. The Territory does not warrant the quality or fitness for any purpose the equipment may be put to.
5. During the loan period you must:
 - a) keep the equipment in a safe, secure and temperature controlled environment;
 - b) only use the equipment for the purpose for which it was designed, in accordance with the manufacturer's instructions and you must not dismantle or make any structural changes to the equipment;
 - c) only use the equipment in the Australian Capital Territory, unless the Territory approves otherwise in writing;
 - d) not copy, make any changes to or delete any of the software, control systems or data loaded on the equipment or load any data or information onto the equipment without the prior consent of the Territory;
 - e) keep the equipment clean and in good order;
 - f) at your own cost provide all required consumables for the operation of the equipment;
 - g) at your own cost keep the equipment insured for its full replacement cost; and
 - h) ensure the equipment is used only by your appropriately skilled and experienced employees and agents.
7. You must reimburse the Territory for any damage to, or loss of any functionality of, the equipment during the loan period irrespective of how that damage or loss of functionality occurs. In this event, the Territory will repair or replace the equipment and will invoice you for the costs it incurs which must be paid by you within 30 days of the date of the invoice. This paragraph will not apply to the extent the damage or loss of functionality is caused or contributed to by the negligence of the Territory or the manufacturer of the equipment.
8. You are responsible for and release the Territory from any liability for any loss, cost or damage suffered by you or anyone else during the loan period except to the extent the loss, cost or damage is caused or contributed to by the negligence of the Territory.
9. The Territory at all times remains the owner of the equipment and you must not part with possession of the equipment or allow to be created or to exist any encumbrance over the equipment.
10. You acknowledge and agree by clicking the "Yes" button and proceeding with the loan of equipment from the Territory that:
 - a) all required internal approvals, authorities and resolutions have been passed by you to authorise you to loan the equipment; and
 - b) you agree to be bound by and to comply with these loan terms.