COMPUTER RENTAL AGREEMENT

TERMS AND CONDITIONS

1. Definitions
   • Point Cook Senior Secondary College, ABN 58 406 186 401, Address Cnr Boardwalk Boulevard and Bergamot Drive, Point Cook, 3030.
   • Renter means the person or persons named in the Schedule hereto.
   • Student means the person named in the Schedule being a student enrolled at Point Cook Senior Secondary College.
   • Rental Period means the period between the start and end dates as specified in the Schedule.
   • Contract means the rental contract between Point Cook Senior Secondary College and the Renter which incorporates these terms and conditions.
   • Due Date means the Due Date for the payment of the invoice being fourteen (14) days from the issue of the relevant invoice.
   • Computer means the computer specified in the Schedule together with any accessories, parts or software supplied with the Computer.

2. Interpretation
   (a) Unless otherwise stated a reference to a party includes that party’s executors, administrators, successors, assigns and personal representatives.
   (b) If a party comprises two or more persons they are each jointly and severally liable for the performance of the terms of this contract.
   (c) When the day for doing any act in this contract is not a business day, that act should be done on the immediately preceding business day.

3. Rental Payment
   (a) Point Cook Senior Secondary College 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 fee does not include any consumables such as paper, ink or toner that may be required to be used with the computer.
4. **The Computer**

(a) The computer remains the property of Point Cook Senior Secondary College at all times.

(b) At the end of the rental period, the Renter shall immediately deliver the computer to Point Cook Senior Secondary College in a condition consistent with the performance of this contract.

(c) Point Cook Senior Secondary College and the Renter acknowledge that the computers primary use will be by the Student in relation to his/her course at Point Cook Senior Secondary College and as such the Rental is GST free.

(d) The Renter and 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 Point Cook Senior Secondary College.

(e) The Renter or the Student 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 Point Cook Senior Secondary College.

(f) This agreement relates only to the computer, in the event of its loss or damage, Point Cook Senior Secondary College is under no obligation to replace the computer.

5. **Maintenance and Repairs**

(a) Point Cook Senior Secondary College will provide routine maintenance to keep the computer in working order during the rental period. Any maintenance work not considered to be routine will be at the expense of the Renter (or covered under insurance) provided always that before any such work is completed Point Cook Senior Secondary College will notify the Renter of the work to be undertaken and advise the cost involved.

(b) Point Cook Senior Secondary College has purchased a 3 year warranty on all parts and labour. All claims during school terms will be made by PCSSC. It is the responsibility of the student or renter to inform PCSSC of issues that require maintenance or repairs. Information will be provided by PCSSC regarding warranty support outside of school terms.

(c) If the computer breaks down or is damaged, and in the opinion of Point Cook Senior Secondary College it is not economic to repair, then this agreement shall immediately come to an end.
6. **Renter’s Obligations**

(a) The Renter will notify Point Cook Senior Secondary College immediately of any change in the Renters contact details and address during the commitment period.

7. **Insurance**

(a) Point Cook Senior Secondary College will insure the computer against accidental damage (non-warranty repair).
   
   (i) An excess of $40 will apply, payable by the renter

(b) For loss or theft:
   
   (i) An excess of $225 will apply, payable by the renter for the lease period.
   
   (ii) A loss notification must be accompanied by an appropriate police report.

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 (b) hereof.
   
   (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 provided in clause 5(b).

(b) Default occurs if:
   
   (i) Rental fees are not paid by the due date.
   
   (ii) The Renter continues to breach any term of this contract after Point Cook Senior Secondary College gives the Renter notice in writing of its default.
   
   (iii) The Renter is subject to insolvency or other proceedings which place the computer at risk for loss or seizure by others.
   
   (iv) The Student leaves Point Cook Senior Secondary College prior to the end of the rental period.

(d) In the event of default Point Cook Senior Secondary College may immediately take possession of the computer without notice and, if the Renter defaults, the Renter irrevocably authorises Point Cook Senior Secondary College to enter any premises occupied or controlled by the Renter to repossess the computer, and the Renter indemnifies Point Cook Senior Secondary College in respect of any loss arising out of such action.

(e) In the event of default this agreement shall immediately come to an end.
THE SCHEDULE

1. **The Renter**

   Name: ..............................................................................................................

   Address: ...........................................................................................................

   Contact email/telephone number: ......................................................................

2. **The Student**

   Name: ..............................................................................................................

   Address: ...........................................................................................................

3. **The Computer**

   Make/Model: HP ProBook 430

4. **Bond**

   $0.00

5. **Rental fee and due dates**

   $365 due when joining the program
   $365 due 12 months from joining the program
   $365 due 24 months from joining the program

6. **Rental Period**

   Start date: 31/1/17
   End date: 20/12/19

I agree to accept the terms and conditions of the PCSSC Computer Rental Agreement.

Renter’s signature: ......................................................................................... Date: .................