

Official



VOLUNTEER EQUIPMENT LOAN AGREEMENT AND SCHEDULE FORM

Document Reference No: FORM 031-402

Participant details

Participant Name		Phone	
Organisation (if applicable)	Name: Role:	Email	
Date allocated		Date to be returned	

Equipment details

Asset No / Pack No	Equipment	No of Items / Packs	Condition (new, used, working)	Value \$
	Citizen Science Project Plan			
	Bird Monitoring Pack Returnable to Mallee CMA at end of use: <ul style="list-style-type: none">• First aid kit• Binoculars• Ankle gaiters Consumables: <ul style="list-style-type: none">• Hi Vis Safety vest• Hat• Sunscreen• Bug net over hat• Water bottle• Bird Field Guide			
	Waterbug Monitoring Pack Returnable to Mallee CMA at end of use: <ul style="list-style-type: none">• Sampling net• Waterbug ID book• Smart device tripod• Picking tray• Ice cube trays• Magnifying glass Consumables:			

Date of first issue: September 2022

Version: 3

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Last update: July 2023

Reference: FORM 031-402 – Volunteer Equipment Loan Agreement and Schedule Form

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	<ul style="list-style-type: none">• Plastic spoons• ALT key guide			
	Frog Monitoring <ul style="list-style-type: none">• Headlamp• Frog Field Guide			
E00729	Echo Meter Touch 2 Pro – Android (Organisations Only)			
E00731	Echo Meter Touch 2 Pro – Android (Organisations Only)			
E00732	Echo Meter Touch 2 Pro – Android (Organisations Only)			
E00726	Echo Meter Touch 2 Pro – iOS (Organisations Only)			
E00727	Echo Meter Touch 2 Pro – iOS (Organisations Only)			
E00728	Echo Meter Touch 2 Pro – iOS (Organisations Only)			
	Anabat			
	Turtle Monitoring <ul style="list-style-type: none">• Identification guide			
	Water Monitoring Equipment <ul style="list-style-type: none">• Hanna hand-held Phosphate Checker• HI98194 Multiparameter Waterproof Meter• Sample Bottle and pole			

Participant declaration

I acknowledge that:

I accept responsibility for myself/authorised representative in respect to the resources provided to me as listed above. I acknowledge in the event of loss of any equipment, reimbursement will be made to Mallee Catchment Management Authority for the replacement cost of the item.

The equipment I have received is in working order and will be returned in the same condition on completion of the schedule as nominated in the Agreement For Use of Equipment.

Signature

Date / /

Official Agreement For Use of Equipment

This Agreement is made on the Day of 20.....

Between: Mallee Catchment Management Authority

of 308 – 390 Koorlong Avenue

Irymple Victoria 3498

(“owner”)

And:

.....
of
.....

.....
(“participant”)

Recitals:

- R1. The owner is the proprietor of the equipment listed in the schedule to this Agreement (“schedule”).
- R2. The participant will use the equipment specified in the schedule from the owner upon the terms and conditions in this Agreement.

Operative Part:

1. Use of equipment

The use of the equipment will commence from the commencement date specified in the schedule and continue for the term specified in the schedule.

The participant is entitled to use the equipment for the agreed period and for any agreed extension of the period.

The participant agrees to return the goods identified to the address of the owner on or before the end of the use period as outlined in the schedule.

2. Payment for rental

2.1 The hirer agrees to pay the owner the hire fee specified in the schedule for the equipment for the hire period, which includes any applicable GST, if a hire charge is applicable.

2.2 The hire fee must be paid to the owner prior to or on the commencement date of the hire period.

3. Use, operation and maintenance

3.1 The participant agrees that using the supplied equipment to conduct citizen science activities carries with it dangers and risks of injury and the participant agrees to accept all dangers and risks.

3.2 The participant agrees to undertake all means necessary to eliminate or minimise the risks associated with undertaking citizen science activities.

3.3 The participant agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its intended use.

3.4 The participant agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.

3.5 The participant shall ensure the equipment is returned to the owner clean of soil or any other foreign matter and shall be thoroughly cleaned. Any written material to be returned will be in condition suitable for use by another participant. In the event that these requirements are not complied with the participant shall pay the owner the reasonable costs of compliance with these requirements.

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4. Participant's warranties

4.1. The participant warrants that:

- 4.1.1. the equipment will be used in accordance with the conditions outlined in the schedule;
- 4.1.2. the particulars in the schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
- 4.1.3. the participant holds a valid Working with Childrens Check
- 4.1.4. the equipment will not be used for any illegal purpose;
- 4.1.5. the participant will not, without prior written consent of the owner, modify, or permit any modification of, the equipment in any way; and
- 4.1.6. the participant agrees that the equipment complies with its description, is in merchantable condition and is fit for the purpose of conducting citizen science activities.

5. Indemnity

5.1. To the full extent permitted by law the participant releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the use period.

6. Loss, damage or breakdown of plant and equipment

- 6.1. The participant will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the use period.
- 6.2. If there is a breakdown or failure of the equipment then the participant shall return the equipment to the owner.

7. Insurance

7.1. The owner will maintain current insurance policies in respect of the equipment to its full insurable value.

8. Liability

8.1. The participant will assume all risks and liabilities for and in respect of the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession, use, maintenance, repair or storage of the equipment.

9. Disclaimer

9.1. To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the participant as to the condition of the equipment.

10. Title to goods

- 10.1. The participant acknowledges that the owner retains title to the equipment and that the participant has rights to use the equipment as a mere bailee only. The participant does not have any right to pledge the owner's credit in connection with the goods and agrees not to do so.
- 10.2. The participant agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the equipment.

11. Repossession

11.1. The owner may retake possession of the equipment if the participant breaches any provision of this agreement, notwithstanding anything else herein contained.

12. Completion of the hire period

- 12.1. The use period is completed when the equipment has been returned to the owner:
 - 12.1.1. in the same condition as when it was provided; and
 - 12.1.2. on or by the date and time outlined in the schedule.

13. Non-merger

13.1. The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

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14. Severance

14.1. If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

15. Governing law

15.1. This Agreement is governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this Agreement.

16. Interpretation

16.1. In this Agreement, unless the context otherwise requires:

16.1.1. A reference to the singular includes the plural and vice versa;

16.1.2. A reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;

16.1.3. A reference to an individual shall include corporations and vice versa; and

16.1.4. If a word or expression is defined, its other grammatical forms have a corresponding meaning.

16.2. In this Agreement, headings are for convenience only and do not affect interpretation.

1. Executed as an Agreement

For and on behalf of Mallee Catchment Management Authority ("the owner").

Authorised Person:

.....

Signature:

.....

Date:

.....

Participant:

.....

Signature:

.....

Date:

.....

