

Instructions to complete the Loan Agreement

NOTE: these instructions do not form part of the Agreement and must not be included with the completed Agreement.

1. Make 2 copies of the Agreement proforma.
2. Fill in the required details on each copy. The required details are the name, address, and WICEN membership number of the Member, the name of the Authorised WICEN Officer, and the details of the Equipment to be loaned to the Member.
3. Any unused space in Schedule 1 must have a line ruled through it to signify it is not used.
4. The Agreement is to be executed in 2 parts. Each party to the agreement (the Member and WICEN) retains a signed original copy of the Agreement.
5. Each party must initial Page 1 of both copies of the Agreement.
6. Each party must sign and date Page 2 of both copies of the Agreement. Each party must use the same pen as each used for step (5).
7. Each party then retains one completed copy of the Agreement.

WICEN EQUIPMENT LOAN AGREEMENT

This agreement between WICEN (Vic) Inc (“WICEN”) and the WICEN member named on the signature page (“Member”) applies to the equipment specified in Schedule 1 to this Agreement (“Equipment”).

Recitals:

1. WICEN is a volunteer organisation providing communications services to emergency response, relief and recovery organisations and agencies, and to the broader community;
2. WICEN has decided to provide specialist, high performance, high security, fast response communications services using digital HF radio systems;
3. To further this activity, WICEN has purchased a number of items of equipment related to this activity;
4. WICEN wishes to loan some items of this equipment to its members;
5. The Member wishes to borrow some of this equipment to assist WICEN with provision of these specialist communications services.

Agreement:

WICEN agrees to loan the Equipment to the Member for the personal use of the Member in connection with WICEN activities for an initial period of 2 years from the date of this Agreement, which may be extended by mutual agreement between WICEN and the Member.

In consideration for the loan of the Equipment, the Member agrees:

1. To exercise reasonable care in storage, operation and transport of the Equipment to avoid damage to the Equipment;
2. When reasonably practicable, to participate in training exercises relating to the use of the Equipment as may be offered from time to time, including the weekly training activity, in order to attain and maintain a high level of proficiency in operation of the Equipment;
3. When deemed competent in the operation of the Equipment, to make themselves available for deployment by WICEN at all reasonable times to assist WICEN with provision of the specialist communication services.

The Member further agrees;

1. At all times the Equipment remains the property of WICEN;
2. To only use the Equipment for WICEN activities or for activities directly related to WICEN activities, including training;
3. Not to loan or otherwise pass the Equipment to any other person without the approval in writing of WICEN;
4. Not to open or modify the Equipment;
5. Not to alter any modem settings or firmware in the Equipment except as expressly permitted by WICEN;
6. Not to divulge any passwords, keys, or other confidential information to any person;
4. To indemnify WICEN against loss of or damage to the Equipment, where this has arisen through lack of reasonable care;

5. To return the Equipment promptly to WICEN upon request or upon termination of this Agreement;
7. To return the Equipment promptly to WICEN if the Member leaves WICEN or becomes nonfinancial;
8. That noncompliance with this Agreement may be grounds for termination of this Agreement by WICEN in its absolute discretion;
9. That in the event of failure to return the equipment, WICEN may initiate action to recover the equipment and to recover reasonable costs associated with doing so from the Member;
10. In the event of dispute, the dispute procedure in the WICEN Rules of Association will apply;
11. This Agreement is governed by the laws of Victoria.

Member Details

Name
Address

WICEN Membership No

Signed

Date

Authorised WICEN Officer

Name

Signed

Date

Schedule 1

Details of Equipment Loaned by WICEN to the Member

Equipment Description	Serial Number