

2. Student's obligations:
 - 2.1. The Student must safeguard the Device at all times and immediately notify the University if the Device has been stolen, lost or damaged.
 - 2.2. The Student will operate, maintain, and store the Device with due care and in compliance with the instructions and recommendations of the supplier and manufacturer of the device and pursuant to any directions given by the University.
 - 2.3. The Student must not alter or replace any parts of the Device nor alter or upload any software onto the Device that may cause damage to the Device.
 - 2.4. The Student must return the Device in the same condition as when it was hired and on or before the date/time required by this Agreement.
 - 2.5. The Student must only use the Device and the University's network for academic purposes.
 - 2.6. The Student must not use the Device in such a way that may cause any damage to the University or its students and staff.
 - 2.7. The Student must not use the Device in such a way that may cause any damage to the Device.
 - 2.8. The Student must not re-sell or lend the Device to anyone else. The Student is the only person that can use the Device.
 - 2.9. The Student must not bypass or attempt to bypass the security applications installed on the device.
 - 2.10. The Student must ensure that the Device is securely reset and wiped of their personal data before returning the Device.
 - 2.11. The Student's use of the Device is at their own risk and they acknowledge and agree that the University has no liability for any claims, damages, losses, costs or expenses arising out of or in connection with the students use of the Device.
 - 2.12. The Student agrees and acknowledges that, notwithstanding any other clause in this agreement, the University may recover from the Student all reasonable costs and expenses incurred as a result of the Student's failure to comply with the terms and conditions of this agreement.
3. University's obligations:
 - 3.1. The University will ensure that the Device is in functional and working condition when loaned.
4. Loaning and Returning Device:
 - 4.1. The Device must be borrowed from and returned to the laptop self-service unit located in the Barr Smith Library, Level 3 by the due date/time.
5. Fail to return:
 - 5.1. Failure to return a Device will result in the Student being invoiced a non-refundable Replacement Fee of \$1,550, comprised of \$1,500 for the laptop + \$50 for the charger, per hired Device ('Replacement Fee').
 - 5.2. The Student will be barred from borrowing and electronic access until the Replacement Fee is paid or the Device is returned, after which the Student's access to borrowing and electronic access will be restored.
 - 5.3. The University retains the discretion to waive a Replacement Fee in exceptional circumstances.
6. Potential misconduct:
 - 6.1. If a Student fails to return a Device or pay the Replacement Fee then the Student's behaviour may amount to an act of student misconduct under the Student Misconduct Policy.
7. General:
 - 7.1. In addition to any other method of service permitted by law notices shall be deemed to be properly served if sent to the recipient by email.
 - 7.2. The rights and obligations under this Agreement cannot be waived except by express notice in writing specifying the waiver.
 - 7.3. If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.
 - 7.4. This Agreement is governed by the laws of the State of South Australia.