

# Northside Beekeepers Association Inc

## *NBKA Equipment Loan Contract*

### **NOTE TO NBKA MEMBER**

You should read these Loan Contract terms very carefully. They contain terms and conditions which may impact on you, including that;

- (a) the liability of Northside Beekeepers Association (NBKA) to its members is excluded in some circumstances; and
- (b) Members may be liable for damage to goods that are loaned by them.

These loan Contract Conditions apply to the exclusion of any other conditions proposed by the Member, unless otherwise agreed by NBKA and the Member in writing. NBKA agrees to loan Equipment to the Member on terms set out in this document.

If the Member wishes to loan Equipment, the loan schedule is to be completed and then reviewed and countersigned by NBKA Equipment Officer. The loan Schedule sets out the terms of the loan of that Equipment. Each loan Schedule is not a separate contract but forms a part of this loan agreement between NBKA and the Member. The Member agrees to receive a copy of the loan schedules and all associated documentation by electronic means, or by printed or other form where electronic means are not available. The Member must check the Loan Schedule and unless the Member notifies NBKA before collection of the Equipment that it disagrees with anything in the Loan Schedule, the terms of the Loan Schedule are accepted by the Member.

NBKA equipment officer may in its absolute discretion decline to loan Equipment to the Member at any time if it has reasonable cause to do so.

Amendment: These Loan Contract Conditions may be changed by NBKA from time to time by NBKA giving notice of the amendment to the Member. Notice is deemed given when NBKA does any of the following:

- (a) sends notice of the amendment to the Member at any address (including an email address) supplied by the Member;
- (b) publishes the amended terms on its website or facebook group or
- (c) displays the amended terms at premises from which NBKA conducts loan operations.

Changes to these Loan Contract Conditions will only apply to Loan Schedules entered into after the change has been notified to the Member by one of the methods mentioned above.

### **1. INTERPRETATION OF WORDS IN THIS CONTRACT;**

**COMMENCEMENT** – The date when the Member takes possession of the Equipment.

**EQUIPMENT** – Means any kind of equipment or tools including but not limited to the following kinds of goods or goods suitable for the following kinds of uses: beekeeping; hive management; honey extraction; and includes tools and parts and accessories for any of the foregoing.

**MEMBER** – refers to the NBKA Member loaning the Equipment from NBKA as identified in the Loan Schedule.

**LOAN CHARGE** – The amounts shown on the Loan Schedule payable by the Member to loan the Equipment.

**LOAN PERIOD** – Means from Commencement until the end of the period shown on the Loan Schedule. The Loan Period may only be extended for one or more definite periods and in each case this can only be done if the Member requests it and if NBKA agrees. NBKA may issue an amended Loan Schedule for any extension of the Loan Period.

**LOAN SCHEDULE** – Means a document in such form as NBKA shall require, setting out the terms of the loan of Equipment, including the particulars of the Equipment and the Loan Period and such other information as NBKA may decide to include.

**NBKA** – The Northside Beekeepers Association Inc listed on the Loan Schedule.

**NBKA EQUIPMENT OFFICER** – The NBKA appointed Member designated as the Equipment Officer.

### **2. NBKA OBLIGATIONS**

NBKA will:

- 2.1 Allow the Member to take and use the Equipment for the Loan Period;
- 2.2 Provide the Equipment to the Member clean and in good working order;
- 2.3 Provide the ability for the Member to return the equipment as defined in the Loan schedule.

**NOTE TO MEMBER:** You must return the Equipment at your expense when due back.

### **3. OBLIGATIONS OF THE MEMBER**

The Member must:

- 3.1 Deliver the Equipment to NBKA Equipment Officer when it is due back;
- 3.2 Return the Equipment to NBKA clean and in good repair;
- 3.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- 3.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by NBKA or posted on the Equipment;

**NOTE TO MEMBER:** You MUST advise NBKA if you require any further instruction on the operation and safe use of the Equipment.

3.5 Indemnify NBKA for all injury and/or damage to the extent caused or contributed to by the Member to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use

of the Equipment;

3.6 Ensure that any person collecting or taking delivery of Equipment on behalf of the Member is authorised by the Member to do so and the Member will not allege that any such person is not so authorised;

3.7 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use.

3.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;

3.9 Safely secure all items loaded in or on the Equipment or in or on the Member's vehicle, and indemnify NBKA in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Member;

3.10 Operate the Equipment with an adequate power source;

3.11 Report and provide full details to NBKA of any accident or damage to the Equipment within two days of the accident or damage occurring;

3.12 Sign any documentation requested by NBKA at such intervals as reasonably stipulated by NBKA, to confirm the Member's acceptance of these Loan Contract Conditions.

The Member must NOT;

3.13 Tamper with, damage or repair the Equipment;

3.14 Lose or part with possession of the Equipment;

3.15 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;

3.16 Allow any person to use the equipment if the person is affected by drugs and/or alcohol.

3.17 Exceed the recommended load and capacity limits of the Equipment;

3.18 Use or carry any illegal, prohibited or dangerous substance in or on the Equipment;

3.19 Use any loan equipment with hive parts, contents, containers, tools, or equipment that is known to have a reportable disease or known to have been in contact with a reportable disease.

3.20 Notify the NBKA Equipment Officer within 2 days of the identification of a reportable disease where hive parts, contents, containers, tools or equipment came in contact or potentially came in contact with the loan equipment within the last twelve(12) months.

3.21 Member must not loan or give possession of the Equipment to anyone else unless the NBKA Equipment Officer (in its absolute discretion) first consents in writing.

#### **4 PAYMENTS BY THE MEMBER TO NBKA**

4.1 On or before Commencement (or as otherwise specifically agreed with NBKA), the Member will pay the Deposit and Loan Charge by Cash to the Equipment Officer.

4.2 Immediately on request by NBKA, the Member will pay:

(a) the new list price of any Equipment which is for whatever reason not returned to NBKA

**NOTE TO MEMBER:** Subject only to any express provision of this Contract to the contrary, the Member is responsible for loss or theft of the Equipment.

(b) all costs incurred in cleaning the Equipment;

(c) the full cost of repairing any damage to the Equipment caused or contributed to by the Member, unless expressly agreed otherwise in this Contract;

(d) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Member's use of the Equipment;

(e) all costs incurred by NBKA in delivering and recovering possession of the Equipment;

(f) Interest for late payment of amounts owing by the Member, at the pre-judgement interest rate set by the Local Court of QLD from time to time;

(g) any additional Loan Charges;

(h) the cost of consumables provided by NBKA and not returned by the Member;

(i) any reasonable expenses and legal costs (including commission payable to a commercial agent) incurred by NBKA in enforcing this Contract due to the Members default;

(j) if any damage and/or theft waiver applies, the amount for which the Member is liable as set out in this Contract; and

4.3 Without limiting the ability of NBKA to recover all amounts owing to it, the Member authorises NBKA to charge any amounts owing by the Member to any credit card or account details of which are provided to NBKA.

#### **5 EXCLUSION OF WARRANTIES AND LIABILITIES.**

5.1 To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply. NBKA makes no representations and gives no warranties other than those set out in these Loan Contract Conditions, and will not be liable to the Member for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the loaning of the Equipment by the Member.

#### **6 BREACH OF LOAN CONTRACT BY MEMBER**

If the Member breaches any significant provision of this Contract and does not remedy the breach within a reasonable period of time (having regard to the breach), or becomes bankrupt, insolvent or ceases business then:

6.1 NBKA shall be entitled to:

(a) terminate this Contract; and/or

(b) sue for recovery of all monies owing by the Member; and/or

(c) repossess the Equipment (and is authorised to enter any premises where the Equipment is located to do so), and any Damage and/or Theft Waiver referred to in clause 6 is immediately invalidated.

6.2 The Member indemnifies NBKA in respect of any damages, costs or loss, to the extent caused or contributed to by the Member resulting from a breach by the Member of any provision of this Contract.

#### **7 DISPUTES**

7.1 The Member must immediately check all Loan Charges, and any disputes in relation to those Loan Charges must be

communicated to NBKA in writing within 30 days of the Loan Contract date. In the event that no communication is received from the Member within that 30 day period, the Loan Charges are deemed to be accepted by the Member.

7.2 If a dispute arises relating to this Contract, the loaning or the use of the Equipment (except in regard to payments due to NBKA), the parties agree to negotiate to settle the dispute with the assistance of the Queensland Government - Dispute Mediation Service before litigation.

## **8 PRIVACY**

NBKA will comply with the Australian Privacy Principles in all dealings with Members. A copy of the NBKA Privacy Statement is available upon request or by visiting <https://nba.wildapricot.org/Privacy-Policy>

## **9 GOVERNING LAW**

9.1 NBKA and the Member agree that this Contract is governed by the law of the state of Queensland, and the parties submit to the jurisdiction of the courts of that State.

## **10 CONTACTLESS COLLECTION AND RETURN**

10.1 NBKA Equipment Officer may at their discretion, and subject to satisfactory identification of the Member and its authorised representatives, to allow self-collection and self-return of the Equipment by the Member from and to a NBKA Equipment storage location. The Member must comply with all requirements stipulated from time to time by NBKA for entry to the location, including that the Member must;

- (a) follow all directions given by NBKA as to the procedure for obtaining access to the location;
- (b) enter the location at its own risk, and any injuries or death or damage to equipment or property that may occur while loading or unloading Equipment are the responsibility of the Member;
- (c) ensure that the main gate of the location is closed and locked when leaving the location, failing which the Member will be liable for any theft or attempted theft of equipment from the location, or for any damage to equipment at the location, or damage to the location itself;
- (d) consent to being filmed or photographed by CCTV while at and entering and leaving the location;
- (e) Before it enters the location, ensure that it has requested and obtained from NBKA any assistance it may require as to the operation and safe use of the Equipment;
- (f) no other persons are given access to the location at any time; and
- (g) only take into their possession, Equipment detailed on an active Loan Schedule provided to the Member by NBKA.