



QPFA Equipment Loan Program

Dear Loaner,

We are pleased to provide you with a loaned [EQUIPMENT NAME] through our Equipment Loan Program. This is to support members of the Queensland Powerchair Football Association Inc who may need specialized equipment.

Before finalizing the loan, please note the following:

- **Loan Agreement:** You must sign and return the QPFA Equipment Loan Agreement attached before we can arrange delivery or discuss onsite storage. This is a requirement of the NDIS. It has been written in plain English so it is easy to understand.
- **Delivery:** Once you return the signed agreement, we will discuss delivery options, including the possibility of keeping the equipment onsite.
- **Maintenance:** QPFA will manage ongoing service and maintenance. Borrowers will be liable to repair/replace the equipment if damaged, except general wear and tear or accidents while playing or training in a safe manner.
- **Fee:** We charge a fee of \$375 per quarter, which is subject to the following dates of payment milestones. This can be charged under the "Assistive Equipment for Recreation" category under the NDIS.

AMOUNT	DATE

- If you have questions or need help, just get in touch.

Best regards,

QUEENSLAND POWERCHAIR FOOTBALL ASSOCIATION INC.
ORG NO IA41299 / ABN 80736291961
gldpfa@gmail.com | 0438 948 802 | 31 Brittainy Street Petrie Q 4502
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Thoms Byrne
Secretary

[PS: We're here to help with NDIS planning. Contact us for support.]

QPFA Equipment Loan Program

This AGREEMENT is between:

Queensland Powerchair Football Association Inc. (IA41299) ("Us" and "We")

and

_____ ("You")

of

_____ (Your address)

1. About this agreement

This agreement is for the loan of the equipment in section 3 of this agreement and any other equipment we give you. You will pay us the fee in section 2. The terms and conditions in section 4 onwards apply.

2. Fee

You will pay a fee of \$375 per quarter, in accordance with the following milestones:

AMOUNT	DATE

3. Equipment

We will provide you the following equipment:

4. Start Date

This agreement begins when both of us sign it.

5. Ownership

The equipment belongs to us. We let you use it according to the terms and conditions in this agreement.

6. Getting the equipment

We'll talk about how to bring the wheelchair to you, and if it's okay to leave it at your place. You must let us know if you intend to keep it anywhere else.

7. What you can do

You may only use the equipment for our activities or training organized by one of our members or coaches.

You must use the equipment safely, carefully, and appropriately at all times.

You must use the equipment in accordance with the manufacturer's instructions. Please read these carefully as some equipment (e.g. StrikeForce Wheelchairs) are different to ordinary disability equipment.

If the equipment is a StrikeForce Wheelchair, you must not use it as an ordinary powered wheelchair. They have poor suspension, grip, and tyres. You may only drive StrikeForce Wheelchairs on footpaths when required to get into vehicles or venues when going to play sport or train.

8. What you must not do

You must not give, leave or loan the equipment to others without asking us first.

You must not use the equipment as part of any commercial activity.

You must not sell the equipment, use the equipment as security or subject the equipment to any legal, equitable, statutory or other transfer of ownership, title, possession or interest, or lien, caveat, limitation or similar.

9. Modifications

You may adjust the equipment in accordance with the manufacturer's instructions.

You must not make any other modifications without asking us first.

10. Maintenance

You must do regular inspections in accordance with the manufacturer's instructions (e.g. checking tyre tread, checking bolt tightness, look over inspections).

We will pay for standard maintenance (e.g. annual servicing).

We might need to check the equipment to do upkeep. We will give you at least 48 hours' notice if you need to check the equipment.

11. Breakdowns and damage

If there is any damage to the equipment, contact us as soon as possible and do not use the equipment.

You are not responsible for general wear and tear.

You are not responsible for damage to StrikeForce Wheelchairs arising from accidental collisions while playing or training in a safe manner.

Except as set out above and subject to law, you are responsible for and indemnify us and our officers, employees (including volunteers), agents, contractors, subcontracts, members, visitors and any person otherwise involved in our activities and events for and against all damage, loss, liability, costs, expenses, losses, damages, claims and suits (including legal costs and expenses on a solicitor/own client basis) arising while the equipment is on loan to you or otherwise in your possession.

Without limiting the above, this includes:

- o loss of, or damage to, our property;
- o claims by any person in respect of personal sickness, injury or death;
- o claims by any person in respect of loss of, or damage to, property;
- o defence or settling of any claims, proceedings and demands;

Without limiting the above, this includes all damage, loss, liability, costs expenses, losses, damages, claims and suits caused by, a consequence of or arising from or in connection with:

- o your or another person's misuse or unsafe use of the equipment;
- o a person who supports you to use the equipment;
- o damage or loss of the equipment due to bad weather or natural events;
- o theft of the equipment.

<i>Simplified:</i> Generally, you are responsible for all damage, loss, expenses, claims and suits while the equipment is on loan to you or in your possession. You agree to pay us, our people and others if you them injury, damage or costs. You agree to pay us, our people and others if someone sues them.
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We suggest you check that your home and contents insurance covers the equipment while it is on loan to you. Please tell us if it does not.

12. Return

We can end this loan at any time for any reason.

You must give us back the equipment or let us pick it up from you within 7 days of us asking for it back.

13. Disclaimer

You must undertake your own safety and other checks before first use and periodically in accordance with manufacturer's instructions.

You must assure yourself the equipment is safe and fit for your own needs.

You use the equipment at your absolute own risk.

Subject to what the law allows us to do, we:

- make no warranty, express or implied, regarding the equipment;
- exclude all damage, loss, liability, costs expenses, losses, damages, claims and suits whatsoever arising from your use or possession of the equipment;
- do not make any warranty nor guarantee nor hold out that the equipment is safe or fit for use, whether generally, specifically in your particular circumstances, or specifically in light of your particular disabilities, because the equipment may be second-hand and/or may have previously been temporarily loaned to others.

<p><i>Simplified:</i> You use the equipment at your own risk. We do cannot say it is fit / good for you. We are not required to pay if you lose money, are hurt or your property is damaged.</p>
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Executed as an AGREEMENT:

This agreement is effective as of the date of signing by both parties.

For the BORROWER / LOANER / YOU:

Borrower's Name: _____

If Borrower is unable to sign, Representative's Name: _____

Relationship to Borrower: _____

Date: _____

Signature: _____

For QUEENSLAND POWERCHAIR FOOTBALL ASSOCIATION INC by a duly authorized representative:

Name: _____

Date: _____

Signature: _____