Loan agreement
for clicker

☐ Loan agreement signed
Loan agreement for clicker

The undersigned:

1. Eindhoven University of Technology, hereinafter referred to as: “the lender”, duly represented in this matter by the authorized representative of the Executive Board drs. P.D.M. Groothuis, Director of the Education and Student Service Center, on the one hand

2. Initials and surname:.................................................................................................
Address..........................................................................................................................
Postcode............................................ Town/city.................................................................
hereinafter referred to as: “the borrower” on the other hand

whereas:

- the borrower wishes to obtain the temporary use of the clicker described in Article 1.1;
- the lender, as owner of the clicker in question, is prepared to lend it to the borrower at no charge;
- the parties have entered into this loan agreement subject to the terms and conditions set forth in this agreement.

DECLARE TO HAVE AGREED AS FOLLOWS:

Article 1 General

1.1 The lender will lend the item described below to the borrower, at no charge, as of the date of this agreement for the duration of the period that the borrower is registered as a student at TU/e:
- CPS Pulse Clicker with serial number: .................................................................

1.2 The borrower declares that he/she has taken receipt of the aforementioned clicker, new or, if used, in new condition, from the lender during the notebook issue session, or at the Notebook Service Center.

1.3 The loan agreement will end:
  * no later than on the last day of the month in which
    - the student obtained his/her Bachelor’s degree or completed his/her pre-Master’s program, or
    - in the event of a secondary enrollment, the student passed the subjects for which the clicker was needed as described in the course guide, or
    - the student prematurely terminated his/her enrollment from TU/e.

1.4 The lender reserves the right to terminate this agreement with immediate effect and demand the return of the clicker by the borrower. Article 8.3 will apply by analogy.
Article 2   Registration/linking/return

2.1 On receipt of the clicker, either during the notebook issue session or if collected from the Notebook Service Center, the clicker will be registered and linked to a student in OWIS.

2.2 The borrower is required to show proof of identification in the context of the registration/linking.

2.3 When the clicker is returned to the Notebook Service Center, the link of the clicker to the student will be removed.

Article 3   Ownership

3.1 Title to the clicker will remain with the lender at all times.

3.2 The borrower will honor the ownership of the lender at all times.

3.3 At no time will the borrower independently remove, change, obscure or otherwise modify any numbers, texts and/or other indications stated on the clicker.

3.4 No persons other than the borrower may make use of the clicker, for any purpose whatsoever.

Article 4   Use and maintenance

4.1 The borrower is required to use the aforementioned clicker only in the context of relevant educational activities.

4.2 The borrower must take due care of the aforementioned clicker, and, in particular, must ensure that the clicker is not neglected, or treated or used carelessly or inexpertly.

4.3 The borrower him/herself is responsible for the costs pertaining to use of the clicker.

Article 5   Prohibition of encumbrance/rental

5.1 The borrower is not permitted to pledge or otherwise encumber the clicker, nor hire it out or allow third parties to use it in any way.

Article 6   Damage, insurance, theft, repair, etc.

6.1 In the event that the clicker can no longer be kept in a good condition as a result of normal wear and tear, the clicker will be replaced by the lender at no charge to the borrower.

6.2 In the event that damage to the loaned clicker occurs/is discovered, which is not the result of normal wear and tear, the borrower will be charged €60.

6.3 In the event of loss or theft of the clicker, the borrower will owe €60 in replacement costs.

6.4 The lender will indemnify the borrower at all times against loss caused by the clicker to third
Article 7  Fee

7.1 The borrower will not owe any payment for use to the lender.

Article 8  Termination

8.1 The borrower will make the clicker available to the lender on the date on which the agreement ends (see Article 1.3 of this agreement).

8.2 At the moment the borrower is no longer a Bachelor’s or pre-Master’s student, this agreement will end at that moment, and the borrower must return the clicker to the lender no later than on the last day of the month.

8.3 If the borrower does not return the clicker to the lender within 5 working days of the end of the loan agreement as described in Article 1.3, the borrower will owe an immediately payable penalty of €20 per week, with a maximum of €100.

Article 9  Applicable law, competent court and extrajudicial/judicial costs

9.1 This loan agreement will be subject exclusively to Netherlands law.

9.2 Any legal disputes arising from this loan agreement will be subject to the judgment of the subdistrict court, if said court is competent to do so.

9.3 All costs incurred by the lender in the exercise and retention of its rights, including judicial and extrajudicial collection costs, will be borne by the borrower and must be paid by the borrower to the lender immediately on request.

Thus agreed, drawn up in duplicate and signed in Eindhoven on .................. …………………

Signature of lender:  
drs. P.D.M. Groothuis  
Director, Education and Student Service Center

Signature of borrower:  
........................................................................
student

........................................................................

Loan agreement for clicker