

Smart Phone Applications

for people with brain injury

The Project

The *project Implementing and evaluating Smart Phone Applications technology across the NSW Brain Injury Rehabilitation Program (BIRP)* aims to:

Provide web-based resources for clinicians

Evaluate the efficacy of Smart Phone Apps for people with brain injury.

The Project Coordinator is: Emma Charters, Speech Pathologist, Liverpool Health Service.

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This document:

E3_Apple_store_trial_of_device_procedure_form__V1_09Aug11.pdf

Details the contact details and procedure required to apply for a temporary loan of a Smartphone (e.g. iPad, iPhone, iTouch) from Apple. It also includes the terms and conditions which the clinician agrees to follow should they undertake the loan.

Clinicians may find this document helpful if they are unfamiliar with making loan applications to Apple or require further information from the company about the loan.

It is available from: www.TBIStafTraining.info

More Project information and further documents:

www.TBIStafTraining.info

Apple Store Trial of Device Procedure

1. Send an email with the following completed Loan Form to:

Liz Morris

appleequip@apple.com

Equipment Co-ordinator

Apple Pty Ltd

Ph: 133 622

Fax: 02 9261 0303

2. The equipment team will send you an agreement for your signature and return to the same email/fax
3. Once Apple have received the signed form, a courier will deliver it to the requested address usually within 24-48 hours
4. Trial duration can be negotiated with Apple – usually about 2-3 weeks
5. The devices are then returned to Apple via courier.
6. Cost of trial: Free
7. Terms and conditions of loan: Please see below

LOAN FORM

Equipment required:

Company name:

Contact name:

Contact phone (MOBILE NUMBER PREFERABLE):

Contact email address:

Company address (INCLUDING POSTCODE):

Shipping address if different to company address:

Pick up address if different to shipping address:

Start date of loan:

Period of loan (MAXIMUM OF ONE MONTH ONLY):

Reason for loan: (we need more than just "evaluation")

May we contact the customer for product feedback after delivery?

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TERMS AND CONDITIONS

Loan Number: AG-08624

1. The Equipment

1.1 The parties agree that the Equipment referred to in this Agreement is that described in the Schedule above

1.2 Customer must notify Apple immediately if any item delivered pursuant to this Agreement differs from the description of the Equipment set out in the Schedule in respect of asset number, serial number or model.

1.3 Customer confirms that it:

(a) has or will have possession of the Equipment on a "loan-for-use" basis;

(b) will not use or permit the Equipment to be used in any way except for the purpose/s set out above; and

(c) will do whatever is necessary, including allowing Apple to remove the Equipment from Customer's custody or control, to ensure that the "loan-for-use" character of the Equipment is preserved and made known to Customer's creditors if any claim to the Equipment is or might be asserted by a creditor.

2. Ownership, Risk, Maintenance and other Costs

Customer acknowledges and agrees that:

(a) at all times the Equipment remains the property of Apple but all risk of loss or damage to the Equipment will be borne by Customer and Apple may require Customer to insure the Equipment accordingly;

(b) it indemnifies Apple fully against any loss or damage to the Equipment;

(c) in the event that any of the Equipment is lost, stolen or damaged while in Customer's possession and Customer requests its replacement by Apple, Apple will be entitled to invoice Customer a replacement fee, which fee will represent Apple's reasonable assessment of the cost in providing such replacement equipment; and

(d) it will maintain the Equipment in good working order and condition at all times and not subject it to adverse electronic or environmental conditions as indicated in the operating manuals accompanying the Equipment.

3. Return of the Equipment

3.1 Customer must return the Equipment loaned to it by Apple upon:

(a) expiration or termination for any reason of this Agreement; or
(b) Apple's written request to do so.

3.2 The Equipment must be returned so far as possible in its original packaging and in the same condition, subject to fair wear and tear, as it is delivered.

3.3 Any material supplied with the Equipment, including programs and data on magnetic storage media, internal and external, and documentation must be returned without alteration.

3.4 Customer acknowledges and agrees that in the event of late return of the Equipment to Apple in circumstances other than those beyond Customer's reasonable control, Apple will be entitled to either:

(a) invoice Customer a late return fee equal to one percent (1%) of the recommended retail price of the Equipment for each day the Equipment is late, which fee represents Apple's reasonable assessment of the cost in providing replacement equipment for loan to third parties in the event of such late return, provided however that such fee will not exceed the full recommended retail price of the Equipment; or

(b) at any time, enter any premises on which the Equipment is located and take possession thereof without liability to the Customer.

4. Third Party Software

4.1 Software usage - any third-party software loaded by the user onto this product must be legally obtained and loaded.

(a) The user is responsible for any third party software and fully indemnifies Apple for any costs incurred whatsoever in connection with any third party claims relating to unauthorised or illegal activity through the usage of any third party software loaded onto this machine.

(b) Apple reserves the right to recall this product at any time without notice to undertake a full audit of third-party software loaded onto the unit and its usage

5. Limitation of Liability

To the full extent permitted by law, Apple will not be liable to Customer for any loss or damage arising from use of the Equipment, or any defect, latent or patent, in the Equipment, however it may arise. Customer hereby acknowledges that Apple makes no representations of any kind concerning the merchantability, fitness for any present or future purpose, or otherwise concerning the Equipment, nor any future release of Apple Products of the same or different kind.

6. Term

The term of this Agreement is for the period set out on page 1 of this Agreement unless terminated in accordance with clause 7.

7. Termination

7.1 Either party may terminate this Agreement on 7 days written notice to the other party, or such other period agreed between the parties.

7.2 Apple may terminate this Agreement immediately on written notice to Customer if Customer breaches any of the terms and conditions of this Agreement.

7.3 Upon expiration or termination of this Agreement for any reason all amounts payable by Customer to Apple prior to or as of the effective date of termination or expiration become immediately due and payable.

8. Governing Law

This Agreement is governed by the laws of New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that State.