Assistive Technology Alliance New Zealand Trust Inc.

ATANZ Trial Equipment Damage and Replacement Policy

Policy owner	ATANZ Board
Approved by	ATANZ Board
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1. Purpose

ATANZ owns equipment that may be loaned to members for assessment or trial purposes. This equipment is managed by TalkLink Trust. This policy explains the responsibilities of borrowers and the process that applies when equipment is lost, damaged, or rendered unusable during a trial or loan period.

The policy is intended to protect ATANZ assets, encourage reasonable care, provide a fair and consistent response to damage, and establish when a borrower may be asked to contribute towards repair or replacement costs.

2. Scope

This policy applies to all equipment owned by ATANZ and loaned for a trial, demonstration, training activity, event, assessment, or other approved purpose. It applies to the individual or organisation recorded as the borrower.

3. Borrower responsibilities

- Take reasonable care of the equipment and use it only for its intended purpose.
- Follow any instructions provided by ATANZ or TalkLink Trust.
- Provide appropriate supervision and secure storage.
- Do not modify, repair, or arrange repairs without approval from ATANZ or TalkLink Trust.
- Notify ATANZ or TalkLink Trust as soon as possible if equipment is damaged, lost, stolen, or stops working. Provide the individual asset number with your notification.
- Return all equipment and accessories by the agreed return date.

> *Where equipment is used by a client, student, child, or other trial participant, the named borrower remains responsible for reasonable management and safeguarding of the equipment.*

4. Fair wear and tear

Borrowers will not normally be charged for reasonable wear and tear arising from appropriate use. This may include minor cosmetic marks, gradual battery deterioration, or component failure resulting from age or ordinary use.

ATANZ will determine whether an issue is fair wear and tear, accidental damage, misuse, negligence, deliberate damage, or equipment failure.

5. Screen protectors and protective cases

Screen protectors and protective cases are excluded from borrower replacement contributions under this policy. ATANZ will generally meet the cost of replacing a damaged or worn screen protector or protective case.

This exclusion does not prevent ATANZ seeking a contribution towards damage to the main device where a supplied case or screen protector was deliberately removed without approval, the equipment was used contrary to instructions, or reasonable protective precautions were not taken. Any contribution would relate to the main device only, not the case or screen protector.

6. Chargers and charging cables

All chargers, power adapters, and charging cables supplied with ATANZ equipment must be returned with the equipment at the end of the trial or loan period.

If an incorrect charger, power adapter, or charging cable is returned, or a supplied charger or charging cable is not returned, the borrower or borrowing organisation will be charged the reasonable cost of replacing the correct item.

This charge is separate from the contribution framework for damage to trial equipment and reflects the direct replacement cost of the missing or incorrect accessory.

7. Reporting damage, loss, or equipment failure

Damage, loss, theft, or equipment failure must be reported to ATANZ as soon as reasonably practicable. The borrower may be asked to provide:

- a description of what occurred;
- the date and location of the incident;
- photographs of the damage;
- details of how the equipment was being used and supervised;
- relevant police, courier, or insurance documentation; and
- any other information reasonably required by ATANZ.

> *The borrower must not attempt a repair or arrange third-party repairs without written approval from ATANZ or TalkLink Trust.*

8. Assessment of damage

ATANZ will assess the equipment and, where necessary, obtain a repair assessment or replacement quotation. In determining responsibility and any contribution, ATANZ will consider:

- whether the equipment was being used appropriately;
- whether reasonable care and supervision were provided;
- whether the damage was accidental and unavoidable;
- whether instructions and loan conditions were followed;
- whether the damage resulted from negligence, misuse, unauthorised modification, or deliberate conduct;
- the age and condition of the equipment before the trial;
- the current value of the equipment;
- whether the equipment can be economically repaired;
- whether insurance, warranty, or supplier support applies; and
- any relevant mitigating circumstances.

9. Contributions towards repair or replacement

ATANZ may require the borrower or borrowing organisation to contribute towards reasonable repair or replacement costs. The standard contribution bands below provide consistency, while allowing ATANZ management to adjust or waive a contribution where the circumstances justify it.

Circumstances	Indicative contribution	General approach
Fair wear and tear, inherent fault, or normal equipment failure	0%	No borrower contribution will normally be required.
Accidental damage despite reasonable care	0-25%	ATANZ may waive the contribution or seek a limited contribution.
Inadequate care, unsafe storage, inadequate supervision, or failure to follow instructions	25-75%	The amount will reflect the seriousness of the lapse and the resulting loss.
Serious negligence, misuse, unauthorised modification, deliberate damage, or significant breach of loan conditions	Up to 100%	ATANZ may seek the full reasonable repair cost or depreciated replacement value.

9.1 Maximum contribution

A contribution will not exceed the reasonable cost to repair the equipment or the depreciated value of an equivalent replacement, whichever is lower. ATANZ will not recover more than its actual financial loss after accounting for insurance payments, warranty support, supplier credits, salvage value, or other recoveries.

10. Depreciated replacement value

Where equipment cannot be repaired economically, the contribution will generally be based on the equipment's depreciated value rather than the full retail price of a new item. ATANZ may consider the original purchase price, age, expected useful life, condition immediately before the trial, current market value, and the cost of an equivalent replacement.

Where an equivalent item is no longer available, ATANZ may use the cost of the most reasonably comparable replacement.

11. Decision-making and approval

The ATANZ staff member responsible for managing the equipment trial or equipment inventory will prepare the initial assessment and recommended contribution amount. All contribution decisions must be reviewed and approved by ATANZ management before the borrower is notified.

ATANZ management may reduce or waive a contribution where it considers this fair and reasonable in the circumstances.

12. Notification and payment

ATANZ will provide the borrower with written notice of the damage identified, the repair or replacement cost, how the contribution was calculated, the amount payable, the reasons for the decision, and the payment timeframe. Unless otherwise agreed, payment will be due within 30 days of the invoice date. ATANZ management may approve a payment plan where immediate payment would cause hardship or where this is otherwise appropriate.

13. Review of a decision

A borrower may request a review within 15 working days of receiving written notification. The request should explain why the decision should be reconsidered and provide any relevant supporting information.

Where practicable, the review will be undertaken by an ATANZ management representative who was not the primary person responsible for the original recommendation. The outcome will be provided in writing.

14. Insurance and organisational responsibility

Borrowing organisations are encouraged to confirm whether ATANZ equipment is covered under their insurance arrangements while in their possession. Where an organisation arranged or authorised the trial, ATANZ may invoice the organisation rather than an individual staff member, client, family member, or trial participant.

15. Exceptional circumstances

ATANZ recognises that equipment may be used by people with physical, sensory, cognitive, behavioural, or communication needs that affect how equipment is handled. The fact that equipment was damaged by a trial participant will not, by itself, establish negligence.

Each incident will be assessed according to the circumstances, including whether the trial was appropriately planned, known risks were reasonably managed, and suitable protective measures and supervision were in place.

16. Agreement to the policy

Before receiving ATANZ equipment, the borrower must acknowledge that they have read and accepted this policy, the applicable loan or trial conditions, the equipment return date, and their responsibility to promptly report damage, loss, or malfunction. This information is provided on the loan form that is given with the equipment.

17. Policy review

This policy will be reviewed periodically by the ATANZ Board and may be amended to reflect operational experience, insurance requirements, changes in equipment value, or changes in ATANZ practice.