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**NETTLEHAM PARISH COUNCIL**

**EQUIPMENT LOAN AGREEMENT POLICY**

**1. Aim of the Policy**

The Parish Council aim to ensure its equipment is maintained to the highest standard for use by all stakeholders, while still being available for use to third party organisations who are local community groups/not for profit organisations for community events held within the parish of Nettleham.

The equipment is available free of charge for use to third party organisations who are local community groups/not for profit organisations, subject to our terms and conditions set out in the ‘Equipment Loan Hire Agreement’ attached in appendix A.

**2. Equipment Available on Loan**

The items the Parish Council have available on loan, are listed below:

* Gazebos
* Various items of PA equipment:

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**3. Requests for loaning Equipment**

Requests to loan equipment should be made to the Parish Council Facilities Manager, ideally at least 3 weeks prior to the required use period. Requests will be dealt with on a first come first served basis.

An “Equipment Loan Agreement Form” (appendix A) must be completed and signed by the borrower; this will ensure that the borrower agrees to pay for any damages which may occur to the Parish Council’s equipment during the loan period.

**4. Deposit**

A cash/ cheque deposit of £100 is required prior to the loan of equipment, this will be returned less the cost of any damages / loss. Where the cost to rectify any damage/loss is more than £100 the hirer will pay the balance to the Parish Council.

**Appendix A**

**EQUIPMENT LOAN AGREEMENT**

The equipment listed below will be loaned from Nettleham Parish Council on the understanding that the Client agrees with the Terms & Conditions as outlined in this agreement.

**CONTACT NAME:**

**ORGANISATION ADDRESS:**

**PHONE: EMAIL:**

**LOAN EQUIPMENT DETAILS**

|  |  |  |
| --- | --- | --- |
| **ITEM** | **AVAILABLE UNITS** | **INCLUDED IN THIS LOAN** (Include number of units where applicable) |
| **GAZEBOS** | **3** |  |
| **PA EQUIPMENT:** |  |  |
| **Mixer** | **1** |  |
| **Mixer bag** | **1** |  |
| **Snake** | **1** |  |
| **Speaker stands (Pair)** | **1** |  |
| **Powered speaker (MP3)** | **1** |  |
| **Powered speaker (Bluetooth)** | **2** |  |
| **Wired Mics** | **6** |  |
| **DI Boxes** | **4** |  |
| **XLR Cables** | **8** |  |
| **Jack Cables – straight** | **4** |  |
| **Jack Cables – right angle** | **4** |  |
| **Flight Case for Mics & DI Boxes** | **1** |  |
| **Flight case for cable / snake** | **1** |  |
| **Bag for Mic Stands** | **1** |  |
| **MP3 Player Cable** | **2** |  |

**LOAN PERIOD DETAILS**

**DATE FROM:…………………………………………DATE TO:…………………………………………………**

**DATE AND TIME SIGNED OUT:**

Loaned by and on behalf of Nettleham Parish Council

Name/Signature of Officer: ……………………………………………………….. Date: …………………………………

On signing this Equipment Loan Agreement, I understand and agree to abide by the Terms &

Conditions and I have received training on how to use the equipment safely and effectively”.

Client’s Name ..................................................... Signature.............................................

Date: ………………………………………….

**DATE AND TIME SIGNED BACK IN:**

Returned to Nettleham Parish Council in acceptable working condition / Returned damaged or in unacceptable condition\*(delete as applicable):

Name/Signature of Officer of the Council: ……………………………………………………….. Date: ………………………

Client’s Name ..................................................... Signature.............................................

**\*In the event of damage/ unacceptable condition, officer to produce separate report with photographic evidence.**

**TERMS & CONDITIONS OF EQUIPMENT LOAN AGREEMENT**

**1. THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:**

• “Client” shall mean the party with whom Nettleham Parish Council enters into the “Agreement”

• The “agreement” shall mean the agreement made between Nettleham Parish Council and the Client included in this Equipment Loan Agreement document

• The “equipment” shall mean the object or objects that are being loaned

• The “whole loan period” shall mean the date dispatched/collected from Nettleham Parish Council until the date returned/delivered to Nettleham Parish Council

**2. TRANSPORT**

All transport costs (delivery and return), including transport insurance, shall be paid by the Client.

The Client is responsible for loss and damage to the equipment whilst in transport as well as during the loan period.

**3. LOAN PERIOD**

The period of Loan shall commence and cease on the dates specified in **Loan Period Details**. The Client will be responsible for the equipment from the date of despatch until it is returned to Nettleham Parish Council.

**4. RETURN OF EQUIPMENT**

The equipment shall be returned to Nettleham Parish Council on the date specified in Loan Period Details.

Prior to return, the equipment must be:

1. Cleaned thoroughly according to any instructions provided

**5. FAILURE TO RETURN**

If the Client does not return the equipment to Nettleham Parish Council within 24 hours of the specified ‘Date To’ in the **Loan Period Details**, **THIS AGREEMENT SHALL CONSTITUTE A BINDING ORDER TO HIRE THE EQUIPMENT AT THE COST OF £200 PER DAY** **FOR EACH FULL DAY THAT THE EQUIPMENT IS NOT RETURNED. THE CLIENT SHALL ACCEPT AND PAY ANY INVOICE ISSUED BY NETTLEHAM PARISH COUNCIL REFLECTING SUCH HIRE WITHOUT THE NECESSITY OF FURTHER DOCUMENTATION BEING EXCHANGED BETWEEN THE PARTIES.**

**6. ALTERATIONS TO THE EQUIPMENT**

The equipment should not be altered in any way without prior written agreement from Nettleham Parish Council; the Client may be liable for the full replacement cost(s) of the equipment without this written permission. **UNAUTHORISED ALTERATION OF THE EQUIPMENT IS STRICTLY PROHIBITED.**

**8. LOSS OR DAMAGE TO THE EQUIPMENT**

The Client is responsible for any cost(s) as a result of loss or damage to the equipment during the whole loan period. These costs shall not exceed the Unit Cost(s) of the equipment. A cash/cheque deposit of £100 is required prior to the loan of equipment; this will be returned less the cost of any damages / loss. Where the cost to rectify any damage/loss is more than £100 the hirer will pay the balance to the Parish Council.

**9. HEALTH & SAFETY**

We strongly advise that all operators of the equipment are trained on the use for which they are responsible for**. ON SIGNING THIS AGREEMENT, YOU AGREE TO TAKE ON THE**

**RESPONSIBILITY FOR CARRYING OUT THE RELEVANT RISK ASSESSMENT(S) AND FOR THE**

**SAFE USE OF THE EQUIPMENT.**