

Nelson Town Council

Town Hall, Market Street, Nelson, Lancashire, BB9 7LG Tel: 01282 697079 Mob:07735 350735

Email: info@nelsontowncouncil.gov.uk **Website:** www.nelsontowncouncil.gov.uk

EQUIPMENT LOAN AGREEMENT

The equipment listed below will be loaned from Nelson Town 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

ITEMS	NUMBER HIRED	DETAILS
Gazebo & Accessories		
Tables		
Tables		
Chairs		
Hi-vis Jackets		
HI-VIS JACKELS		

LOAN PERIOD DETAILS

DATE FROM	
DATE TO	
DATE AND TIME SIGNED OUT	





If you would like any further advice on the safe use of the equipment please call our Facilities Caretaker Saleem Raja on 07990 039151. Loaned by and on behalf of Nelson Town 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

Date:

TERMS & CONDITIONS OF EQUIPMENT LOAN AGREEMENT

1. THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:

• "Client" shall mean the party with whom Nelson Town Council enters into the "Agreement"

• The "agreement" shall mean the agreement made between Nelson Town 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 Nelson Town Council until the date returned/delivered to Nelson Town Council

2. TRANSPORT

All transport costs (delivery and return), including transport insurance, shall be paid by the Client unless specified otherwise in this agreement. 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 Brendon Orchards Cooperative.

4. RETURN OF EQUIPMENT

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

Prior to return, the equipment must be:

- 1. Cleaned thoroughly according to the instructions provided
- 2. Returned with the original equipment instructions

5. FAILURE TO RETURN

If the client does not return the equipment to Nelson Town Council within 24 hours of the specified 'Date To' in the Loan Period Details and has not requested an extension of the loan period as defined in section 6, THIS AGREEMENT SHALL CONSTITUTE A BINDING ORDER TO HIRE THE EQUIPMENT AT THE STIPULATED UNIT COST for each full day that the equipment is not returned. The Client shall accept and pay any invoice issued by Nelson Town Council reflecting such hire without the necessity of further documentation being exchanged between the parties.

6. LOAN EXTENSION

Should the client wish to extend the period of the loan of the equipment from Nelson Town Council then such extension may incur extra costs. Please contact Saleem Raja on 07990 039151 to discuss Loan Extensions; this must be done before the specified 'Date to' in the Loan Period Details. N.B. It may not always be possible to extend the loan.

7. ALTERATIONS TO THE EQUIPMENT

The equipment should not be altered in any way without prior written agreement from Nelson Town 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.

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. If you would like any further advice on the safe use of the equipment please call Saleem Raja on 07990 039151