



## Equipment Loan Agreement Policy

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### 1. Aim of the Policy

The Town Council aim to ensure its equipment is maintained to the highest standard for use by customers.

To ensure the equipment is maintained accordingly, it will be loaned out externally to third party organisations who are local community groups/not for profit organisations. If you are thinking of holding or organising a community event and require equipment on loan, then you may be eligible for free hire 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 Town Council have available on loan, are listed below:

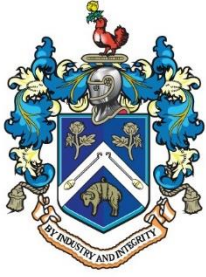
- Gazebos & Accessories
- Tables
- Chairs
- Hi-Vis Jackets
- Litter pickers

### 3. Requests for loaning Equipment

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 Town Council's equipment during the loan period.

### 4. Other Exceptions

The Town Clerk has the discretion to make exceptions to this policy based upon the nature of requests received from external third parties. The borrower will be required to complete and sign an "Equipment Loan Agreement" whereby the borrower agrees to pay for any damages which may occur to the Town Council's equipment during the loan period.



**Appendix A**

## **EQUIPMENT LOAN AGREEMENT**

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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**

<b>ITEMS</b>	<b>NUMBER HIRED</b>	<b>DETAILS</b>
Gazebo & Accessories		
Tables		
Chairs		
Hi-vis Jackets		

**LOAN PERIOD DETAILS**

<b>DATE FROM</b>	
<b>DATE TO</b>	
<b>DATE AND TIME SIGNED OUT</b>	

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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 ..... Signature.....

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