

Equipment Loan Agreement with Mid Ulster District Council ("the Council")

Name and address of the hirer: _____

The Hirer contact name: _____

The Equipment: INSERT DETAILED DESCRIPTION, SIZE AND QUANTITY OR REFER TO A SCHEDULE & ADD SAME TO END OF THIS AGREEMENT

The Term of loan: From INSERT TIME AND DATE to INSERT TIME AND DATE

TERMS AND CONDITIONS OF LOAN

- a. The Council will lend the Equipment to the Hirer free of charge on the terms and conditions of this Agreement. The Hirer will not supply the Equipment to any person or organisation.
- b. The Hirer will use the Equipment only for INSERT EVENT and for no other purpose.
- c. The Hirer will use the Equipment in accordance with all applicable laws, regulations, and governmental guidelines.
- d. Risk of any loss or damage to the Equipment will become the responsibility of the Hirer as soon as they take possession of it and will remain with the Hirer until the Equipment has been returned to the Council by the Hirer. The Hirer will make sure the equipment is insured for loss or damage to the equipment itself and that the Hirer will hold appropriate public liability insurance for the event/activity that the equipment is being borrowed for.
- e. The Hirer will keep the Equipment in good condition and repair (fair wear and tear excepted) throughout the Term of the loan, and will be liable for the costs and expenses of maintaining and repairing the Equipment.
- f. The Council reserves the right to reclaim the full value of the Equipment from the Hirer should the Equipment be damaged in any manner.
- g. The Hirer will not modify the Equipment.
- h. The Hirer's right to use the Equipment will come to an end on the expiry of the length of the hire agreement. The length of agreement may be extended only by the written agreement of the Council and the Hirer.
- i. Within [5] working days after the termination or expiry of this Agreement the Hirer will, at its expense, return the Equipment in good working order and repair to the Council at the address the Council notifies to the Hirer for that purpose.

- j. It is the Hirer's responsibility to have the Equipment checked by a suitably qualified person before it is used. The Council makes no representation and gives no warranty, condition or undertaking in relation to the Equipment.
- k. The liability of either party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement and the Equipment, will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.
- l. Nothing in this Agreement limits or excludes either party's liability for death or personal injury; any fraud or for any sort of liability that, by law, cannot be limited or excluded; or any loss or damage caused by a deliberate breach of this Agreement.
- m. The Hirer shall indemnify the Council in relation to all claims howsoever arising including those arising as a result of the Council's negligence that may arise in connection with or as a consequence of the loan of the equipment
- n. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties. The Council will not lend the equipment unless the group has been Demonstrated and understand to use assemble and use the equipment correctly in all weather conditions
- o. The signatories to this Agreement confirm that they have authority to sign the Agreement on behalf of the respective parties

SIGNED for and on behalf of the Council:

SIGNED for and on behalf of the Hirer:

Name

Name

Position

Position

Signature

Signature

Date

Date

THE SCHEDULE

The Equipment

DELETE IF NOT REQUIRED