

Equipment Loan Agreement (“the Agreement”)

Parties to the Agreement

The parties to the Agreement are:

(a) Name of Group (the “Hirer”): _____

Address of the Hirer: _____

Name of the Hirer’s
Authorised Representative: _____

Hirer’s Contact Number: _____

Hirer’s Email Address: _____

And

(b) Mid Ulster District Council of Circular Road, Dungannon, BT71 6DT

Hirer Requirements

Event Location and Description: _____

Date of Event: _____

Equipment*: _____

Loan Term: Collection Date: _____ Time: _____

Return Date: _____ Time: _____

* Equipment will, where necessary, be separately itemised in the Schedule to this Agreement

Note: The Equipment must be returned at the agreed date and time with no exceptions. Failure to comply with this requirement of the terms and conditions of the Loan may prevent future borrowing.

Closest Depot: Cookstown Dungannon Magherafelt
(Subject to availability, Council will endeavour to book the equipment at your closest depot)

AGREEMENT TERMS AND CONDITIONS

It is hereby agreed that:

- a. Council will lend the above Equipment to the Hirer on the terms and conditions of this Agreement. A deposit of £50 shall be payable by the Hirer and must be submitted to Council at the same time as the completed Equipment Agreement Loan. The deposit will be refunded providing the equipment is returned complete, on time and without damage

- b. The Hirer must contact Council’s Events Officers no less than 2 weeks prior to the proposed date of use to make an application for the use of the Equipment. In circumstances where the Equipment is to be made available to the Hirer, the Hirer must also complete and return a supplier set-up form to Council together with the deposit and completed Equipment Loan Agreement not less than 1 week prior to the proposed event date. Subject to the Equipment being returned complete, on time and without damage, the £50 deposit will be credited to the Hirer’s nominated bank account within

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approximately 28 days of inspection of the returned Equipment by Council

- c. The Hirer represents and warrants that they will use the Equipment only for the above named event and for no other purpose and will not lend, hire or otherwise supply the Equipment to any other person or organisation
- d. The Hirer agrees that it is responsible for collecting and returning the equipment in a suitable and safe manner and for satisfying any licensing and insurance requirements associated with the transportation of the Equipment
- e. The Hirer shall assemble, erect, use and dismantle the Equipment in accordance with the instruction and guidance provided by Council's representative(s) and shall comply with all relevant legislative and licensing requirements in relation to the use of the Equipment
- f. Risk of any loss or damage to the Equipment shall become vested in the Hirer as soon as it takes possession of the Equipment and shall remain with the Hirer until the Equipment has been returned and confirmed by Council's representative(s) as complete and undamaged. The Hirer shall ensure that the equipment is adequately insured against loss or damage
- g. The Hirer will keep the Equipment in good condition and repair (fair wear and tear excepted) throughout the Loan Term, and will be liable for the costs and expenses of maintaining and repairing the Equipment to the condition that it was in at the commencement of the Loan Term
- h. Council reserves the right to reclaim the full replacement cost of the Equipment from the Hirer should the Equipment be damaged in any manner in circumstances where Council's representative(s) reasonably believe that the Equipment should be replaced as opposed to repaired
- i. The Hirer represents and warrants that it will not remove any protective guards from or modify the Equipment in any way
- j. The Hirer represents and warrants that it shall procure and hold for the duration of the Loan Term such public and employers liability insurance and in such amount with a reputable insurer regulated by the Financial Conduct Authority (FCA) as Council may notify the Hirer of at the commencement of the Loan Term for the use of the Equipment. The Hirer further represents and warrants that any such insurances held shall indemnify Council as principal
- k. The Hirer represents and warrants that it shall indemnify Council and its agents, employees or other representatives against all loss or damage howsoever arising from or in connection with the Equipment or the use thereof whether by breach of contract negligence or other tort of either party or their agents, employees or other representatives
- l. The liability of either party of this Agreement to the other for any breach of this Agreement, any negligence or other tort arising in any other way from the subject

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matter of this Agreement and/or 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

- m. 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.
- n. The Hirer's right to use the Equipment will end on the expiry of the Loan Term. The length of agreement may only be extended with the written agreement of both Council and the Hirer
- o. Within five [5] working days of the termination or expiry of this Agreement the Hirer will, at its expense, return the Equipment in good working order and repair to Council at the address Council notifies to the Hirer for that purpose
- p. It is the Hirer's responsibility to have the Equipment checked by a suitably qualified person before it is used. Council makes no representation and gives no warranty, condition or undertaking in relation to the Equipment or its suitability for the use intended by the Hirer
- q. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties.
- r. The Hirer represents and warrants that it understands and agrees that Council will not lend the Equipment unless the, where applicable, safe assembly, erection, use and dismantling of the Equipment in all weather conditions has been demonstrated to and understood by the Hirer
- s. The Hirer confirms that accepting possession of the Equipment shall evidence its confirmation that the, where applicable, safe assembly, erection, use and dismantling of the Equipment in all weather conditions has been demonstrated to and understood by the Hirer
- t. The Hirer warrants that it shall only assemble, erect, use and dismantle the Equipment in suitable weather conditions and shall on all occasions do so in accordance with instructions and demonstrations previously given by Council

SIGNED for and on behalf of the Hirer:

Name _____

Position _____

Signature _____

Date _____

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SIGNED for and on behalf of the Council:

Name _____

Position _____

Signature _____

Date _____

SCHEDULE

Where necessary, Council representative to detail Equipment here

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Detailed Description of The Equipment Required (if not covered on page 1):

A large, empty rectangular box with a thin black border, intended for a detailed description of the equipment required. The box is currently blank.

Equipment Loan Agreement Check List

Name of Group: _____

Name of Group representative: _____

Mobile Number for Group representative: _____

Equipment being loaned: _____

Please tick to confirm that:

- I have read and agree to the Terms and Conditions of the Equipment Loan Agreement
- I am authorised by the Group to accept the Terms and Conditions of the Equipment Loan Agreement and to sign the Agreement on behalf of the Group
- I will ensure that the equipment is assembled, erected, used and dismantled as instructed and in accordance with the Terms and Conditions of the Equipment Loan Agreement
- I will ensure that the equipment is securely held and returned at the agreed date and time

Signed: _____ Date: _____

Equipment Collection

Name of person collecting the equipment

(if different from above): _____

Mobile Number for person collecting the equipment

(if different from above): _____

Depot Equipment will be collected from: _____

Agreement time of collection _____ on _____

Depot Equipment will be returned to: _____

Agreement time of return _____ on _____

Please tick to confirm that:

- I am authorised by the above Group to collect the equipment
- I have access to a vehicle, which is suitable for transportation of the equipment
- I hold a valid current driving licence and current motor insurance, both of which are sufficient to allow me to drive and use the aforementioned vehicle to transport the equipment
- I have been shown and I understand how to assemble, erect, use and dismantle the equipment correctly and safely

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- I have read and agree to the Terms and Conditions of the Equipment Loan Agreement.
- I will ensure that the equipment is assembled, erected, used and dismantled correctly and safely as shown to me and in accordance with the Terms and Conditions of the Equipment Loan Agreement
- I will ensure that the equipment is only assembled, erected and used on a suitable surface and weighted/guarded correctly
- I will ensure that the equipment will not be assembled, erected, used or dismantled near reasonably foreseeable potential hazards such as roads/passing traffic
- I will check weather forecasts in advance of the assembly, erection and use of the equipment and will NOT permit the assembly, erection or use of the equipment in advance of or during windy or otherwise inappropriate conditions

Signed: _____ Date: _____

Equipment Return

Name of person returning the equipment: _____

Mobile Number for person returning the equipment: _____

Depot Equipment returned to: _____

Time of return _____ on _____

Please tick to confirm that:

- I have returned all equipment
- I understand that the equipment may not be checked immediately on receipt and that, where this is the case, Council will check it as soon as practicable

Signed: _____ Date: _____

FOR COUNCIL USE ONLY – EQUIPMENT CHECK (POST RETURN)

Please tick to confirm that:

- I have inspected all equipment returned
- I am satisfied that all equipment loaned has been returned in an acceptable condition
- I am not satisfied that all equipment loaned has been returned in an acceptable condition
- I have communicated the information relevant to this equipment return to:

Name: _____ on date: _____

Signed: _____ Date: _____

Update on the Loan Equipment – Appendix Three

Loan Agreement Process

- All requests for the Loan of Council Equipment, must be made in writing to the designated Officer, within each department a minimum of 2 weeks prior to the requested date. The designated Officer will then cross reference dates to ensure the request does not conflict with any corporate events; corporate events must have priority. This will allow sufficient time for documents to be completed and approved.
- If the equipment is available, the Designated Officer will email an Equipment Loan Agreement Form, a Check List to be completed signed and returned before arriving on site to collect the equipment. In addition to this, an Insurance Questionnaire will be emailed for the group making the request to forward to their insurance broker to confirm public indemnity of £5million which covers the loan of equipment.
- In addition to this, an Insurance Questionnaire will be emailed for the group making the request to forward to their insurance broker to confirm public indemnity of £5million which covers the loan of equipment.
- A refundable £50 deposit will be payable in advance of the collecting the equipment. This payment will be taken by the Designated Officer via in cheque, Credit/Debit Card or cash. Subject to no damage the £50 will be refunded, in accordance with Council Policy. The officer will need to distribute a Supplier Set-up form, to enable an account to be created, then an order number will need to be generated to enable council to refund the £50 deposit subject to no damage.
- The Designated Officer will notify the appointment staff at the closet depot to the group. The appointment member of staff will be requested to meet the group, show the group how to erect and dismantle the equipment safely in addition to signing equipment out/in). The group must collect the equipment in suitable clean transport, hold a valid current driving licence and current motor insurance and be notified of unsafe weather conditions. The group should be informed to wear suitable protective clothing when erecting and dismantling the equipment.
- A collection and return time must be agreed to avoid public or staff waiting. On collection, the group will be required to complete a check list.
- All equipment must be collected and returned by the group. The Council will not deliver equipment.
- The staff must inspect the equipment and sign back in with no damages recorded. If, damaged, the damages must be report to the designated officer and the group must pay for the damages.

All Council equipment should be annually serviced, with maintenance records kept.

Appendix Four -

Equipment Notified About	Price If Applicable	Responsible Department
Mobile stage PA system Display Boards	£130 per booking £80 per booking £105 per booking	Parks
25 Gazebo's – Dungannon Depot 25 Gazebo's – Magherafelt Depot 12 Gazebo's – Cookstown Depot (TBC) 120 Crowd Barriers – Cookstown Depot 16 Picnic tables – Magherafelt Depot 32 benches – Magherafelt Depot	No cost applied	Events
Litter Pickers Carnival/Recycling Games Recycling Trailer	No cost applied No cost applied Any general waste contained in the trailer which has to be disposed of to landfill at cost of £140 per tonne.	Env. Services