

## **Terms & Conditions of Equipment Loan Agreement (BAT DETECTORS)**

- THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:
- "User" shall mean the party with whom Faversham Town Council enters into the "Agreement"
- The "agreement" shall mean the agreement made between Faversham Town Council and the user included in this Loan Agreement form
- The "equipment" shall mean the Bat Detector(s) that are being loaned
- The "whole loan period" shall mean the date collected from Faversham Town Council until the date returned to Faversham Town Council
- 2. TRANSPORT All transport costs shall be paid by the user unless specified otherwise in this agreement. The user is responsible for loss and damage to the equipment whilst in transport as well as during the loan period.
- LOAN PERIOD The period of Loan shall commence and cease on the dates specified in the Loan Agreement Form. The user will be responsible for the equipment from the date of collection until it is returned to Faversham Town Hall, 12 Market Place, Faversham, ME13 7AE.
- 4. RETURN OF EQUIPMENT The equipment shall be returned to Faversham Town Council on the date specified in the Loan Agreement Form. The equipment must be returned with the original equipment instructions and the batteries.
- 5. FAILURE TO RETURN If the user does not return the equipment to Faversham Town Council within 24 hours of the specified return date in the Loan Agreement Form, THIS AGREEMENT SHALL CONSTITUTE A BINDING ORDER TO HIRE THE EQUIPMENT AT THE STIPULATED UNIT COST OF £25 for each full day that the equipment is not returned. The user shall accept and pay any invoice issued by Faversham Town Council reflecting such hire without the necessity of further documentation being exchanged between the parties.

- ALTERATIONS TO THE EQUIPMENT The equipment should not be altered in any way without prior written agreement from Faversham Town Council; the user may be liable for the full replacement cost(s) of the equipment without this written permission. UNAUTHORISED ALTERATION OF THE EQUIPMENT IS STRICTLY PROHIBITED.
- 7. LOSS OR DAMAGE TO THE EQUIPMENT The user 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.

## The User will:

- Ensure that the Bat Detector(s) are always kept safe and secure.
- Only use the Bat Dectector(s) for the purpose it was intended.
- Return the Bat Detector(s) to the Town Council Office at Faversham Town Hall, 12 Market Place, Faversham, ME13 7AE on the agreed date.
- Included in the boxes are the Bat Detectors, batteries and instructions all of which much be returned in the box.

If you wish to borrow a Bat Detector, please complete the form below. Once the form has been received, we will contact you to advise when the Bat Detector(s) will be available to borrow, and a collection time and date will be agreed. When you come to collect you will need to bring a form of photo ID (eg driving licence or passport) and proof of address, before we can release the Bat Detector(s).

Any questions you have regarding the Bat Detectors can be sent to\_Rob Gibbs via email: <a href="mailto:rob.gibbs@favershamtowncouncil.gov.uk">rob.gibbs@favershamtowncouncil.gov.uk</a> or you can call the Town Council Office on <a href="mailto:01795-503286">01795-503286</a>.

Name *
Ivairie
First
Last
Address *
Address Line 1
Address Line 2
Address Line 3
Postal Code
Email *
Phone *

Number of Bat Detector(s) required (up to 12 available): \_\_\_\_\_