

This agreement is between **(insert owner)** and **(insert borrowing organization)**.

Terms and Conditions of Loan

1. The owner will lend the equipment to the borrowing organization on the terms and conditions of this agreement
2. The equipment shall be loaned from **(insert date)** until **(insert date)**, the loan period
3. The loan period may be extended by mutual consent of both parties
4. No variation or amendment of this agreement will be effective unless it is made in writing, this can be by email

Collection and Delivery of Equipment

1. The borrower must arrange a mutually convenient time to collect the equipment on the first day of the loan period and to return it on the last day of the loan period

Payment

1. The equipment is to be loaned for **(insert cost – at rate per day/week/month)**

Title and Risk

1. Title and all rights to the equipment shall at all times remain with the owner of the equipment. The borrowing organization acknowledges that it has no right, title or property in the equipment
2. The owner will have the equipment checked to ensure it is fit for purpose prior to collection
3. Risk of any loss or damage to the equipment will become the responsibility of the borrowing organization upon it leaving the owners possession and shall not revert back to the owner until the equipment is back on the owners premises
4. The borrowing organization will ensure that the equipment to be borrowed is age appropriate to its intended audience

Cleanliness

1. The equipment should be appropriately cleaned prior to the loan period by the owner and following the loan period by the borrowing organization to avoid risk of crosscontamination

Owners Obligations

1. Provide the borrowing organization with operating, maintenance and servicing instructions as appropriate
2. Provide the necessary information about training requirements for the correct use of the equipment
3. Ensure the equipment has undergone the checks detailed in 'Title and Risk' point 2

The borrowing organizations undertakings

The organization borrowing the equipment agrees that during the loan period it shall:

1. Keep the equipment in its possession and control and ensure that it is secure against loss, damage and theft
2. Operate the equipment in accordance with any operating instructions issued for it and for the purpose it was designed

- 3. Ensure that the equipment is used by an appropriately skilled and trained member of staff
- 4. Any required maintenance and repair of equipment shall be performed by approved personnel.
Ensure that relevant Health and Safety regulations are met at all times
- 5. Keep the equipment in good working order, fair wear and tear excepted
- 6. Ensure that identification marks or labels on the equipment are not removed, defaced, amended, and obscured including those which identify the equipment as belonging to the owner
- 7. The equipment will not be modified without first obtaining the owners written approval

Insurance

In the event of the equipment being lost or damaged:

- 1. The borrowing organization agrees to pay the replacement cost as indicated below

OR

- 2. The equipment is covered under the owners insurance; the owner will ensure the equipment is covered for use off site

OR

- 3. The borrowing organization are required to take out additional insurance

Please state one of the above options:

Inventory of Equipment

Please list all equipment being loaned and replacement costs where applicable.

EQUIPMENT ON LOAN	REPLACEMENT COSTS

Signed on behalf of **(insert name of owner)**

Signature _____ Date _____

Print Name _____ Title _____

Signed on behalf of **(insert name of borrower)**

Signature _____ Date _____

Print Name _____ Title _____