

CREATIVITY LAB

EQUIPMENT HIRE TERMS AND CONDITIONS

HIRE OF EQUIPMENT

- a. Creativity Lab (Library) will provide for hire the equipment stated in the booking confirmation (hereinafter the 'Equipment') to the hirer for the term stated in the booking confirmation (hereinafter the 'Hire Period').
- b. The Equipment shall at all times remain the property of the Creativity Lab (Library) and the hirer shall have no right, title or interest in or to the Equipment (save the right of possession and use of the Equipment subject to these terms and conditions).
- c. The risk of loss, theft, damage or destruction of the Equipment shall pass to the hirer when it leaves Creativity Lab (Library)'s premises. The Equipment shall remain at the sole risk of the hirer until such time as the Equipment is redelivered to Creativity Lab.
- d. The hirer shall not be required to make payment to Creativity Lab (Library) for the hire of the Equipment. The consideration received by Creativity Lab (Library) is engagement by the hirer in the Creativity Lab (Library). The consideration received by the hirer is the benefit of using the Equipment.
- e. A fine will be payable to Creativity Lab (Library) where Equipment is returned later than the end of the Hire Period. Email reminders will be sent to the hirer before the end of the Hire Period to remind the hirer when the Equipment is due to be returned.

HIRER'S RESPONSIBILITIES

During the Hire Period, the hirer shall:

- a. check the Equipment immediately upon receipt to ensure that it is in good and safe working order and promptly raise any issues or concerns with Creativity Lab (Library);
- b. keep the Equipment in the hirer's possession and control;
- c. obtain and maintain throughout the Hire Period all licences, consents and clearances as may be necessary to hold, use and store the Equipment;
- d. not loan, transfer, lien, encumber, sell or otherwise dispose of the Equipment without Creativity Lab's (Library)'s prior written permission nor do any act inconsistent with Creativity Lab's (Library)'s unencumbered ownership or its right to re-delivery;
- e. operate the Equipment in accordance with any instructions provided by the manufacturer or Creativity Lab ;
- f. only allow the Equipment to be used by appropriately skilled and trained members of staff;
- g. not permit anyone who is not an employee of the hirer to use the Equipment;
- h. maintain the Equipment in good and safe working order at the hirer's own cost;

- i. ensure that any required maintenance, servicing and repair of the Equipment is performed by suitably qualified personnel or companies;
- j. ensure that identification marks or labels on the Equipment are not removed, defaced, amended or obscured including those which identify the Equipment as belonging to Creativity Lab (Library);
- k. not modify or adjust the Equipment without the prior written consent of Creativity Lab (Library);
- l. facilitate timely inspection by Creativity Lab (Library) or an appointee of Creativity Lab (Library) of the Equipment when given at least 7 days' prior written notice by Creativity Lab (Library);
- m. comply with all relevant health and safety regulations at all times. Creativity Lab (Library) will not be responsible for any accidents or injuries which occur while the Equipment is on the hirer's premises or otherwise under the hirer's control;
- n. be responsible for any loss or damage to the Equipment and reimburse Creativity Lab (Library) in full for the cost of any such loss or damage; and
- o. restore settings, clean, decontaminate and return the Equipment at the end of the Hire Period in good and safe condition (fair wear and tear expected) and virus and malware free, or dispose of it as the Creativity Lab (Library) may require.