

## Equipment Loan Agreement Terms and Conditions

### Definitions:

**Deposit:** £20 sterling per piece of loaned equipment, paid through MRM Connect and recovered by the loanee on the successful return of each piece of equipment at the end of the loan period in-line with these terms and conditions.

**Equipment:** The equipment available for loan as identified in Point 10 of this agreement.

**Loanee:** The customer to whom equipment is being loaned to by South Ayrshire Council.

**Loan Period:** The time period during which the equipment is loaned by South Ayrshire Council to the loanee.

**SAC:** South Ayrshire Council – the organisation that is loaning the equipment

### Terms & Conditions:

1. The equipment loaned will only cover the time period that SAC's facilities remain closed to the public. However, the loan period is solely at the discretion of SAC. Should SAC require the equipment to be returned, we will notify you 48 hours in advance of collection and agree a reasonable collection time between 8.00am and 8.00pm with you.
2. Any equipment loaned to customers is done so at the loanee's own risk. SAC will not be held liable for any personal injury to household members or damages to the home environment through the use, storage, misuse or management of the equipment during the loan period.
3. All loaned equipment must be stored safely by the user and kept indoors when not in use.
4. No adaptations or modifications are to be made to the equipment.
5. Equipment loaned must only be used by the loanee who must be over the age of 18.
6. Upon receipt of a request for a loan of equipment, your personal details will be cross-referenced to validate your request. Your request will then be cross-checked against available equipment. SAC reserve the right to refuse the loan of any equipment which will be solely at our discretion.
7. A £20 deposit per item of equipment will be required. This will be payable via MRM Connect. Information will be provided in your order confirmation email. On collection of the equipment, and subject to points 17 and 18 of this agreement being met, on successful return of the equipment your deposit(s) will be returned to you. Deposits will be returned within 5 working days via bank transfer or cheque. SAC will send you a confirmation email when deposits have been returned.
8. In circumstances where we cannot provide the exact piece of equipment due to demand, we will look to substitute this with the nearest available and likened piece of kit
9. Each customer may only be loaned one of each item of equipment and an overall maximum of two items of equipment. *By way of an example, one set of 16kg dumbbells and one medicine ball would be accepted but an additional set of 20kg dumbbells will not be permitted. In this example, each piece of equipment would be subject to a £20 deposit and therefore, the total deposit payable would be £40.*
10. Equipment covered within this agreement is as follows:
  - Dumbbells
  - Plates
  - Bars
  - Clips
  - Sandbags
  - Medicine Balls
  - Slam Balls
  - Kettlebells
  - Step boxes
  - Body Pump Kit (step/bar/plates various & mat) – subject to £40 Deposit
11. Orders will be coordinated between 12pm on Friday 24<sup>th</sup> April 2020 and 8pm Saturday 25<sup>th</sup> April 2020.
12. Prior to order confirmation and paying your deposit, once your order has been acknowledged you will receive a call from one of our Gym Attendants who will conduct a verbal induction aligned to the nature of the equipment you have requested, your personal ability and your environment in which you will be using this equipment.

13. Subject to successful completion of point 12, distribution of equipment will take place from SAC to your home between 8am on Wednesday 29<sup>th</sup> April and 8pm on Friday 1<sup>st</sup> May.
14. On receipt of the equipment you have ordered, you will be required to reply to the delivery email received on the delivery day. This reply will be confirmation that you have received the equipment and confirm you have completed a verbal induction.
15. All loanees who receive equipment from SAC will be encouraged to join our closed community Facebook page to enable you to receive daily updates, check ins, tips on exercises and technique based on the equipment you have acquired and to enable you to stay engaged with us during this time.
16. On completion of the loan period, we will notify all loanees and arrange a collection window where SAC will collect the items from your home. We will provide you with 48 hours advance notification of any collection period and use all reasonable endeavours to ensure the equipment is collected at a convenient time between the hours of 8.00am and 8.00pm.
17. On collection, the equipment loaned will be checked for damage beyond any reasonable wear and tear and once confirmed as returned in good condition you will be refunded your deposit in line with point 7.
18. Should equipment become lost or stolen your deposit will not be returned and we may seek to recover any further reasonable costs associated with replacement of the equipment loaned.