



Town Council Outdoor Games Loan Agreement (Free of Charge)

Loan Agreement

This Loan Agreement ("Agreement") is made between:

Lender: Arlesey Town Council

Address: Community Centre, High Street, Arlesey, Beds SG15 6SN

and

Borrower:

Name/Organisation: _____

Address: _____

Telephone: _____

Email: _____

1. Equipment Loan

The Town Council agrees to loan the following outdoor games and equipment to the Borrower free of charge:

All equipment remains the sole property and asset of **Arlesey Town Council** at all times.

2. Loan Period

Collection Date: _____

Return Date: _____

The Borrower agrees to return all equipment by the agreed return date unless an extension has been authorised by the Town Council.

3. Conditions of Use

The Borrower agrees to:

- Use the equipment responsibly and only for its intended purpose.
- Take all reasonable care of the equipment whilst it is in their possession.
- Keep the equipment secure and protected from theft, loss, misuse or avoidable damage.
- Return all items clean, complete and in a serviceable condition.
- Notify the Town Council as soon as reasonably practicable of any damage, loss or defect occurring during the loan period.

4. Damage, Loss or Missing Items

The Borrower acknowledges that the equipment is provided free of charge but accepts responsibility for its safekeeping during the loan period.

Should any item be returned damaged (other than fair wear and tear), lost, stolen or incomplete, the Town Council reserves the right to recover the reasonable costs of repair or replacement.

Any charge payable shall be determined by resolution of the Full Council, taking into account the nature and extent of the damage or loss, the cost of repair or replacement, depreciation where appropriate, and any other relevant circumstances. The decision of the Full Council shall be final.

5. Waiver or Reduction of Charges

Notwithstanding Clause 4, the Town Council reserves the absolute discretion, by resolution of the Full Council, to waive, reduce or otherwise determine that no charge shall be payable where it considers it fair and reasonable to do so, having regard to all of the circumstances of the loan and the nature of the damage or loss.

Nothing in this Agreement shall oblige the Town Council to recover any costs, nor shall any previous decision to waive or reduce charges create a precedent or expectation that a similar decision will be made in future cases.

6. Liability

The Borrower is responsible for ensuring that the equipment is used safely and appropriately throughout the loan period.

The Town Council accepts no responsibility or liability for any injury, death, loss, damage or claim arising from the Borrower's possession or use of the equipment, except where liability cannot be excluded by law.

7. Inspection of Equipment

A representative of the Town Council will inspect the equipment upon its return.

Any missing, damaged or defective items will be recorded and may be reported to the Full Council for consideration under Clauses 4 and 5 of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

9. Acceptance

By signing below, the Borrower confirms that:

- They have received the equipment listed above in satisfactory condition.
 - They have read and understood this Agreement.
 - They agree to comply with its terms and conditions.
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Signed on behalf of Arlesey Town Council

Name:

Position:

Signature: _____

Date:

Borrower

Name: _____

Organisation (if applicable) _____

Signature: _____

Date: _____

Equipment Return Record

Date Returned: _____

Inspected by: _____

Condition of Equipment:

☐ Returned complete and in satisfactory condition

☐ Damage noted (details):

☐ Missing items (details):

Comments:

Inspector's Signature: _____