

## **Lower Oldpark Gardening Equipment Lending Policy**

### Loan Agreement

Before borrowing equipment, the borrower must sign a written agreement which will cover:

- Agreement parties involved.
- Location where gardening work is to be carried out (at no more than two properties).
- The equipment being borrowed (no more than six items at a time).
- The loan period.
- Health and safety obligations.
- LOCA liability.
- Equipment damage/ non-return.
- Signatures for borrowing and return.

### Equipment Loan Charges

There will be no charge for borrowing the equipment.

### Service Availability

The service will be made available to residents aged 18 years and above living in the Lower Oldpark neighbourhood. Proof of age and residence will be required when appropriate.

### Knowledge of Use of Equipment

By taking a piece of gardening equipment, the borrower is agreeing that they know how to use it properly.

### Where Equipment Can Be Used

The gardening equipment borrowed can only be used to carry out work at the properties specified on the loan agreement. Work can be carried out at up to two properties during any one loan period.

### Number of Pieces of Equipment

Up to six pieces of gardening equipment can be borrowed during any one loan period.

### Loan Period

Equipment can be borrowed for up to one or two days. The loan period will start and finish on days and at times specified on the loan agreement.

### Reserving Equipment for Loan

Equipment can be reserved for loan in advance, subject to availability. Specific days, times and loan duration must be agreed at the time of reservation.

### Loan Refusal

LOCA reserves the right to refuse to provide equipment on loan if it appears that lending the equipment might, potentially, result in a threat of harm or actual harm to the borrower, the user, any other person or any animal, or damage to any property.

### Equipment Use

The garden equipment borrower will sign, as part of the loan agreement, to:

- Follow all equipment related use guidelines/ instructions or related health and safety guidelines/ instructions provided with the equipment.
- Use the equipment only for the purpose(s) for which it was intended.
- Store and use all the equipment borrowed in a manner that does not cause a threat of harm or actual harm to the borrower, the user, any other person or any animal, or damage to any property.
- Cease to use the equipment if there is any threat of harm or actual harm to the borrower, the user, any other person or any animal, or damage to any property.

### Equipment Return

- The borrower will be able to borrow the equipment for either twenty-four hours or forty-eight hours. The loan period will start and finish on days and at times specified on the loan agreement.
- It will be necessary for equipment to be returned to the Centre before the agreed loan period is up and during LOCA opening times.
- Equipment will be checked for damage by LOCA, with the borrower present, at the time of return.
- The borrower and LOCA will sign the final part of the loan agreement confirming return of the equipment in proper condition.

### Damage/ Non Return Policy

- The borrower will carry out a pre-loan check and identify any pre-use damage to the equipment. LOCA will record this damage.
- The borrower must report to LOCA any damage caused to the borrowed equipment during the loan period.
- Liability for any damage to the equipment borrowed will rest with the borrower.
- If damage is caused to the borrowed equipment during the loan period, the borrower must:
  - Arrange for repairs to be carried out and cover the cost of the repairs or;
  - Agree to LOCA arranging for the repairs to be carried out and the borrower reimbursing LOCA the cost of the repair work.
- If borrowed equipment is damaged and cannot be repaired and, as a consequence, cannot be used, the borrower must:
  - Arrange for the equipment to be replaced and cover the cost or;

- Agree to LOCA arranging for the equipment to be replaced and the borrower reimbursing LOCA the cost of the replacement.
- In the event that the borrowed equipment is not returned by the borrower, they must:
  - Arrange for the equipment to be replaced and to cover the cost or;
  - Agree to LOCA arranging for the equipment to be replaced and the borrower reimbursing LOCA the cost of the replacement.

### LOCA Liability

The loan agreement signed by borrowers will state that LOCA does not accept liability for any injuries or damage arising from the transport, storage or use of the equipment during the loan period.