

Terms & Conditions of Media Stores Loaning of Equipment

Definitions

- 1.1 "Items" "equipment" and "kit" means the equipment and all articles and material hired out or supplied by Media Stores.
- 1.2 "Return by date" means the date on which the equipment agrees to return the kit to Media Stores, as set out during the loan, or otherwise agreed in writing.
- 1.3 "Contract" means the agreement between media stores and the user for the loan of the equipment in accordance with and incorporating these Terms & Conditions.
- 1.4 "User" means any member of staff or student at Winchester School of Art who requests a loan from Media Stores.
- 1.5 "Media Stores" means any member of staff acting on behalf of the interests of equipment owned by the University, and also the physical space where the equipment owned by the university is stored: W1195/W1197.

Acceptance of Terms and Conditions

- 2.1 Unless otherwise agreed in writing by a technical services member of staff, any loan by the user for equipment shall be construed as an express acceptance of these Terms & Conditions.
- 2.2 Loans are only available to current students who are not in debt with the University.
- 2.3 The user may loan equipment in person only and not on behalf of anyone else, unless otherwise agreed in writing by a technical services member of staff.
- 2.4 The user may only loan equipment when a valid University ID card is presented, or a University username with a valid form of photo ID (passport or driving license).
- 2.5 Requests for loans via e-mail, telephone, or verbally outside of the opening hours, are not required to be honoured.
- 2.6 Media Stores reserves the right in its absolute discretion to refuse to accept any request for a loan.
- 2.7 Joint loans or loans to a group of users are not permitted. It is the responsibility of one user to accept the terms and conditions and be liable to any loss or damages incurred.

Loan Period

- 3.1 The loan period for equipment shall commence from the moment the equipment is accepted by the user (and unless returned earlier) shall continue until the Return By Date.
- 3.2 Media Stores will use its reasonable endeavours to have the equipment available or collection, but Media Stores shall not be responsible for any consequences of a delay due to circumstances beyond its control.
- 3.3 Loan periods may be extended by agreement between Media Stores and the user, subject always to the availability of the equipment.
- 3.4 Equipment must be returned by 16.00 on the return by date to ensure other users may take out a loan that day.
- 3.5 If equipment is not returned by the agreed date, the user's account will be suspended from the date the equipment is overdue, and a further 7 days from when the last overdue equipment is returned.
- 3.6 If equipment is not returned within 28 days from the agreed return by date, you will be invoiced for the full replacement costs, including postage and packaging, and any administration costs incurred.
- 3.7 Opening hours are stated clearly on the door to media stores. Requests for loans outside these times are not accepted.
- 3.8 Loan periods are stated in the equipment matrix and durations of loans must be followed at all times, unless otherwise agreed in writing between Media Stores and a senior member of staff.

Inspection and Condition

- 4.1 The user shall inspect and satisfy itself as to the condition and suitability of the equipment before the user accepts it.
- 4.2 Notwithstanding the foregoing, the use of the equipment by or on behalf of the user shall be conclusive evidence that the equipment is in satisfactory condition and good working order at the commencement of the loan period.
- 4.3 The user is responsible for returning the equipment at the end of the loan period in satisfactory condition and good working order, save for fair wear and tear.
- 4.4 The user shall pay any losses or costs at Media Stores discretion; the lesser of the full replacement cost of the damaged equipment or the cost of repairing and reinstating the equipment to the condition it was in at the commencement of the loan.
- 4.5 Media Stores liability in respect of faulty equipment shall be limited to the adjustment, repair or replacement of such equipment and, for the avoidance of doubt, Media stores shall not be liable for the cost of retaking or reshooting any material which is not captured or is lost, and shall have no liability for any other costs or losses incurred by the user, as a result of the equipment being faulty, equipment being loan incorrectly, or equipment loans being late.

Damage and Loss

- 5.1 Risk in the equipment shall pass to the user on the loan date and the user shall be responsible, for the duration of the loan period, for the cost repairing or replacing all equipment.
- 5.2 It is the user's responsibility to ensure that all equipment is checked back into Media Stores correctly.

Intellectual Property Rights

- 6.1 The user represents and warrants that no intellectual property rights, or other proprietary rights of any third party, now existent or hereafter created will be infringed by virtue of the user's use of Media Stores equipment.
- 6.2 The user represents and warrants that no materials or data deposited with Media Stores shall contain any material which is defamatory, blasphemous or obscene, or which is otherwise contrary to any applicable laws, regulations or codes of practice.

Termination of Loan

- 7.1 If the user fails to return any equipment under the contract agreement between Media Stores, or shall commit a breach of other terms and conditions, Media stores may at any time give the user written or verbal notice to terminate the loan.

User's Duties

- 8.1 During the period of the loan, the user shall:
 - 8.1.1 Keep the equipment in its custody and control and shall not sell, loan, assign, pledge, or encumber, or part with possession of or suffer and lien to be created over the equipment or any part thereof (unless otherwise agreed in writing by Media Stores)
 - 8.1.2 ensure that equipment is used in a skilful and proper manner and only by persons having the appropriate training and experience and who are familiar with the equipment and not on any abnormal or hazardous assignment.
 - 8.1.3 Take proper care of the equipment and ensure that it is properly stored and protected from interference and damage from any source whatsoever including the effect of the elements and its surroundings, and interference from strangers.
 - 8.1.4 not take or allow any of the equipment to be taken out of the United Kingdom mainland without the prior written authority from Media Stores and in the event of that authority being given only on such terms as the company deems fit.
 - 8.1.5 comply with all health and safety legislation in relation to the services performed with the equipment.
 - 8.1.6 return equipment on the return by date.
 - 8.1.7 check University e-mails daily to view and receive updates from Media Stores, relating to the continuation of the loan or enquiries arising from its loan.
- 8.2 The user shall fulfil its obligations under this contract in compliance with all applicable laws and regulations, including all binding codes of conduct and judgements.
- 8.3 The user is responsible for ensuring that all equipment is returned safely to stores.
- 8.4 If equipment is returned and the user is still getting e-mails, it is still the user's responsibility to contact Media Stores to discuss this.

Replacement, Damage and Repairs

- 9.1 The user shall at all reasonable times during the relevant loan period, permit Media Stores access to the equipment to inspect, test, adjust, repair, alter or replace the same.
- 9.2 If at any time during the loan of the equipment or any part thereof is deemed to require repair, the user shall return the equipment to Media Stores at the soonest possible time.
- 9.3 If any equipment needs to be taken to be inspected or repaired during a loan period, Media Stores will endeavour to find a suitable replacement for the remainder of the loan period, but accepts no liability for any losses incurred as a result to no replacement being available.
- 9.4 If the equipment's condition results in damage or the need for repair to the whole or any part, then the user will be invoiced by the finance department for all costs incurred.

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