



## Oswestry Rural Parish Council

### EQUIPMENT HIRE POLICY

#### Introduction

Oswestry Rural Parish Council will sometimes make available certain items of equipment for use to residents of its parish and community groups including registered charities. The council reserves the right to charge for the hire of the equipment. Any request for the hire of equipment must be made in writing to the Clerk.

This policy explains the Terms and Conditions that will apply to any hire.

#### Terms and Conditions of Equipment Hire

1. The parish council will let and the Hirer will take on hire the equipment specified in the Hire Agreement.
2. The duration of the hire shall be agreed and confirmed in the Hire Agreement.
3. The equipment may be used during the period of hire only by persons appointed by the council and may not be re-hired or loaned to any other person, group, charity or company without the prior permission of the council.
4. The Hirer shall pay to the council as payment for the hire of the equipment for the period and the sum stated in the Hire Agreement. If the Hirer fails to pay the full amount by the agreed date, the council will seek to obtain the full amount outstanding, along with any costs of debt recovery and additional court and ancillary costs.
5. The Hirer shall pay for all consumables used in the equipment during the period of hire.
6. The council shall supply the equipment in a safe and useable condition.
7. The Hirer must ensure that at all times the equipment is kept safe and dry.
8. The Hirer acknowledges that they shall be liable in respect of any loss, repair or late return of equipment and will be charged for the additional costs in relation to the hire.
9. If the equipment is damaged or requires repair whether because of an accident or breakdown, the Hirer shall advise the council of the full circumstances by telephone or email as soon as practicable.
10. The Hirer shall not arrange or undertake any repairs without the authority of the council except to the extent that the repairs are necessary to prevent further damage to the equipment or to other property.
11. The Hirer shall at or before the expiry of the term of the hire, deliver the equipment at the agreed time, or obtain the council's consent to the continuation of hire.
12. The council shall have the right to terminate the hire and take immediate possession of the equipment if the Hirer fails to comply with any of the terms and conditions of hire, or if the equipment is damaged. The termination of the hire under the authority of this clause shall be without prejudice to the other rights of the council and the rights of the Hirer under these terms and conditions.

<i>Date adopted:</i>	<i>29 September 2015</i>
<i>Reviewed:</i>	<i>26 September 2017</i>
<i>Reviewed without change:</i>	<i>5 January 2022</i>
<i>Next review date:</i>	<i>January 2025</i>