

## SWT Pirbright HQ Wildlife Recording Kit – Hire Agreement

The items in Surrey Wildlife Trust Pirbright HQ wildlife recording kits, are for the use of Surrey-based community groups. Please take care of the kits you borrow and report any damage to the Communities team: [communities@surreywt.org.uk](mailto:communities@surreywt.org.uk)

### Agreement and Liability Waiver

By borrowing the Wildlife Recording Kit from Surrey Wildlife Trust, you are agreeing to the following statements:

- I acknowledge my responsibility as the borrower of the Wildlife Recording Kits to utilise them properly and with all necessary safety equipment.
- I thereby waive any claims against Surrey Wildlife Trust for any personal injuries sustained during the use of the borrowed items, except those caused from defects known to the Trust but undisclosed to me and not readily apparent to a general member of the public with suitable proficiency in using the kits.
- I release, indemnify, and hold harmless Surrey Wildlife Trust from any liability, loss, claims, demands, actions, or causes of action, for any injury or fatality to any individual or property damage suffered in connection with the use of the Wildlife Recording Kits borrowed from Surrey Wildlife Trust.
- I have read and fully understand the Hire Agreement and understand that failure to comply to its stipulations may lead to the revocation of borrowing privileges and/or legal repercussions.
- I affirm to the accuracy and currency of the information provided on the Surrey Wildlife Trust booking form. I understand that this information may be subject to verification.

By reserving a Wildlife Recording Kit from Surrey Wildlife Trust, the individual acknowledges that they have read and agrees to this Hire Agreement.

### Terms and Conditions

By borrowing a Wildlife Recording Kit from Surrey Wildlife Trust, you are agreeing to follow these terms and conditions:

- Individuals must be aged eighteen or over to borrow a loans kit and must provide proof if requested.
- Kits shall be used, transported, cleaned and stored in accordance with any manufacture instructions and/or any instructions issued by Surrey Wildlife Trust and/or standard and reasonable practices.
- Kits can be borrowed for one or two weeks only. Surrey Wildlife Trust reserves the right to make an exception to this borrowing policy.
- Surrey Wildlife Trust reserves the right to refuse or limit renewals and will do so based on demand.
- Surrey Wildlife Trust reserves the right to refuse the loan of any kits at its discretion.
- Loans kits are to be booked via the Surrey Wildlife Trust website and booking form.
- Individuals borrowing the kit must inspect each item for any faults before use.
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- Wildlife Recording Kits shall not be used, operated or transported under the influence of alcohol, drugs and/or any prescribed medication that impairs their functioning.
- Any protective equipment provided as part of the kits, must be worn while the equipment is being used, or whilst undertaking a survey.
- Surrey Wildlife Trust are not responsible for any manufacturing defects in quality of workmanship or materials inherent in any of the equipment.

#### **Returning kit**

- All items included in the kit are to be returned clean and in good working order.
- Surrey Wildlife Trust will assess the condition of all kits issued upon their return.
- All items borrowed are to be returned to Surrey Wildlife Trust's Pirbright Office during opening hours only (9am – 5pm), and with prior agreement.
- If kits are not returned, or are severely overdue, Surrey Wildlife Trust reserves the right to hold the individual responsible for the full replacement cost.
- Surrey Wildlife Trust reserves the right to use appropriate steps, to retrieve overdue kits, the cost to replace equipment, including the use of a collection agency and/or legal action against an individual and charge the individual with the cost of any such action.

#### **Loss or damage**

- If Surrey Wildlife Trust considers the loans kit to be damaged, unclean, defective and/or unsafe for further use as a result of incorrect, negligent, mishandling or mistreatment of the kit, Surrey Wildlife Trust reserves the right to charge the individual a repair fee or up to the full replacement cost of the item, at the discretion of Surrey Wildlife Trust on inspection of the item.
- If any borrowed kit becomes unsafe or in a state of disrepair, the use of the kit should immediately stop and Surrey Wildlife Trust should be notified when the kit is returned, if not earlier.