

# VIRTUAL ARK in the PARK - IT Equipment Loan Agreement

## CONTENTS

1. GENERAL
2. LOAN AND RETURN OF IT EQUIPMENT.
3. YOUR RESPONSIBILITIES
4. DAMAGE TO OR LOSS OF THE TABLET
5. THIRD PARTY RIGHTS
6. CONTACT (RIGHTS OF THIRD PARTIES) ACT
7. LIABILITY
8. TERMINATION
9. WAIVER OF REMEDIES
10. SEVERABILITY
11. NOTICES
12. LAW
13. EQUIPMENT LOAN RECORD & MOVEMENT ORDER

### **1 General**

1.1 This Agreement is made between Church in the Park “the Church” and the borrower (“You”/ “Your”) for the loan of a computer tablet and any associated equipment (“the IT equipment”). This Agreement will prevail over any previous agreement relating to the IT equipment. No variation to this Agreement will be binding unless made in writing and agreed by both parties.

1.2 In order to be eligible for the loan of the IT equipment from the Church, You must fill in your contact details on the form and sign an IT equipment Loan Record (Appendix 1) each time you wish to loan IT equipment.

### **2 Loan and Return of IT equipment**

2.1 The Church agrees to loan You the IT equipment) free of charge, in accordance with The terms and conditions of The Virtual Ark in the Park

2.2 The IT equipment may be delivered and collected at a specified time and location to suit your needs.

2.3 The IT equipment must be returned or collected by pre-determined Church personnel. Should any amendment to this date be required it must be agreed with The Vicar or appointed person.

2.4 The IT equipment must be returned to the Church if you move address for any reason.

2.6 If You fail to return the IT equipment by the specified date, this will result in a fine being charged at a rate of £5 per week. Failure to return any overdue IT equipment within two months of the return date will result in a ban from using the loan service in the future. The Church reserves the right to take appropriate action to recover the the IT equipment or to charge You for the full cost of replacing an updated version of the IT equipment.

### **3 Your Responsibilities**

3.1 Upon receipt of the IT equipment, You undertake to maintain it appropriately.

3.2 Any software installed or files downloaded to the IT equipment must be in accordance with the appropriate software licensing and adhere to UK copyright law.

3.3 Any personal files saved to the hard drive of the IT equipment by You must be deleted upon its return.

3.4 You are required to inform the Church as soon as possible of any faults with the IT equipment. Where the fault occurs on a weekend or in the evening You must inform the Church on the next available working day.

You must not attempt to fix any hardware problems yourself as this could invalidate the warranty and leave you liable for damage/ replacement costs.

3.5 You must return the IT equipment to the Church in the same condition as You received it in, except for reasonable wear and tear. You must return the IT equipment in person so that it can be inspected for any visible damage.

3.6 In the event that You not return the IT equipment to the Church, and the Church as a result in accordance with Clause 2.6 charges You for the cost of the IT equipment, You agree to comply with any laws governing the disposal of electronic equipment at the expiry of the life of the IT equipment and indemnify the Church for any liability it may incur as a result of your breach of this clause.

### **4 Damage to or Loss of the IT equipment**

4.1 You accept full responsibility for any loss or damage to the IT equipment caused by Your negligence or improper use. “Improper Use” includes (but is not limited to), using the IT equipment otherwise than in accordance with the manufacturer’s and/ or the Church’s instructions, using the IT equipment for a purpose other than intended or allowing the equipment out of your control and custody and failing to protect it from loss or damage.

4.2 You undertake that You have sufficient household insurance to afford protection to the IT equipment both inside and outside of Your place of residence. In the event that the IT equipment is lost or damaged as a consequence of Your failure to comply with the above clause 4.1, , You will be required to reimburse the Church for the cost of repairing or replacing the PC.

### **5 Third Party Rights**

5.1 It is a condition of this Agreement that You will not use or allow the IT equipment to be used in any way that will breach any third party rights, including but not limited to any rights in respect of confidential information or trade secrets, patent, copyright, design right, design registration, trade mark or any other intellectual property rights or title.

5.2 You will indemnify the Church and ensure that the Church is fully and effectively indemnified against any claims by third parties for infringement of their rights caused by Your use of the IT equipment. Furthermore You will ensure that the Church is indemnified in respect of any loss or expense including legal fees which the Church may incur in connection with any such claim or threatened claim by a third party.

5.3 If You breach any of the provisions in sub-clause 5.1 above, the Church may at its discretion terminate this Contract forthwith in which event the provisions in Clause 2 will apply.

### **6 Contact (Rights of Third Parties) Act 1999**

6.1 This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.

### **7 Liability**

7.1 The Church will indemnify You and keep you fully and effectively indemnified against loss or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct by the Church, its employees, agents or sub-agents.

7.2 The Church shall not in any event be liable for any consequential loss or loss of profits or of contract whatsoever.

7.3 Except in respect of injury to or death of any person, for which no limit applies, the Church's liability under this Contract or in tort in respect of each event or series of connected events shall not exceed the total value of the IT equipment.

### **8 Termination**

8.1 The Church may suspend or terminate this Agreement for the loan of PC if You fail to make any payment when due or otherwise default in any of Your obligations under this Agreement or become bankrupt or insolvent or have a trustee in bankruptcy or liquidator or receiver or administrative receiver or administrator appointed over Your assets or if the Church in good faith believes that any of these instances may occur. Where the Agreement is terminated You will be required to return the PC to the Church forthwith and the provisions of Clause 2 will apply

### **Data Protection**

All information and supporting documentation supplied by you with this Agreement will be used for the sole purpose of providing the IT equipment. Your IT Loan Record and related information, will be held and maintained in accordance with the provisions of Data Protection Legislation. The data will not be passed to any other third party without your consent, except when the Church is required to do so by law.

### **Waiver of Remedies**

No forbearance, delay or indulgence by the Church in enforcing the provisions of this Agreement shall prejudice or restrict its rights in any way, nor shall any waiver of the Church's rights operate as a waiver of any subsequent breach nor in any way affect the validity of the whole or any part of this Contract nor prejudice the Church's rights to take subsequent action.

### **Severability**

If any of these conditions is considered void, voidable or otherwise unenforceable by a tribunal or proceedings of competent jurisdiction then it must be severed from the Agreement in question which will otherwise remain in full force and effect.

**Notices** Any notice to be given under this Agreement will be in writing and transmitted by email, facsimile, or delivered, or forwarded by first class prepaid letter to the receiving party.

### **Law**

The construction and performance of these conditions will be governed by English law. All disputes which may arise under, out of or in connection with or in relation to these conditions will be submitted to the English Courts.

**VIRTUAL ARK in the PARK -  
IT Equipment Loan Agreement  
and Loan Record**



DATE:  
LOAN FILE NO:

EQUIPMENT DETAILS -  
TABLET NUMBER:  
Serial Number:

ACCESSORIES: (tick all that apply)  
Tablet Case:  
Power Cables  
Instructions

**DUE DATE:**

**Date to be returned:**

BORROWED BY:  
PRINT NAME:

ADDRESS:

Telephone:

SIGNATURE:

I hereby acknowledge receipt of the equipment listed above. I have read and understood this agreement and will comply with the terms and conditions therein.



DATE HANDED OVER:

DATE RETURNED/COLLECTED:

RENEWAL DATE 1:  
RENEWAL DATE 2:  
RENEWAL DATE 3:

For Staff Use Only:  
I hereby authorise release of the equipment listed above to the borrower.

BY NAME/ SIGNATURE:

DATE:

Date Returned and records amended: