



<https://petersfieldcan.org>

Email: hello@petersfieldcan.org

Thermal Imaging Camera - Terms & Conditions Of Loan

This Agreement sets out the terms and conditions of loan for the SEEK THERMAL COMPACT Thermal Imaging Camera provided for loan by Petersfield Climate Action Network (referred to in this Agreement as PeCAN), a Charitable Incorporated Organisation registered with the Charity Commission in England and Wales with registered number 1192778.

References to "You" or "Your" refers to the recipient of the Equipment.

Please read these Terms & Conditions of Loan carefully before agreeing to borrow the Equipment. A loan request can be placed by email. Before an order is confirmed, You must confirm that You have read and agree to these Terms & Conditions of Loan and provide proof of address and photographic means of identification.

1. Supply of Equipment

1.1 The Equipment remains the property of PeCAN and it is supplied on a short-term basis as agreed with PeCAN at the start of the loan period but not for a total period exceeding 3 days unless otherwise agreed with PeCAN ("Loan Period").

1.2 You are responsible for the Equipment for the duration of the Loan Period and the risk of loss, theft, damage or destruction of the Equipment passes to You as soon as You take delivery of the Equipment. (For information, the current replacement cost of the equipment is £250).

1.3 Should a defect in the Equipment be identified, You must notify PeCAN by email immediately, so that PeCAN may take appropriate action to repair or replace the Equipment.

1.4 You will keep the Equipment in a suitable and secure environment whilst in Your possession and You will maintain the equipment in the same good operating condition as it was at the time it was delivered to You or when You collected it from PeCAN.

1.5 You must check that the Equipment is in good and safe working condition each time before use by either You or the user.

1.6 Equipment provided must be used in accordance with the instructions, demonstrations and guidance provided with the equipment and available on the PeCAN website. You must familiarise yourself with the Equipment's instructions and all aspects of safety at the location that you intend to use it at. You accept full responsibility for establishing your own safe method of operation of the Equipment. If You are in any doubt about safe use of the Equipment, You must cease using it immediately and not use it further without first satisfying yourself of this.

1.7 PeCAN may need to contact You during the Loan Period (for example, in the event that a product recall notice is issued). You must respond promptly and without delay to any request from PeCAN to return the Equipment.

1.8 You must notify PeCAN immediately within the loan period of any change to Your contact details.

1.9 This Agreement is personal to You and You are not permitted to assign or transfer any of Your rights and obligations under this Agreement to any third party without PeCAN's prior written consent.

1.10 PeCAN may terminate this Agreement immediately if You are in material breach of its terms and, having received a notice from PECAN, have failed to remedy that breach within 2 calendar days.

1.11 To use the equipment, you will need a smart phone or tablet which can connect to the camera via the USB-C / Lightning Connector and you will need to download the Seek Thermal app which is available on the Apple App Store for iOS and Google Play Store for Android.

2. Delivery of Equipment

2.1 You may collect the Equipment in person from the PeCAN office in Petersfield Library during advertised opening hours only. Delivery will be deemed to be complete once You have provided proof of identification to the PECAN representative, signed the PECAN Loan Register and are in possession of the Equipment.

3. Return of Equipment

3.1 The Equipment must be returned into the possession of a PeCAN representative during the Petersfield Library advertised opening hours and you will be required to sign the PeCAN Loan Register to confirm the equipment has been returned.

3.2 The Equipment must be returned to PeCAN in good condition by or before the end of the agreed Loan Period.

3.3 PeCAN reserve the right to charge You for any unauthorised alterations to the Equipment, any missing parts or repairs required to the Equipment that is deemed to have been caused by carelessness or outside the expected 'wear and tear' through normal use.

3.4 To the extent permissible by law PeCAN accepts no responsibility or liability for any losses, damages, costs and expenses suffered or incurred by You or any third party in connection with or related to the use of the equipment.

4. Loan Costs

4.1 The Equipment has been issued to You on Loan free of charge however you may wish to make a voluntary donation to PeCAN to help us cover the cost of running the service. Where such donation is given, the parties acknowledge and agree that the donation is not a payment for the Equipment or conditional on the provision of the Equipment.

4.2 Where the Equipment has not been returned to PeCAN at the end of the Loan Period, you agree to pay PeCAN an extended loan fee of £20 per day or part day until the return of the Equipment. If the Equipment has not been returned to PeCAN within 14 calendar days of the end of the agreed Loan Period, You are liable for the full replacement cost of the Equipment.

5. How we'll use Your information

PeCAN will use Your personal data to perform its obligations under this Agreement and to contact You to discuss this Agreement and/or the Equipment. In addition, we will use Your data in anonymised form to help us better understand our customer needs and develop improvements to our service. We will not use Your personal data for any direct marketing purposes.

6. Governing Law and Jurisdiction

These terms are governed by English law and either party may bring legal proceedings in respect of the Equipment in the English courts.

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