



# West Torrens Community Resource Collection terms and conditions

## 1. General

- 1.1 Borrowing is between the City of West Torrens and the borrowing groups as listed, who must be the nominated member/any member of the borrowing group. The borrower must not assign nor transfer the equipment, or authorise or permit the equipment to be in the possession of any other person/any person who is not a member of the borrowing group.
- 1.2 The borrowing group and members from the borrowing group (hereinafter called the 'borrower') must abide by these borrowing terms and conditions set by the City of West Torrens when using the equipment.
- 1.3 The equipment is loaned on the condition that the borrower is ages 18 years or above.
- 1.4 At all times the equipment remains the property of the City of West Torrens.
- 1.5 The City of West Torrens reserves the right to determine borrowers of the equipment.
- 1.6 The City of West Torrens reserves the right at any time to refuse to loan these resources to any group, person or other party.
- 1.7 The City of West Torrens reserves the right to vary these conditions in any way it chooses, such as by placing restrictions on how these resources may be used.
- 1.8 The borrower agrees not to hold the City of West Torrens liable for any damages, injuries or consequential loss caused as a result of using any borrowed equipment.

## 2. Equipment use

- 2.1 The borrower agrees that they will use the equipment only for its specified purposes and not for financial gain (excluding fund raising) or personal, illegal, improper or hazardous use.
- 2.2 The borrower agrees to be responsible for the security and safety of the equipment at all times between collecting it and returning it to the City of West Torrens. Items must never be left unattended and must be returned to an authorised City of West Torrens staff member.
- 2.3 The borrower, or any user, agrees to read and follow the instruction manuals available on the community resource bookings website prior to use and is therefore deemed to be experienced or competent in the use of the equipment borrowed.
- 2.4 The equipment is loaned on the condition that before its use:
  - The borrower has inspected the equipment and found that it is in good working order
  - All the items listed in the invoice provided in the booking confirmation email are present and correct
  - Any previous damage or alteration to the equipment has been correctly documented by a staff member

### 3. Collecting and returning

- 3.1 Items are to be collected and returned from/to the Community Resource Centre located at 14 Somerset Avenue Hilton SA 5033.
- 3.2 Borrowers must contact the Resource Coordinator prior to the scheduled collection or return time to reschedule if they are unable to make the appointment time stated upon booking.
- 3.3 It is the responsibility of the borrower to collect and return the items during the times specified in the confirmation email. The items may not be available before the agreed collection time, and late return may render the items unavailable to others, which may result in the borrower not being able to borrow from the Community Resource Collection in future.
- 3.4 Failure to return equipment within the specified time, or loss or damage of equipment, may result in one or more of the following penalties: replacement/repair costs, suspension/cancellation of membership.
- 3.5 It is the responsibility of the borrowers to access, lift, load and replace items from and to the equipment storage locations.
- 3.6 When collecting and returning equipment, borrowers must bring ropes, protective blankets and/or tarps with them with a suitable sized vehicle or trailer to ensure the safe transportation of hire items.

### 4. Cleaning

- 4.1 The borrower agrees to clean the borrowed equipment (including, but not limited to, trestle tables, chairs, marquees and bins) before returning it.
- 4.2 Material such as double sided tape, sticky tape, ribbon, chewing gum, permanent markers are not permitted to be used on equipment.

### 5. Lost/damaged items

- 5.1 The borrower will pay any repair and replacement costs for damaged equipment. The City of West Torrens will decide if any damaged equipment can be repaired or requires replacement. Burns, holes, tears, water damage or other similar damage to equipment shall be repaired at full cost to the borrower.
- 5.2 The borrower will pay for any replacement costs for lost/missing equipment.

### 6. Indemnity to Council

- 6.1 The hirer agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of, or in relation to, the issuing of equipment.

### 7. Council use of personal information

- 7.1 Please note that the City of West Torrens is a public authority which is bound by the Local Government Act 1999, and other relevant legislation, to retain information and to make certain information publicly available. In some instances, this will require Council to publish personal information such as names, and addresses of those whose information it holds. If you have any questions regarding the use of your personal information please contact the Council on (08) 8416 6333.