

PARKSIDE MEDIA CENTRE

LOANS AGREEMENT

0. Definition of Terms

For the purposes of this agreement with The Parkside Media Centre, Birmingham City University, the following capitalised terms have the meaning ascribed alongside them.

YOU, USERS	<i>means</i>	Any individual, named in the hiring of any resource
WE	<i>means</i>	The Parkside Media Centre
RESOURCES	<i>includes</i>	Audio Visual Equipment, tools, static machines, rooms <i>and</i> studios
RETURN	<i>includes</i>	Returning Resources to the storage location <i>and</i> checking out of a room or machine
COLLECTION	<i>includes</i>	Collecting Resources from the storage location <i>and</i> checking in to a room or machine upon arrival
LOAN PERIOD	<i>means</i>	The duration of time between Collection and Return of Resources.
OPERATING STAFF	<i>means</i>	Any staff member associated with the Resources on loan

1. User Responsibilities

Key considerations:

- 1.1. You are responsible for the Resources you hire.
- 1.2. You are responsible for checking the condition of the Resources upon Collection and prior to Return.
- 1.3. You are responsible for the safe operation of (or within) the Resources hired and the safety of other users using them during the Loan Period.
- 1.4. You are responsible for obtaining all of the necessary clearances (including but not limited to; talent release forms, location permissions/permits, music licenses, insurances/liability cover and risk assessments) for your project.
- 1.5. You will get a fine and or temporary ban if you fail to Return Resources or Return Resources late, damaged or missing components.
- 1.6. The Resources are not to be used for profit as they are purchased under an educational license.
- 1.7. We advise you to take out insurance for all loans, as you are financially responsible for the Resources during the Loan Period. This is to protect you from the risk and cost of replacing Resources (which can and do run into the thousands of pounds).

2. General Terms of Loan

You are responsible for reading and ensuring the following procedures are adhered to;

- 2.1. The User acts as a Bailee to Birmingham City University in respect of all Resources borrowed. The users hold said equipment in trust, and assuming any all-legal liability and responsibility for any loss of, or damage to, said Resources, howsoever caused.
- 2.2. Resources remain the property of Birmingham City University and all serial numbers have been noted and recorded.
- 2.3. Educational need always takes priority of non-educational need.
- 2.4. Resources must always be used in a lawful and professional manor with all permits to use said Resources being in place before beginning Loan Period.
- 2.5. Users are not permitted to use Resources for profit.

3. Opening Hours

- 3.1. All Resources within the Parkside Media Centre are subject to opening hours for collection and return.
- 3.2. It is your responsibility to obtain the correct information regarding opening times
- 3.3. It is your responsibility to check media screens, signage and any posted notices regarding changes to opening times.
- 3.4. Operating staff members will not process the collection or return of any Resources outside of the applicable opening hours.

4. Collection Requirements

When collecting Resources you must:

- 4.1. Arrive in a timely manner regarding your chosen collection time. Any booking not collected at the chosen time, without notification, will be subject to cancellation at the discretion of operating staff and made available to other users.
- 4.2. Notify operating staff if they expect to be unable to collect at the chosen time. At this point later collection may be arranged at the discretion of operating staff.
- 4.3. Be familiar with the University's Health and Safety guidelines that affect the use of any Resources.
- 4.4. Check that all Resources are fully functional at the time of collection, and should immediately report any problems encountered such as faulty, damaged or missing/incorrect components.
- 4.5. Ensure that the person collecting the Resources is either yourself or the person you have arranged to do so with the Resources operating staff. Please note that not all Resources allow this arrangement, and you will need to adhere to all relevant procedures.

- 4.6. Accept that Resources bookings previously confirmed may be subject to change and made unavailable due to late returns and/or damage.

5. Duration of Loan

During the Loan Period, on or off University premises, you must:

- 5.1. Report any faults with, or damage to, the Resources that occur whilst in their care.
- 5.2. Make security arrangements when using or storing Resources and ensure they are not left unattended at any time.
- 5.3. Ensure that any storage methods comply with any stipulations included in any insurance policy taken against the Resources.
- 5.4. Hires and Loans offer an Out of Hours Cage facility to allow the storage and transport of large orders. These can be booked through SiSo like any other item of equipment. The Out of Hours Cages are NOT to be taken out of the Parkside/Millennium Point buildings for any reason.

6. Return Requirements

Upon returning the Resources you will:

- 6.1. Be responsible for the chosen return date and time of any Loan Period.
- 6.2. Return the Resources at the chosen time or before the end of the Loan Period to avoid late return fines/bans being applied to your account.
- 6.3. Return all Resources in the same condition as collected. If the condition of any Resources are unsatisfactory, you will be asked to repack/clean/adjust them before a return will be processed.
 - 6.3.1. In this instance operating staff reserve the right to ask you to return at a later time in order to serve other users, regardless of the return time of the Loan Period, and you will be charged late fees according to the time of processing the return, not the time you arrived.
 - 6.3.2. Accept that after Resources are returned, a member of operating staff will make an assessment. If any components are missing or damaged, you will be contacted and billed for replacement/repair accordingly.
- 6.4. Accept that all storage media (SD, CF, Micro SD Cards as well as HDD, SSD and portable hard drives) will not be saved to be collected at a later time or to be passed on to another borrower.
 - 6.4.1. All storage media should be formatted before return, as it will be made immediately available for other users and will be checked and formatted by operating staff.
 - 6.4.2. Ensure that all data is removed before the end of your Loan Period.
 - 6.4.3. Extensions will not be granted to allow for the offload of data.

6.5. Be present at the point of return. In certain circumstances it is possible for you to arrange to have another user return Resources on your behalf.

6.5.1. These arrangements will require previous written notice, giving the reason, full name and ID number of the user returning the Resource. As you are responsible for your chosen return times, work commitments or travel arrangements are NOT valid reasons to have another user return Resources on your behalf.

6.6. Accept that in the case of large bookings, you must remain present during the return process, while operating staff assess and return the Resources.

7. Loan Durations, Restrictions and Penalties

Regarding all loans the users understand that:

7.1. Resources will be returned correctly (See 6.1, 6.2 and 6.3).

7.2. At the end of the Loan Period, the procedures for the late return of Resources will be actioned (see below for the procedures following the late return of Resources).

7.3. Should Resources be returned after the Loan Period or be damaged, users will be subject to fines, charges for repair/replacement and a temporary ban as outlined below:

7.4. LATE RETURNS

7.4.1. If required users can ask operating staff for information regarding the overdue rates associated with Resources.

£10 per day for 'Tier 1' Resources

£20 per day for 'Tier 2' Resources

£30 per day for 'Tier 3' Resources

£40 per day for 'Tier 4' Resources

£50 per day for 'Tier 5' Resources

7.5. LOST ITEMS, DAMAGE AND REPAIRS

Where available an amount representing the current price (at the time of loss) of a brand new Resource (otherwise on a like for like basis) will be added to your account. A suppliers' quotation can be provided.

OR

The user will replace the Resource with a brand new, exact match where available (otherwise on a like for like basis as approved by the Resources operating staff or one of the Parkside Media Centre Technical Managers).

OR

An amount representing the current (at the time of loss) price for repairing the item will be added to your account. The service providers' quotation can be provided.

7.6. TEMPORARY BANS

7.6.1. Ban durations begin 30 minutes after the overdue item was due to be returned and extend until the associated fine is paid in full.

- 7.6.2. Until such charges/fines are paid, or replacements are received, no further bookings will confirmed or existing bookings issued to the user.
- 7.7. Repeat offenders will face a Three Strikes rule after which you will receive a permanent ban. Not paying fines and/or persistent late returning of Resources will result in borrowing rights, and the access to all Resources being suspended.
- 7.8. Resources that have been damaged beyond repair will incur the cost of replacement (like for like), or in the event that this is not available Resources of equivalent specification will be acquired at the discretion of the Technical Manager.
- 7.9. The user is responsible for the care of the Resources during the Loan Period, and any loss or damage caused by negligence will be charged for at the full replacement cost.
- 7.10. In all cases, the user remains responsible for Resources issued to them. Resources must not be transferred between users and only the user will be able to return the Resources without prior written notification.
- 7.11. Resources are for UK USE ONLY. Should a user require to leave the UK, express permission from The Parkside Media Centre Technical Manager must be given. Please contact the Resources operating staff to discuss this option, as there will be further requirements such as carnets, customs checks and risk assessments.

8. Insurance and Special Circumstances

INSURANCE

Given the high value and often fragile nature of much of the Parkside Media Centres Resources, it is important to ensure that you are protected against loss, theft and damages. Birmingham City University provides a basic cover policy for the loan of Resources under specific terms and conditions. The full details of this policy can be supplied upon request.

- 8.1. The following is a summary of the terms of the insurance policy provided by Birmingham City University and Allianz Insurance plc. And does not replace the full terms and conditions.
- 8.1.1. A risk assessment MUST be filed via SiSo or this policy WILL NOT provide cover.
- 8.1.2. Cover for Resources up to a total value of £80,000 for any one hire
- 8.1.3. Cover for any individual item up to a value of £12,000
- 8.1.4. Mandatory Excess of £350 for the user to pay in the event of a claim
- 8.1.5. UK cover only. Not valid if equipment is taken out of the United Kingdom
- 8.2. Should you take out your own policy (to cover the loan of Resources taken outside the United Kingdom), it must cover the cost of the Resources for accidental damage, theft, public liability and HIRED items. The policy certificate must be forwarded to the operating staff prior to the Loan Period, along with other required prepared documents/forms (i.e. Risk Assessments).
- 8.3. We are unable to recommend insurance providers.

SPECIAL CIRCUMSTANCES

- 8.4. In the unlikely event of falling victim to robbery, please do not put yourself in harm's way to protect any borrowed equipment. Report the crime to the police immediately and make a note of the Crime Reference Number. Please then let a member of operating staff know as soon as possible.
- 8.5. The Parkside Media Centre appreciates that sometimes extenuating circumstances may prevent you from returning Resources on time. In the event of such circumstance, you should inform the operating staff members as soon as possible to discuss your options. All circumstances will be considered and will be assessed on a case by case basis. Evidence of the circumstance preventing return may be required in order for fines and other penalties to be removed. Work commitments or travel arrangements are NOT valid reasons for late return and no extension will be given.
- 8.6. Note that any radio transmission equipment using the licensed radio spectrum, such as radio microphones, will require a further form to be completed. This form can be requested from the Hires and Loans team who will forward an email copy to any user requiring it. This will require details of where you will be using the equipment and will need to be signed by the user. This is to comply with Ofcom regulations and requirements.