

## Laser Equipment Loan / Hire Agreement

This agreement is between Dr Linda Schiller (owner of Lakeside Laser) and the borrower (below)

ID photocopied    New Patient Form completed    Credit card photocopied    Attached to file

### Borrower details

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

### Terms and Conditions of Loan

1. The owner will lend the equipment to the borrower on the terms and conditions of this agreement.
2. The equipment shall be loaned from ----/----/---- until ---/----/----, the loan period.
3. The loan period may be extended by mutual consent of both parties.
4. No variation or amendment of this agreement will be effective unless in writing, this can be by email.

### Cancellation and Delivery of Equipment

1. The borrower must arrange a mutually convenient time to collect the equipment on the first day of the loan period and return it on the last day of the loan period.

### Costs

1. The equipment is to be loaned at the rate of;
  - \$120 per week for the **The Pain Away PostOp Portable Laser**
  - \$140 per week for the **MR4 Desktop Console+SE Emitter.**
2. Credit cards details to be taken as security, which will be destroyed on return of the equipment.

### Title and Risk

1. Title and all rights to the equipment shall at all times remain with the owner of the equipment. The borrower acknowledges that they have no right, title or property in the equipment.
2. The owner will have the equipment checked to ensure it is fit for purpose prior to collection.
3. Risk of any loss or damage to the equipment will become the responsibility of the borrower upon it leaving the owners possession and shall not revert back to the owner until the equipment is back on the owners premises.
4. The borrower will ensure that the equipment to be borrowed is age appropriate to its intended audience.

### Cleanliness

1. The equipment should be appropriately cleaned prior to the loan period by the owner and following the period by the borrower to avoid risk of cross contamination.

**Owners Obligations**

- 1. Provide the borrower with operating, maintenance and servicing instructions as appropriate.
- 2. Provide the necessary information about training requirements for the correct use of the equipment.
- 3. Ensure the equipment has undergone the checks detailed in "Title and Risk" point 2.

**The borrower undertakings**

The borrower agrees that during the loan period it shall:

- 1. Keep the equipment in its possession and control and ensure that it is secure against loss, damage and theft.
- 2. Operate the equipment in accordance with any operating instructions issued for the purpose it was designed.
- 3. Any required maintenance and repair of equipment shall be performed by approved personnel. Ensure Health and Safety regulations are met at all times.
- 4. Keep the equipment in good working order, fair wear and tear excepted.
- 5. Ensure that identification marks or labels on the equipment are not removed, defaced, amended and obscured including those which identify the equipment as belonging to the owner.
- 6. The equipment will not be modified.

**Insurance**

In the event of the equipment being lost or damaged

- 1. The borrower agrees to pay the replacement cost as indicated below

**Inventory of Equipment**

<b>Equipment on Loan:</b>	<b>Replacement Cost:</b>
Portable Low Level Laser	\$4500

**Borrower**

Signature ..... Date .....

Print name .....

**Signed on behalf of Dr Linda Schiller (Owner) Lakeside Laser**

Signature ..... Date .....

Print Name ..... Position .....