



HAYDON WICK PARISH COUNCIL

Thermal Imaging Camera Loan Agreement

Terms and Conditions of Loan

1. The thermal imaging camera (the "Equipment") remains the property of Haydon Wick Parish Council (the "Council") at all times during the loan period.
2. The standard loan period is seven (7) calendar days from the date of collection. The Equipment must be returned on or before the due return date specified above. Late returns will incur a fine of £10 (TEN POUNDS) per day and may result in the Borrower being excluded from future loan requests.
3. The Borrower accepts full responsibility for the care, safekeeping, and proper use of the Equipment from the point of collection until it is returned to the Council and a receipt of return is provided.
4. The Borrower shall use the Equipment solely for personal, domestic energy assessment purposes. The Equipment must not be used for any commercial activity, sub-let, loaned to any third party, or used for any unlawful purpose.
5. The Borrower shall operate the Equipment in accordance with the manufacturer's instructions and any guidance provided by the Council at the time of loan. The Council accepts no liability for any interpretation of thermal imaging results obtained by the Borrower.
6. The Borrower shall not attempt to modify, disassemble, repair, or tamper with the Equipment in any way. Any faults or defects must be reported to the Council immediately.
7. The Borrower is liable for the full replacement cost of the Equipment should it be lost, stolen, damaged (beyond reasonable wear and tear), or not returned. The current replacement cost is detailed in the schedule below and will be recovered from the Borrower by the Council through its standard debt recovery procedures, including but not limited to invoicing and, where necessary, legal proceedings.
8. In the event of theft, the Borrower must report the theft to the Police and provide the Council with a crime reference number within 48 hours. Failure to do so will result in the Borrower being held liable for the full replacement cost.
9. The Council provides the Equipment on an "as is" basis. The Council makes no warranties, express or implied, as to the fitness for purpose, accuracy, or reliability of the Equipment or any results obtained from its use.
10. The Council shall not be liable for any loss, damage, injury, or expense arising from the Borrower's use of the Equipment, howsoever caused, including but not limited to any reliance on thermal imaging readings for property assessments, energy efficiency decisions, or building works.
11. The Borrower's personal data will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Data collected on this form will be used solely for the administration of the Thermal Imaging Camera Loan Scheme and will be retained for a period of 12 months following the return of the Equipment, after which it will be securely destroyed.
12. Any dispute arising from or in connection with this agreement shall be governed by and construed in accordance with the laws of England and Wales.

Replacement Cost Schedule

In the event of loss, theft, damage, or non-return, the Borrower will be liable for the following costs:

Item	Replacement Cost (£)
Thermal Imaging Camera Unit	£349
Carrying Case	£3
Wallet and Documentation	£5
Total Replacement Cost	£357

Disclaimer and Limitation of Liability

The Council provides this loan scheme as a free community service to help residents identify potential areas of heat loss in their properties. The Council does not warrant that the Equipment is suitable for any particular purpose and makes no guarantees as to the accuracy or completeness of any thermal imaging results. The Borrower acknowledges and agrees that:

- Any thermal images or readings obtained are indicative only and should not be treated as a professional energy assessment or survey.
- The Council accepts no responsibility for any decisions made, works undertaken, or costs incurred by the Borrower as a result of using the Equipment or interpreting its readings.
- The Borrower should seek independent professional advice before undertaking any remedial building works or making financial commitments based on thermal imaging results.
- The Council's total liability in connection with this loan shall be limited to the direct replacement of the Equipment in the event of a manufacturing defect. The Council shall not be liable for any indirect, consequential, or incidental losses.

Borrower's Declaration

I confirm that I have read, understood, and agree to abide by the Terms and Conditions set out above. I accept full liability for the Equipment during the loan period, including the obligation to pay the full replacement cost in the event of loss, theft, damage, or non-return. I confirm that the information provided on this form is accurate and complete.

BORROWER SIGNATURE	
Print Name	
Signature	
Date	

SECTION 4: EQUIPMENT RETURN (Office Use Only)	
Date Returned	
Condition on Return	
All Accessories Returned? (Y/N)	
Damage Noted	
Received by (Staff Name)	
Staff Signature	
Return Acknowledged to Borrower? (Y/N)	

This form should be retained securely for a minimum of 12 months following the return of the Equipment in accordance with GDPR requirements.