

# Emporium Loan Agreement

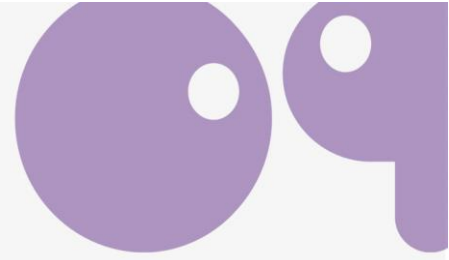
**Please read this document carefully and ensure all relevant staff have read and understood this document before borrowing Equipment. This document applies to all customers, whether the subscription is paid for, funded or gifted.**

In these Terms and Conditions, the following expressions shall have the meanings given below:

“TEP”/ “We”/ ”Us”	means <b>The Education People</b> .
“Emporium”/ “TEP”	means <b>The Education People</b> , business unit of that name.
“The Equipment” or “Resource”	means any Equipment loaned by The Customer in accordance with this Agreement.
“The Subscription Fees”	means the fees for loan of the Equipment.
“The Customer” / “Setting” “Hirer”	means the person or body entering into this agreement for loan of Equipment. Also means the school, academy or children’s group (e.g., Provider, Pre-school, Nursery, Childminder, Children’s Centre, Parent, Home Educator, Foster Carer, Parent and Toddler Group, Out of School Club or Holiday Playscheme) for which The Customer wish to loan Equipment.

## **1. Becoming an Emporium Customer**

- 1.1 Before The Customer can place an order for an Emporium subscription, all account information must be completed via The Education People website. Please note: If a funded subscription is being taken up, these are manually set up by Emporium staff.
- 1.2 The Customer is required to choose the level of Subscription that best suits The Customer’s requirements.
- 1.3 The Customer will agree to pay the Subscription Fee chosen at the checkout stage.
- 1.4 The Customer shall ensure that The Customer has in place building and contents insurance to cover Our Equipment for the loan period. If damage to, or loss of Our Equipment occurs due to burglary or misuse, The Customer will be expected to cover the replacement cost.
- 1.5 Under no circumstances will We extend any Subscription longer than its Contractual period due to misuse of the Service. Issues regarding The Customers Subscription or use of the Service must be reported to Us as they arise to avoid any disruption to The Customer entitlement.
- 1.6 If The Customers Subscription expires and The Customer does not respond to requests for renewal or the return of Our Equipment, The Customer will be invoiced for the full amount of the current market value of the Equipment. Failure to respond will result in legal action.



1.7 If The Customer wishes to cancel the Subscription, We request that The Customer notify Us by email, giving at least four months cancellation notice. The Customer account and any Equipment will be collected, and subscription cancelled accordingly.

1.8 If The Customer is becoming a member using a funding source. Once the funding has expired or the child accessing the funding has left the setting, The Customer must ensure that The Customer inform Emporium so that arrangements can be made to collect Our Equipment.

## **2. Lending**

2.1 Emporium Equipment are The Customers responsibility for the duration of the loan period but remain the property of The Education People at all times. Under no circumstances are they transferable by The Customer to any other Setting. If loss/damage occurs due to this, The Customer will be charged for the replacement of the items.

2.2 If it is found that The Customer has sold or transferred Our Equipment to third parties, legal action will be taken if the Equipment is not returned within a specified time.

2.3 Any items found to have a manufacturer's defect during the loan period must be withdrawn from use and reported to Us immediately. We will do our best to replace the items as soon as possible but only when we are in the delivery area. This does not include items that have been damaged whilst in The Customer Setting.

2.4 The Customer must ensure that The Customer allows 10 working days for any delivery and or collection and plan your sessions or groups with this in mind. Collections are chargeable if they do not have an order placed at the same time. The charge covers fuel and admin time to fulfil the request.

2.5 Our Equipment will only be delivered to the named Setting and must be signed for on arrival.

2.6 When a subscription expires and The Customer does not wish to renew, Emporium will collect our Equipment at no cost.

## **3. Use of Equipment**

3.1 The Education People take no responsibility for:

- (a) the use of any Equipment in (or by children in) a Setting for which such Equipment is not appropriate (unless such use was in accordance with advice given by or on behalf of The Education People); or
- (b) use of the Equipment in a manner inconsistent with advice given by The Education People.
- (c) the use of damaged or defective Equipment where such damage was caused by You, Your agent or any person under Your supervision or after the damage or defect was or ought to have been known to You and You shall indemnify The Education People against any liability incurred

by The Education People to any third party as a consequence of the Equipment being used in breach of this clause.

3.2 Prior to using any Equipment The Customer shall carry out a risk assessment having regard to the nature of the Equipment and the intended use in The Customers Setting. The Customer shall ensure that the Equipment is only used by children under adult supervision.

#### **4. Charges**

4.1 If items are lost or damaged (allowing for fair wear and tear usage), The Customer will be responsible for the cost of replacement or repair, whichever We consider is more appropriate to the situation. The Customer must settle invoices within 14 days of receipt otherwise an administration charge will be added to the invoice and one of the delivery team will collect any items on loan to The Customers Setting. The Customer will be unable to borrow any more Equipment until We receive payment, and The Customer's account will be put on hold.

4.2 All items, including the box itself, should be returned clean and in good order ready for the next customer to loan. Please do not use the boxes for storing anything other than Our Equipment. A charge may be incurred for the cost of time spent cleaning any items that are returned unfit for loan.

4.3 If We cannot clean an item due to the condition after loan, The Customer will be asked to replace the item (like for like), or We will charge for a replacement at the current market value.

4.4 The Customer will be given 14 days after The Customer Subscription expiry date to either pay The Customer outstanding Subscription Fee or arrange to return any Equipment to Us that The Customer has on loan. Failure to comply will result in Emporium invoicing The Customer for the cost of replacement of all outstanding Equipment.

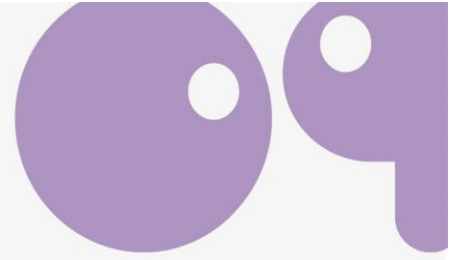
#### **5. Changes to Customer details**

5.1 The Customer will be required to log in to their online account and make any changes to the Setting name, address, email address and any changes to the contact name or postal address. Failure to do this could affect deliveries to The Customers Setting and may mean that The Customer does not receive vital information regarding the service. Please be aware that email is Our preferred method of contact due to keeping costs to a minimum.

5.2 The Customer will ensure that their online information is current and up to date including any delivery information that may be needed to inform us of any deliveries and collections. Failure to provide Us with a correct delivery address information could incur a charge for re-delivery.

#### **6. Health and Safety**

6.1 Activities involving fire can involve significant risks to children if not appropriately managed. Therefore, The Education People requires that Hirers of fire-based equipment be specifically trained in its safe use, holding an appropriate activity leadership qualification e.g. L3 Forest



School Practitioner or equivalent. A full activity risk assessment and appropriate safety equipment are also required. The responsibility for checking qualifications of leaders and the safety management of fire-based activities lies with the Hirer; The Education People do not hold any responsibility for the use of this Equipment when on loan.

6.2 Activities involving tools and rope can involve significant risks to children if not appropriately managed. A full activity risk assessment and appropriate safety procedures are essential and must be carried out by the Hirer. The Education People do not hold any responsibility for the use of this Equipment.

6.3 Electrical equipment is Portable Appliance Tested (PAT) in house (where possible) but please ensure You use the Equipment appropriately and undertake Your own risk assessments and visual safety checks whilst Our electrical items are in Your Setting.

## **7. Safeguarding**

7.1 The Emporium team all have Enhanced Disclosure and Barring Service certificates. However, it is Our policy never to be left alone with children at Settings to protect Our staff and the children. We will deliver as far as reception and if there is a need for them to transport the Equipment to another area on the site, We request that The Customer ensure a member of staff accompanies them. The delivery team will always be wearing Their TEP Identification badges whilst on the premises.

7.2 Our vehicles have reversing alarms, but We do Our utmost not to deliver during busy periods or drive into playgrounds without The Customers permission.

## **8. Data Protection**

8.1 The Early Years and Childcare Service and Emporium will work together with The Customer to ensure We observe all our obligations under the existing Data Protection Act 1998 and the forthcoming General Data Protection Regulation (GDPR) launching end of May 2018, and anything which arises in connection with Our terms and conditions. The Emporium website has links and helpful reading on our obligations to The Customer, the customer.