

# Property on Loan, Lease or Hire Policy

## Section 1 - Background and Purpose

(1) In the situation where property is either loaned or hired from or to the University, this Policy provides guidelines to ensure the property is managed correctly and the University's interests are protected.

(2) The following Procedures provide guidelines to ensure the following are considered where property is either loaned or hired from or to the University:

- a. the legality of the arrangements;
- b. the protection of the University's interest in the equipment;
- c. clear definition of responsibility and liability between the University, its members and other persons and organisations for theft, loss or damage to the property/equipment.

## Section 2 - Scope

(3) The Policy guidelines relate to transactions involving lending/borrowing property/equipment between the University and outside people/organisations. The policy guidelines do not cover transactions involving lending/borrowing of equipment between departments of the university. In such cases, the parties concerned are urged to establish responsibility and liability before any loan is made.

## Section 3 - Policy Statement

(4) Before any University property is loaned to, or hired by others, the responsibilities of the parties must be clearly defined.

(5) The University does not accept responsibility for any injury to or damage suffered by any "external" borrower/hirer or by third parties resulting from the loan or hire of its equipment.

(6) Schools, Departments and other areas of the University proposing to lend or hire University property to others must have proper authority to do so.

(7) In the case of equipment that is loaned or hired for the benefit of the University, the University's insurances will apply. When equipment is loaned or hired for the benefit of the borrower or hirer, insurance is the responsibility of the borrower/hirer.

(8) Schools and Departments are responsible for maintaining records of equipment removed from the campus for any purpose. Copies of loan/hire agreements will suffice for this purpose.

(9) Outgoing and incoming loans for Artworks must have a Loan Agreement Document issued by the Art Museum.

(10) All areas of the University are required to adopt a standard agreement for hiring buildings, rooms, grounds etc.

# Section 4 - Procedures

## Part A - Introduction

(11) When equipment is loaned, leased or hired from or to the University. It is important to determine the responsibilities of both parties involved and ensure that the University's interests and property are protected. This will ensure that if disputes arise that they can be resolved quickly and that the University's risk of property loss or damage is minimised.

## Part B - Responsibilities

(12) Before any University property is loaned to, or hired by others, the responsibilities of the parties must be clearly defined. As a general principle, the borrower/hirer will be responsible for the surety, maintenance, and insurance of the property concerned. This practice should only be altered when it is clearly in the best interest of the University to do so (for example, where University equipment is lent to others for University purposes).

## Part C - Determination of Hiring Fee

(13) Where University equipment is hired to others, as a general principle, the hiring fee will represent the value of the use of the equipment to the hirer, and allow for fair wear and tear, and depreciation.

## Part D - Loan Hire Agreement for University Property loaned/hired to an External Party

(14) Schools, Departments and other areas of the University proposing to lend or hire University property to others must have proper authority to do so. The borrower/hirer (whether an employee of the University, a student or an outside person or organisation) must complete the loan/hire agreement. The Loan Hire Agreement Form (University Equipment on Loan or hire to University Staff, Students or Others) is available on the University's Insurance Office Web Site.

## Part E - Insurance on Equipment Loaned or Hired by the University

(15) In the case of equipment that is loaned or hired for the benefit of the University, the University's insurances will apply. However, the excess (which shall be borne by the school or department owning the equipment) varies according to the security measures taken to minimise the possibility of loss, damage or theft. Refer to the University's Insurance Office web site or contact the Insurance Office for details.

## Part F - Security Deposit

(16) Before releasing the equipment to a borrower or hirer, the school or department should consider obtaining an appropriate security deposit. Departments may determine the amount of the deposit but it should be set sufficiently high to encourage the borrower or hirer to return the equipment promptly and in good order.

## Part G - Loans of Artworks, Incoming or Outgoing

(17) Outgoing and incoming loans for Artworks must have a Loan Agreement Document issued by the Art Museum. The Loan Agreement documents are prepared and executed by the Artistic Director for all incoming loans to the Collection and exhibitions and outgoing loans to outside organisations for exhibition purposes.

## **Part H - Hiring of Buildings, Rooms, Grounds**

(18) All areas of the University are required to adopt a standard agreement for hiring buildings, rooms, grounds etc. The standard Facilities Agreement and Tax Invoice for booking/hire of University buildings and facilities and the Conditions are available on the University's Insurance Office web site.

## **Section 5 - Definitions**

(19) For the purpose of this Policy and Procedure:

- a. Property that is temporarily loaned to the University for its use, or lent by the University to an external party;
- b. Property that is leased or hired by the University under a lease or hire agreement for a fee;
- c. University property that is leased or hired to an external party under a lease or hire agreement for a fee;
- d. Loan: Property or equipment that is temporarily loaned to the University for its use, or lent by the University to an external party;
- e. Lease: Property or equipment that is leased or hired by the University under a lease or hire agreement for a fee;
- f. Hire: University property or equipment that is leased or hired to an external party under a lease or hire agreement for a fee.

## Status and Details

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<b>Author</b>	Joe Dimasi
<b>Enquiries Contact</b>	Finance