



WEST MIDLANDS 4x4 RESPONSE

Volunteers Equipment Agreement

Party 1	West Midlands 4x4 Response, a charity registered as a charity in England and Wales 1190329. ("we", "us")
Party 2	[insert full name, address] ("you")
Equipment	[list equipment issued, including make, model, serial number, SIM code number]
Date of Issue of Equipment	[insert date, which is also the date from which the Agreement takes effect]
Security Deposit	[insert value of security deposit, in numbers and words, even if the value is zero]
Signature Party 1	[sign and print name, and role]
Signature Party 2	[sign and print name]

Terms and Conditions

The following terms and conditions apply to this Agreement:

1. Dates

1.1. This Agreement begins on the Date of Issue of Equipment.

1.2 This Agreement is ended:

1.1.1. By you:

- resigning your membership of West Midlands 4x4 Response; or
- resigning from a role in West Midlands 4.4 Response that requires you to have the Equipment; and/or
- returning the Equipment to us.

1.1.2. By us:

- At our absolute discretion.

1.3 The conditions of this Agreement that relate to: you returning the Equipment to us; the Security Deposit; your rights; survive the end of this Agreement.

2. Equipment

2.1 We have provided the Equipment to you in good working order.

2.2 The Equipment belongs to us and continues to belong to us while it is in your possession.

2.3 The Equipment is for you to use in your role as a volunteer for West Midlands 4x4 Response (the "**Purpose**").

2.4 You must not use the Equipment for any other reason than the Purpose.

2.5 You must treat the Equipment as a single unit. You must not use any single part of the Equipment for anything other than for the Purpose.

2.6 You must take care of the Equipment, including protecting it from loss, theft, or damage.

2.7 You must use the Equipment in accordance with any instructions we give you. However, instructions from us do not limit your liability for taking care of the Equipment.

2.8 You are solely responsible for the Equipment for the duration of this Agreement and until you have returned the Equipment to us.

2.9 We reserve the right to inspect and/or test the Equipment at any point during the term of this Agreement.

3 Loss, theft, or damage to the Equipment

3.1 You must report any loss, theft, or damage to the Equipment, or any part of it, to us as soon as reasonably practical.

3.2 You must not attempt to repair the Equipment.

3.3 We reserve the right to charge you up to the equivalent of the full replacement value of the Equipment for any loss, theft, or damage to the Equipment.

4 Security Deposit

4.1 You have given us a Security Deposit.

- 4.2 The Security Deposit is held by us in a bank account.
- 4.3 At the end of this Agreement, you will give the Equipment to us, and we will inspect it. If there is damage to the Equipment beyond what we, at our absolute discretion, consider fair wear and tear, we reserve the right to deduct an amount, up to the full amount of the Security Deposit.
- 4.4 If the Security Deposit is not enough to cover the damage to the Equipment, we, at our absolute discretion, reserve the right to charge you the equivalent of the full replacement value of the Equipment.
- 4.5 If you use the Equipment other than for the Purpose, and, in doing so, incur charges or costs, we reserve the right to deduct those charges or costs from the Security Deposit. If the Security Deposit is not enough to cover the charges or costs, we reserve the right to charge you for any charges or costs you have incurred over and above the value of the Security Deposit.

5 Safe and responsible use of Equipment

- 5.1 You are solely responsible for using the Equipment safely and responsibly.
- 5.2 You must use the Equipment in accordance with the law and our policies and procedures, including those laws, policies and procedures that relate to the safe use of communication equipment while driving.

6 Your rights

- 6.1 By signing this Agreement, you agree to be bound by its terms.
- 6.2 If you have any concerns or grievances about the application of this Agreement, your first recourse is through the complaint or appeal procedures that are available to you as a member of West Midlands 4x4 Response.
- 6.3 This Agreement is governed by the laws of England and Wales. No party not named in this Agreement has rights under it.