

### **Gazebo Loan ~ Terms & Conditions**

This agreement sets out the Terms and Conditions of the loan of a Gazebo from DPC. Gazebos are only loaned out to organisations/committees (the “Hirer”) and not to individual residents.

1. The Hirer or his/her agent will sign a receipt for the Gazebo on collection.
2. The Hirer or his/her agent acknowledges that they have inspected the Gazebo and confirms that it is in satisfactory working order and condition.
3. The Hirer accepts full personal liability for the Gazebo from the time they receive it from DPC until it is returned at the end of the loan period.
  - a. The Hirer shall not remove any labels from and interfere with the Gazebo, their working mechanisms or any part of them and shall take reasonable care of the Gazebo whilst on loan.
  - b. The hirer will take adequate and proper measures to protect the Gazebo from theft, damage and/or risks such as adverse weather.
4. Replacement Costs - DPC reserves the right to charge the hirer the full replacement cost of such Gazebo if it becomes damaged, lost or stolen during the loan period or until it has been returned to us. Pricing as of May 2022 is £679 per Gazebo plus delivery.
5. During use, hirers should ensure that:-
  - a. That any build-up of pooled rain or snow is removed from the canopy by the hirer.
  - b. All possible steps are taken to avoid injury or damage to the Gazebo including climbing or hanging from the framework of the Gazebo.
  - c. No smoking is allowed inside the Gazebo.
  - d. Once the Gazebo has been pitched, it is the responsibility of the Hirer to check that the Gazebo remains secure, especially in high winds.
  - e. In extreme cases of severe wind/storms it might even be necessary to lower the Gazebo down by lowering its legs.
  - f. In the event of severe adverse weather, it may not be even possible to put up your Gazebo. In this situation DPC will liaise with the hirer and possibly delay the collection to a more suitable time.

- g. The Hirer should keep any part of the Gazebo that is a framed structure completely closed and secure while not in use during the loan period.
- h. The Hirer is required to provide DPC with details of where the Gazebo is to be erected & stored.
- i. The Hirer should not attach or join a Gazebo to any building.
- j. DPC will allow the hirer to decorate the Gazebo with any decorations it deems fit for their function on the understanding that they are completely removed including all tape and or other materials before the company takes down the Gazebo. The hirer is also fully responsible for any damage or staining of the Gazebo that may be caused by said items of decorations.

6. Insurance

- a. Save as provided in these conditions & to the extent that the exclusion or restriction of liability may be prohibited by statute, DPC will not be liable for any loss, damage or injury caused, directly or indirectly by the Gazebo or its use.
- b. Your statutory rights are not affected.  
The Hirer is wholly responsible for any loss or damage to the Gazebo whilst on site or otherwise in the possession of. In the event of any loss or damage however caused the hirer agrees to indemnify DPC for the full cost of any repair or replacement of the Gazebo.

7. DPC is committed to processing data in accordance with its responsibilities under General Data Protection Regulation 2018 (GDPR). For more details on our Private Policy please visit [Policies – Datchworth Parish Council \(datchworth-pc.gov.uk\)](http://Policies – Datchworth Parish Council (datchworth-pc.gov.uk))

**Signed:-** ..... **Date:-** .....

**PRINT NAME:** .....

**On behalf of:** ..... **(Hirer)**

**Signed:-** ..... **Date:-** .....

**PRINT NAME:** .....

**On behalf of Datchworth Parish Council**