

Terms and conditions of loan of AV equipment 4/2018

Mediacentrum Windesheim terms and conditions of loan of audiovisual equipment Nature and contents of the agreement

1. The lender grants the borrower the loan of the equipment listed on the front of this agreement. The loan is granted for no consideration.

2 a: The loan takes the form of a loan agreement as referred to in the Dutch Civil Code. Sections 7A: 1777 to 7A: 1790 inclusive of the Dutch Civil Code apply to the loan if and to the extent that these terms and conditions do not state otherwise. b. If the borrower is an employee of the lender, the loan agreement will also be governed by labour law regulations and provisions. Because of their mandatory character, these labour law regulations and provisions may take precedence over the provisions in these terms and conditions of loan in the relationship between the lender and the employee.

3. Conclusion of the loan agreement is conditional on presentation by the borrower of a legal and valid proof of identity or by means of a Windesheim staff or student card with a photo of good likeness.

Term of the loan

4. The loan commences on the date and at the time stated on the front of this agreement and ends on the date and at the time also stated on the front of this agreement.

Checking equipment

5. The completed loan agreement must be signed by both the borrower and the lender. The borrower declares that they are familiar with the instructions for proper operation of the equipment taken on loan.

6. The borrower is obligated to inspect the equipment on loan for defects as soon as it is made available to them. The borrower must immediately inform the lender of any defects found and follow the lender's instructions. If the borrower fails to immediately inform the lender of defects found, the borrower will be deemed to agree that the equipment has been granted to them by the lender in a good state of repair.

Use of equipment

7. The borrower is obligated to only use the equipment taken on loan in accordance with the stipulations of this agreement and particularly to:

a) use and treat the equipment taken on loan in accordance with the operating and other instructions;

Terms and conditions of loan of AV equipment 4/2018

b) refrain from making any changes to the equipment taken on loan or instruct a third party to make such changes;

c) refrain from renting out the equipment taken on loan to third parties, lend it or provide it to a third party in any way whatsoever, except if such provision is made to a (fellow) student and/or colleague with whom the borrower works together on an assignment for which the borrower loaned the equipment.

d) only use the equipment taken on loan for the purpose of study (students of the lender) or work (staff of the lender) and therefore not for any other purposes, including private purposes.

e) generally act as good borrower, which at least includes that the equipment taken on loan cannot be used in a way that is contrary to statutory provisions.

8. The borrower is not permitted to repair the equipment taken on loan or instruct a third party to repair it.

End of the loan

9 a. The borrower must return the equipment taken on loan to the desk of lender's Mediacentrum by the agreed end date at the latest. b. The borrower may ask the lender for extension of the term of the loan, but only prior to the end date and time referred to under a. If the lender agrees to this request, the lender will set a new end date and time for the loan and inform the borrower accordingly. In the event of extension of the term of the loan, these terms and conditions will continue to apply in full to the loan.

10. If the borrower returns the equipment after the date and time referred to in Article 9 of these terms and conditions, the fine the borrower will owe the lender will amount to €5 per day that the equipment is returned too late. The day on which the equipment taken on loan had to be returned in accordance with Article 9 of these terms and conditions will be considered as the first full day of being in default with timely return.

Damage and defects to equipment

11. The loan will be at the expense and risk of the borrower.

12. When using the equipment taken on loan, the borrower is obliged to immediately inform the lender of any damage incurred and defects found in relation to the equipment. The borrower is also obliged to take appropriate measures to prevent exacerbation of the damage incurred or defect found.

13. If the equipment taken on loan must be repaired because of incompetent or incorrect treatment, incompetent or incorrect use, repairs by third parties, use of unsuitable accessories or any other cause during the term of the loan that cannot be considered normal wear and tear, the costs of repair will be entirely at the borrower's expense. Repairs will only be made if the costs offset the current market value of the relevant equipment.

Terms and conditions of loan of AV equipment 4/2018

If the costs of repair exceed the current market value of the equipment, the amount of the current market value will be entirely at the borrower's expense.

14. The lender will not be liable for damage caused by the borrower to third parties or indirectly as a result of the use of the objects granted on loan. The borrower indemnifies the lender against any and all third-party claims.

Theft and loss of equipment

15. The borrower is obliged to take all appropriate measures to prevent theft or loss of the equipment taken on loan.

16. The borrower is fully liable for theft or loss of the equipment taken on loan. As such, the borrower must pay all damage incurred by the lender resulting from theft or loss of the equipment taken on loan. Damage is defined as the current market value of the equipment on the commencement date of the loan as referred to in Article 4 of these terms and conditions.

17. The borrower must always report theft or loss to the police, unless the lender declares they will report it themselves.