TERMS AND CONDITIONS

These terms and conditions relate to the Early Years Emergency Healthcare Toolkit (“Toolkit”). Six Toolkits are available to loan as a free resource to all Early Years Providers in Cornwall [and Isles of Scilly]. In order to enable the Toolkits to be available for loaned on a free basis, we have set these guidelines and terms and conditions for its use (“Terms and Conditions”).

We hope that you can support us by understanding why we have to put these in place, which will allow longevity of the Toolkits.

We thank you in advance and hope that you enjoy the use of this free and exciting new Toolkit.

1 Definitions

“Borrower” means any person, group or organisation who borrows the Toolkit from the Health Promotion Service.

“Health Promotion Service” means the health promotion service hosted by NHS Cornwall and Isles of Scilly (and Cornwall Council as the statutory successor from 1st April 2013, or any other statutory successor thereafter);

“Library Resource Centre” means [Kernow Building, Wilson Way, Redruth, TR15 3QE] or such other location as may be notified to the Borrower by the Health Promotion Service from time to time1;

“Loan Period” means the period in which the Toolkit is in the possession, custody or control of the Borrower, being the period from the date of collection or delivery (as applicable) on commencement of the Loan Period until such time as the Toolkit is returned to and is in the possession of the Health Promotion Service;

“Party” shall mean the Health Promotion Service and/or the Borrower, and “Parties” shall mean both the Health Promotion Service and the Borrower; and

“Practitioner’s Handbook” means the practitioner’s handbook issued by the Health Promotion Service to the Borrower with the Toolkit.

2 Loan Period & Conditions

2.1 The Health Promotion Service agrees to lend the Toolkit to the Borrower for the period agreed at the time of booking (or for such other period as may be agreed between the Parties). As a condition of the loan, the Borrower agrees to comply with these Terms and Conditions for the Loan Period.

2.2 In the event of breach by the Borrower of any or all of these Terms and Conditions (including, but not limited to those set out in Paragraph 4) the Health Promotion Service reserves the right to:

2.2.1 require the immediate return of the Toolkit; and

2.2.2 recover from the Borrower any costs incurred by the Health Promotion Service as a result of the breach which may include (but not be limited to) the cost of repairing or replacing the whole or any part of the Toolkit.

2.3 These Terms and Conditions shall apply in addition to any other Terms and Conditions in force in respect of any other services operating at the Library Resource Centre. In the event of conflict, these Terms and Conditions shall prevail.

1 PCT to confirm
2.4 These Terms and Conditions shall be governed by English law and the Parties agree to the exclusive jurisdiction of the English courts.

3 Arrangements on Commencement of the Loan Period

3.1 Arrangements for the delivery and/or collection of the Toolkit on commencement of the Loan Period will be made by the Parties at the time of booking and the Parties agree to comply with those arrangements.

4 Conditions of Loan

4.1 The Toolkit is loaned to the Borrower on condition that:

4.1.1 the Toolkit is used for educational and/or learning purposes only;

4.1.2 the Toolkit is not used for any commercial purpose or any purpose that will result in financial gain to the Borrower;

4.1.3 the Toolkit is at all times stored and used in a suitable environment which shall, as a minimum, meet the requirements set out in the Practitioner’s Handbook;

4.1.4 the Toolkit is at all times kept in a good, safe and serviceable condition and state of repair (fair wear and tear excepted) and the Borrower must cease to use the Toolkit if the Health Promotion Service decides or the Borrower considers (or acting reasonably ought to consider) that it is unsafe;

4.1.5 the Toolkit is used only for the purposes for which it is designed;

4.1.6 the Toolkit is not used by children under the age of 36 months;

4.1.7 the Toolkit is only used by or under the supervision of trained and competent individuals appointed by the Borrower who must ensure compliance with these Terms and Conditions;

4.1.8 the Toolkit is only used in accordance the operating instructions outlined in the Practitioner’s Handbook and in a skilful, careful and proper manner;

4.1.9 the Borrower takes such steps (including compliance with all safety and usage instructions as set out in the Practitioner’s Handbook) as may be necessary to ensure, so far as is reasonably practicable, that the Toolkit is at all times safe and without risk to health when it is being stored, used, cleaned or maintained by the Borrower;

4.1.10 the Toolkit is not removed from the premises (or other location(s)) specified by the Borrower at the time of booking, without the express written authority of the Health Promotion Service; and

4.1.11 at the end of the Loan Period, the Toolkit is returned to the Health Promotion Service in a clean, complete, safe and serviceable condition.

5 Title and Risk

5.1 The Toolkit shall at all times remain the property of the Health Promotion Service and the Borrower shall have no right, title or interest in or to the Toolkit (save the right to possession and use of the Toolkit subject to these Terms and Conditions).

5.2 The Borrower shall not hold themselves out (or attempt to do so) as having the power to loan, sell, charge or otherwise encumber the Toolkit.
5.3 The risk of loss, theft, damage or destruction of the Toolkit shall pass to the Borrower for the duration of the Loan Period and the Borrower is responsible for ensuring its safe keeping at all times. Without prejudice to Paragraph 5.4, any loss, theft, damage or destruction of the whole or any part of the Toolkit must be reported to the Health Promotion Service by the Borrower as soon as reasonably practicable after it has occurred or been identified.

5.4 In the event that the whole or any part of the Toolkit is lost, stolen, damaged and/or destroyed (whether by the Borrower or by a third party) during the Loan Period, the Borrower shall be liable to the Health Promotion Service for (and the Health Promotion Service shall be entitled to levy a charge in respect of) any costs or other losses incurred by the Health Promotion Service in connection with such loss, theft, damage and/or destruction. This will include the reasonable costs of repairing and/or replacing the same.

5.5 During the Loan Period, the Borrower is responsible for compliance with all health and safety precautions relevant to the Toolkit (including its use, storage and maintenance) including appropriate risk assessments and compliance with the requirements of the Practitioner’s Handbook.

5.6 The Borrower acknowledges that:

5.6.1 the Health Promotion Service is not the original manufacturer of some of the contents of the Toolkit;

5.6.2 the condition of the Toolkit is the sole responsibility of the Borrower for the duration of the Loan Period;

5.6.3 the Toolkits were produced by and purchased on behalf of the Health Promotion Service solely for the purpose of lending it to relevant third parties in accordance with these Terms and Conditions;

5.6.4 it shall not do (or permit to be done) anything that is contrary to or jeopardises the ownership or any other rights (including intellectual property rights) of the Health Promotion Service in the Toolkit or deliberately omit to do anything that would prevent those rights from being exercised; and

5.6.5 the Health Promotion Service is not obliged to provide any replacement item(s) in the event that the whole or any part of the Toolkit is damaged, lost, stolen or otherwise found to be defective.

5.7 The Borrower acknowledges that no condition, warranty or representation of any kind (including in relation to title, description, quality, suitability or fitness for purpose, value, condition, design or operation of all or any part of the Toolkit) whether express or implied has been or is given or made by the Health Promotion Service or any other person acting (or purporting to act) on the Health Promotion Services behalf (whether authorised or not) whether arising by law or otherwise in relation to the Toolkit or these Terms and Conditions.

6 Arrangements on Expiry of the Loan Period

6.1 At the end of the agreed loan period, the Toolkit will be returned to the Health Promotion Service at the Library Resource Centre, in accordance with the arrangements agreed between the Parties and which shall include a complete inventory check by the Borrower.

6.2 At the end of the agreed loan period, the Borrower agrees to complete and return the evaluation form provided by the Health Promotion Service and shall ensure that any loss of or damage to the whole or any part of the Toolkit is reported to the Health Promotion Service.

6.3 Without prejudice to any other remedy available to the Health Promotion Service, if the Borrower fails to return the Toolkit to the Health Promotion Service at the end of the agreed
loan period, a charge of £1 per day will be immediately payable by the Borrower to the Health Promotion Service for each day that the return of the Toolkit remains overdue.

6.4 If all or any part of the Toolkit is found to be missing, incomplete or damaged (fair wear and tear excluded), the Borrower shall be liable to meet the reasonable costs to the Health Promotion Service of repairing or replacing the same.

6.5 Without prejudice to Paragraph 6.4, if any missing part of the Toolkit is found by the Borrower at any time after the Loan Period, such part shall be returned immediately to the Health Promotion Service.