GWRC Stream Assessment Kits Lending Agreement Terms



This lending agreement is between Greater Wellington Regional Council and the borrowing school named in the schedule. The Stream Assessment Kits are managed by GWRC staff and external individuals who are known as 'kit keepers'.

1. Terms and Conditions of loan

- a. Greater Wellington Regional Council will lend the equipment described in section 8 to the borrowing school on the terms and conditions of this agreement
- b. The equipment shall be loaned for the loan period specified in the schedule
- c. The loan period may be extended by mutual consent of both parties
- d. No variation or amendment of this agreement will be effective unless it is made in writing. This can be done by email

2. Payment

a. There is no charge for borrowing equipment

3. Title and Risk

- a. The equipment shall at all times remain the property of Greater Wellington Regional Council
- b. Greater Wellington Regional Council will ensure that the kit is complete and the equipment is fit for purpose
- c. Any loss or damage to the equipment will become the responsibility of the borrowing school when they pick it up, and shall not revert back to Greater Wellington Regional Council until the kit has been returned, clean and complete.

4. Cleanliness

a. The equipment will be clean when the borrowing school receives it. Following the loan period by the school, the borrowing teacher will clean the equipment to avoid risk of cross contamination. There is a cleaning brush included with the equipment. All equipment must be cleaned with hot soapy water and dried before returning the kit.

5. Greater Wellington Regional Council will:

- a. Provide the school with written instructions on the care and use of the kit
- b. Provide training for teachers from the borrowing school on the correct use of the equipment (teacher training workshops), if requested and depending on capacity
- c. Ensure the kits are complete and well maintained

6. The borrowing school will:

- a. Keep the equipment in its possession and control and ensure that it is secure against loss, damage and theft
- b. Allow teachers using the kit to receive training from Greater Wellington Regional Council staff or the kit keeper in the operation of the stream assessment equipment if it is available

- c. Operate the equipment in accordance with the instructions provided, and for the purpose it was designed for
- d. Exercise due diligence and follow good practise in terms of health and safety management when using the kit with students.
- e. Keep the equipment in good working order, fair wear and tear excepted
- f. Ensure that identification marks or labels on the equipment are not removed, defaced, amended, or obscured, including those which identify the kit keeper
- g. Not modify any equipment in the kit without first obtaining written approval from the kit keeper
- h. Return the equipment by the agreed date so other schools don't miss out
- i. Contact the kit keeper with any queries in relation to this agreement

7. In the event of equipment being lost, damaged or returned in unsatisfactory condition:

- a. The borrowing school agrees to either clean the kit or pay a cleaning fee (\$30).
- b. If any equipment has been lost or damaged, the borrowing school agrees to pay the replacement cost as indicated below, or follow other arrangements agreed with Greater Wellington Regional Council or the kit keeper.

8. Equipment

Each kit will contain:

Quantity	Equipment	Cost per item	Replacement cost (as at January 2016)
1	An Educator's Guide to Stream Health Assessment	\$10.00	\$10.00
1	Stream Assessment Form master	\$2.00	\$2.00
1	List of equipment	\$2.00	\$2.00
1	Thermometer	\$10.00	\$10.00
1	Kick net	\$120.00	\$120.00
1	Clarity tube (tube, cap, 2 magnets, plastic case)	\$200.00	\$200.00
5	White plastic trays	\$17.00	\$85.00
5	White plastic spoons	.50	\$2.50
15	Algae ID cards/ Critter ID cards	\$2.00	\$30.00
5	Magnifying glasses	\$10.00	\$50.00
1	Large storage container	\$30	\$30
1	Scrubbing brush	\$4.00	\$4.00
Total cost of kit			\$555.50

GWRC Stream Assessment Kits Schedule

Borrowing School:

Loan period: ______

GWRC lends a Stream Assessment Kit to the Borrowing School for the loan period noted above, and the Borrowing School borrows the Stream Assessment Kit from GWRC, subject to the terms of the attached lending agreement.

Signed on behalf of borrowing school:

Signed:	(Teacher)	Date:
Print name:	-	School:
Email:		Telephone:
Signed:	(Kit keeper)	Date:
Print name:	-	Position:
Email:		Telephone: