

## **Suffolk Digital Cinema Network**

### **Terms and conditions for borrowing the equipment**

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When borrowing equipment from the Network, the person collecting it from its usual store will be asked to sign a loan form. In doing so, that person will be accepting the following terms and conditions on behalf of the group that nominated him/her.

#### **Definitions**

1. In these terms and conditions, the following definitions apply:
  - "Network" - the Suffolk Digital Cinema Network;
  - "Committee" - the Network's Executive Committee;
  - "Equipment" - any equipment owned by the Network, or made available to the Network by a third party, and loaned out under these terms and conditions;
  - "Member" - any organization currently accepted as a member of the Network in accordance with the Network's constitution, excepting any organization designated by the Committee as a Store whilst acting in that capacity;
  - "Projectionist" - any person nominated to act on behalf of a Member in respect of borrowing the Equipment from the Network;
  - "Store" - any organization designated by the Committee to provide a secure place where any item of Equipment is normally stored when not loaned out.

#### **Eligibility to borrow and handle the Equipment**

2. Only Members are eligible to borrow the Equipment. If a membership subscription has been agreed in accordance with the Network's constitution, only Members in good financial standing are eligible to borrow the Equipment. Associate Members may only borrow Equipment at the discretion of the Committee, and provided that the Equipment is not needed by any Full Member at the same time.
3. Members must not use the Equipment in any way for private gain. Any profit arising from the use of the Equipment must be used to further the objects of the Member organization or for another community purpose.
4. Members shall nominate one or more people aged eighteen or above as Projectionists to act on their behalf in respect of borrowing the Equipment. Only people who have satisfactorily completed whatever training the

Committee deems appropriate may be nominated as Projectionists. The Committee reserves the right not to accept any such nominations, and to remove any individual from the list of eligible Projectionists at any time.

5. Only Projectionists may in any way handle or operate the Equipment, including whilst in transit or temporary storage.
6. Members must not lend any Equipment to any third party.

### **Booking the Equipment**

7. Equipment may be provisionally booked on up to one year in advance. If two or more Members want to use the same Equipment on the same day, the Committee will do its best to allocate the Equipment fairly but does not guarantee to accept any provisional booking. Provisional bookings should normally be made at least three months in advance.
8. All bookings are provisional until confirmed in writing, normally not more than one month after provisional bookings are received.
9. Neither the Network, nor its Committee, nor any organization acting as a Store is liable for any loss arising from the non-availability of any Equipment for whatever reason, even if the booking had been previously confirmed.

### **Indemnification of the Network and its Committee**

10. Members are wholly responsible for promoting the events for which they use the Equipment, and indemnify the Network and its Committee against any loss arising from using any Equipment, including any consequential loss arising from the failure of any Equipment.
11. Members indemnify the Network and its Committee against liability in respect of personal injury or damage or loss to any third party resulting from the use of any Equipment except in so far as such personal injury or damage or loss can be shown to have resulted from an inherent defect in the equipment or any part thereof.
12. No warranty, either express or implied, is given by the Network or its Committee as to the suitability or compatibility of any Equipment in respect of Members' venues and/or any other equipment to be used by Members. Members must satisfy themselves entirely that any Equipment borrowed is appropriate to their needs.

### **Insurance**

13. The Network has insured the Equipment against loss or damage, with an excess of £250 for any claim. Members responsible for the loss of or damage to any Equipment agree to reimburse the Network any costs incurred in making good that loss or damage, up to a maximum of £250 for any incident.

14. The Network's insurance policy specifically **excludes liability for the theft of property from an unattended vehicle**, 'unless all the doors, windows and other means of access have been secured and locked and all keys of the vehicle removed to a place of safety, and the property is placed in the boot of the vehicle or is otherwise out of sight.' Members losing any Equipment through not observing these requirements agree to reimburse the Network **in full** for any uninsured loss.
15. Members are **not** covered by the Network's public liability insurance, and must hold public liability insurance cover up to £5,000,000 for any event promoted using the Network's Equipment. Members must submit to the Secretary proof that they hold or will hold the specified insurance for the period during which Equipment is to be borrowed. Equipment will not be loaned unless such proof is provided.

### **Risk management**

16. Equipment is loaned out on the understanding that Members have assessed the risks associated with using it at their venues, and fully satisfied themselves that any risks have been minimized.
17. When collecting any Equipment from its Store, Projectionists must inspect the Equipment and associated cables and fully satisfy themselves that there are no visible signs of damage that might compromise the safe use of the Equipment. Any such damage must be reported, and rectified before the Equipment can be used.
18. Members must not attempt to repair, or authorize the repair of, any Equipment, but must report any fault at the earliest opportunity.
19. When the Equipment is set up at Members' venues, all cables running along the floor must be taped down using appropriate tape.
20. Projectionists must take particular care to allow projector bulbs to cool correctly.
21. No Equipment may be used at any outdoor event unless a specific risk assessment has previously been approved by the Committee.

### **Legal issues**

22. Neither the Network nor its Committee shall be a party to any contract between any Member and any third party without the prior written consent of the Committee.
23. A Member borrowing Equipment indemnifies the Network and its Committee against any liability resulting from any unlawful act on the part of that Member, including - but not limited to - breaches of legislation relating to health and safety, licensing, access for disabled people, child protection, copyright and decency.

24. In particular, the Equipment may only be used to screen material under licence from the relevant authorized distributor or, where applicable, with the express consent of relevant copyright holders, under such terms as they may impose.
25. When the material to be screened has been classified by the British Board of Film Classification, any age restrictions imposed must be enforced by Members.
26. When unclassified material is to be screened, Members should satisfy themselves that any consents required by relevant licensing authorities have been obtained. Commonsense considerations of appropriateness for target audiences should be applied in addition to any legal considerations: age restrictions should be applied and warnings issued as appropriate.

### **Audience figures**

27. So that the Network can fulfil its obligations to funding bodies, Members must submit audience figures within one month of each screening. This information must be submitted via the Network's website ([www.suffolkinema.org.uk](http://www.suffolkinema.org.uk)) or on the forms kept with the equipment.