

Equipment Loan Contract
(hereafter the “**Contract**”)

concluded in accordance with § 2193 et seq. of Act no. 89/2012 Coll., the Civil Code, as amended, between

name: **Univerzita Karlova**
registered address: Ovocný trh 560/5, 116 36 Praha 1 – Staré Město
IČO: 00216208
DIČ: CZ00216208
represented by: Mgr. Zuzana Poláková, Head of UK Point
e-mail contact: jana.vlasakova@ruk.cuni.cz
(hereafter the “**Lender**”)

and

first name and surname:
ID number:
date of birth:
address:
e-mail:
telephone number:
faculty
matriculation year, course
(hereafter the “**Borrower**”)

(The **Lender** and **Borrower** hereafter also individually referred to as “**Contractual Party**” or jointly as “**Contractual Parties**”).

Article I
Preliminary Provisions

1. As provided by Article 8 of the Charles University Property Management Rules dated 14 December 2016, the Lender is entitled to entrust items of its property to its employees and students. For this purpose, UK Point possesses technical and assistive devices, which it makes available to socioeconomically disadvantaged students and students with special needs, in line with its internal rules.
2. The Lender declares that it is the exclusive and lawful owner of the following equipment:

Name, brand, model:	
Inventory number:	

(hereafter also the “**Equipment**”).

Article II
Purpose of the Contract

1. Upon signature of this Contract, the Lender shall hand over the Equipment to the Borrower, together with any documentation (such as an instruction manual), and undertakes to permit the Borrower to use the Equipment temporarily free of charge in accordance with the conditions set out in the Contract.

Article III
Deposit

1. The Contractual Parties declare that at the time of signing the Contract the Lender has received a deposit from the Borrower amounting to CZK (in words Czech Crowns) in cash. The Lender will return this amount to the Borrower if the Equipment is returned to the Lender undamaged and on or before the specified deadline.

Article IV
Contractual Parties' Rights and Responsibilities

1. The Lender is obliged to hand over the Equipment to the Borrower for use free of charge in usual working order. The Lender declares that the Equipment has the following noticeable defects, which do not affect its functionality:¹

--

2. The Lender is obliged to use the Equipment properly, in accordance with its purpose and to protect it from damage, loss and destruction.
3. The Borrower declares that s/he has been sufficiently informed prior to signature of the Contract of the rules for use of the Equipment and that all materials and documents necessary for the use of the Equipment have been handed over to her/him.
4. The Borrower is not entitled to make any adjustments, amendments or otherwise interfere with the Equipment, with the exception of everyday maintenance, without prior written agreement from the Lender. Should the Lender agree to any such actions, the Borrower is obliged to proceed in accordance with the Lender's instructions.
5. The Lender must not permit any third party to use the Equipment, except for the purpose of assisting the Borrower; any use for the purpose of assistance must be agreed in advance with the relevant member of staff at the Carolina Centre.
6. All expenses for the repair and maintenance of the equipment and any damage caused to the Equipment shall be paid for by the Borrower.
7. The Borrower is obliged to maintain the Equipment in the condition in which s/he received it, at her/his own cost. In case of necessity (malfunction) the Borrower shall return the Equipment to the Lender to arrange its repair.
8. If the Equipment is a computing device, the Borrower is entitled to install only legal software on it. The Borrower is not entitled to interfere with the hardware of the Equipment in any way.

¹ Strike through if the item has no defects.

9. The Borrower is obliged to return the Equipment in the same condition as s/he received it, taking into account ordinary wear and tear, not more than 10 calendar days after the agreed loan period has ended and to complete a handover statement documenting its return.
10. If the Lender has an unavoidable need for the Equipment for its own internal purposes before the agreed loan period has ended, it is entitled to request the earlier return of the Equipment.
In such a case, the Borrower is obliged to return the Equipment not more than 10 calendar days after the request for return is delivered to her/him.
11. The Borrower is obliged to return the Equipment to the Lender at Celetná 13, 110 00 Prague 1, during the office hours of the relevant staff member.

Article V Duration of the Loan and its Extension

1. The loan period is agreed as 6 (six) months from the date of signature of this Contract. The Borrower is therefore obliged to return the Equipment to the Lender no later than ____ . ____ . 20___. If this date falls at the weekend or on a bank holiday, the Borrower must return the Equipment on the next working day.
2. If the Borrower expresses an interest in extending the loan period and the Lender does not have any record of interest from another potential user, the loan period may be extended for up to 6 (six) additional months, repeatedly. The Lender may demand that the Equipment be presented for inspection to verify its condition.
3. If the loan period is extended, the Contractual Parties shall agree upon a new deadline for the return of the Equipment to the Lender.
4. The loan period may be extended upon signature of a written addendum to the Contract (on paper) by both Contractual Parties.
5. This Contract shall remain in force only for as long as the Borrower is an active student at the Lender. Should the Borrower interrupt or terminate her/his studies, the loan of the Equipment shall automatically terminate. In such a case, the Borrower is obliged to return the Equipment no more than 10 calendar days after the relevant change in her/his status.

Article VI Withdrawal from the Contract

The Lender is entitled to withdraw from this Contract in case of material breach of the Contract by the Borrower, i.e. if the Borrower breaches any of the duties set out in Article IV para. 2, 4, 5, 6 and 9 and Article VII para. 3 and 5. In such a case, the Borrower is obliged to return the Equipment without undue delay, and no later than 10 calendar days after receipt of a request for its return.

Article VII Contractual Penalty, Damage Indemnity and Theft

1. If the Borrower fails to return the Equipment on time, the Borrower is obliged to pay the Lender a Contractual Penalty of 50 CZK (in words: fifty Czech Crowns) for every additional day or part thereof. Payment of this Contractual Penalty does not affect the Lender's right to damages.

2. The Borrower is obliged to pay the Lender for any damage incurred during the loan period as a result of loss or damage to the Equipment.
3. If the Equipment is stolen, the Borrower is obliged to report its theft to the Czech Police without undue delay. When reporting the crime the Borrower must inform the Police that the Lender is the owner of the Equipment and must provide the Police with the inventory number of the Equipment.
4. Should the Borrower fail to report the theft of the Equipment in accordance with the preceding paragraph, s/he shall be responsible for damages in the same way as if the Equipment was lost during the loan period.
5. The Borrower is obliged to inform the Lender of any loss, damage or theft of the Equipment without undue delay, by contacting the relevant staff member.

**Article VIII
Final Provisions**

1. All legal relations not established by this Contract shall be governed by the relevant provisions of Act no. 89/2012 Coll., the Civil Code, as amended, and related legislation.
2. The Borrower hereby agrees that the Lender may take a photocopy of her/his student ID and acknowledges that the Lender will process her/his personal data as stated in the header to this Contract, both in electronic form and on paper. Such data processing is essential for the conclusion of this Contract and will last for the duration of the loan period and may last longer, for as long as is necessary to settle all mutual rights and responsibilities. The Borrower is entitled to access her/his personal data and may contact the Lender for matters relating to its processing using the e-mail address stated in the header to this Contract. Should the Borrower believe that her/his personal data is being processed incorrectly or illegally, s/he may request an explanation or correction (e.g. amendment, deletion, etc.). from the Lender. The Lender will process this data in accordance with the applicable legislation on personal data protection. Should the Borrower suspect otherwise, s/he may submit a complaint to the Office for Personal Data Protection.
3. The Contractual Parties agree that any mutual communications and requests from the Lender to the Borrower shall be addressed to the Borrower's e-mail address as stated in the header to this Contract.
4. This Contract shall take effect on the date of its signature by both Contractual Parties, or the later of the two signature dates if these differ.
5. This Contract is drawn up in duplicate and each Contractual Party will retain one copy.

Signed in Prague on ____ . ____ . _____

Signed in _____ on ____ . ____ . _____

For the Lender:

The Borrower:

Mgr. Zuzana Poláková
Head of UK Point

[first name, surname],