



MIR RENTAL EQUIPMENT – TERMS AND CONDITIONS

1. **TERMS.** Requestor's rental of the Equipment is conditioned upon Requestor's agreement with the terms of this contract (the "Contract"). All of the terms herein are incorporated into all future contracts between the National University of Singapore Mountaineering Club (the "Club") and the Requestor upon Requestor's use of the Club's equipment without objection. "Requestor(s)" is deemed to include everyone identified in the MIR Rental Request Form (the "Form"). "Equipment" is all the equipment identified in the Form, together with all replacements, repairs, additions, modifications and alterations whether made or included before or after the date of equipment rental. "Group Equipment" is a subset of Equipment that is deemed by the Club to be for shared use among more than one Requestor.
2. **RENTAL PERIOD.** "Rental Period" is the Equipment rental duration agreed between the Requestor and the Club. Rental Period commences when the Equipment is collected by the Requestor and continues until the Equipment is returned to the Club on the scheduled return date, provided the Requestor has otherwise complied with this Contract and the Equipment is in a satisfactory condition. The Club may terminate this Contract at any time, for any reason, after the Rental Period.
3. **RENTAL DEPOSIT.** The Requestor is required to place a Rental Deposit for every piece of equipment rented (refer to the **Appendix** for definition of *a piece of equipment*), regardless of whether the Requestor is exempted from the Maintenance Fee. The deposit rate for all equipment excluding ropes is set at S\$5 / Equipment / Fortnight. The deposit rate for ropes is set at S\$25 / Rope / Fortnight. The Rental Deposit shall be determined by the fortnight starting from the date of rental (i.e. If a Requestor rents a rope for less than a fortnight, the Requestor shall still place S\$25 in deposit). In the case of Requestors renting Group Equipment, every Requestor shall deposit the amount according to the rates mentioned herein (i.e. If there are 2 Requestors renting a rope, both Requestors shall place S\$25 as deposit, for a total deposit of S\$50). The Rental Deposit (minus the Maintenance Fee if applicable) shall be returned upon return of the Equipment.
4. **MAINTENANCE FEE.** The Requestor is required to pay a Maintenance Fee for every piece of equipment rented, which is used for the upkeep and replacement of the Club's inventory. The Maintenance Fee is set at 10% of the Rental Deposit and shall be deducted from the Rental Deposit. The Maintenance Fee is exempted for the following groups of Requestor:



- (1) TMC and BAMC Participants during participating semester and one semester after, (2) The Club's Executive Committee members during their year of service and one year after.
5. **LATE RETURN.** "Late Return" is the return of Equipment beyond the agreed Rental Period. In the event of Late Return, the Club reserves the right to charge a Maintenance Fee that is commensurate with the Rental Period in addition to the number of days the Equipment was returned late (i.e. If a Requestor returns a rope 1 day late, the Requestor's supposed Rental Deposit shall be deemed to be an additional S\$25, and therefore the Requestor shall have to pay an additional S\$2.50 in Maintenance Fee). There shall be no limit to the additional Maintenance Fee the Club can charge for Late Return.
 6. **RELEASE AND INDEMNIFICATION.** THE REQUESTOR HAS TO INSPECT THE EQUIPMENT TO CONFIRM THAT THE EQUIPMENT IS IN GOOD CONDITION AND WITHOUT DEFECTS. The Requestor shall indemnify, release and hold the Club harmless against all liabilities, claims, losses and damages however arising or incurred, related to any incident caused by or connected with the use, possession, or control of the Equipment during the Rental Period, whether or not caused by the active or passive negligence or other fault of any party indemnified herein.
 7. **DAMAGE CHARGE.** The Club shall inspect the Equipment upon return by the Requestor to check that the Equipment is in a satisfactory condition. In the event that the Equipment is returned in an unsatisfactory condition, the Club reserves the right to claim any Damage Charge. The Damage Charge shall be decided at the discretion of the Club, based on the degree of damage and the current market price of the Equipment. If the particular Equipment is no longer being sold, a suitable approximation shall be derived based on the market price of a similar piece of equipment, which shall also be determined at the discretion of the Club. The Club's decision shall be final.
 8. **MISCELLANEOUS.** This Contract shall not be amended, altered or changed except when mutually agreed to by both the Requestor and the Club.

END

Prepared By: Leow Wei Sheng (MIR 20 Vice President)
Effective As Of: 10 August 2020
Date Last Updated: 2 August 2020

APPENDIX

Each of the following shall constitute a piece of equipment:

1 Down Jacket	1 Shell Jacket
1 Fleece Jacket	1 Insulating Jacket
1 Fleece Suit	1 Insulating Vest
1 Down Suit	1 Fleece Pants
1 Shell Pants	1 Down Pants
1 Pair of Boots	1 Pair of Down Booties
1 Pair of Gaiters	1 Pair of Crampons (in a Crampon Bag)
1 Pair of Gloves	1 Pair of Mittens
1 Helmet	1 Ice Axe
1 Down Sleeping Bag (in a Compression Bag)	1 Sleeping Pad
1 Shovel	1 Snow Picket
1 Backpack	1 Duffel Bag
1 Beanie	1 Balaclava
1 Neck Warmer	1 Ice Screw
1 Set of Camping Stove, Pot and Pot Clamps	1 Tent
1 Compass	1 Carabiner
1 Ascender	1 Sling
1 Belay Device	1 Set of 6 Quickdraws
1 Harness	1 Pulley
1 Rope	1 Rope Bag
1 Cam Set	1 Stopper Set