

TERMS AND CONDITIONS OF USE OF LIONS BRIGHTSIGHT VISION SCREENERS

1. Introduction

These Terms and Conditions govern the temporary loan, deployment, and use of vision screening devices owned by Lions BrightSight. By borrowing, accepting, or operating any vision screening equipment provided by Lions BrightSight, the applying party ("the Club") agrees to be bound by these terms.

2. Provision of Equipment and Prescription Fulfilment

- 2.1 Lions BrightSight provides the vision screening equipment to Clubs at no rental or usage charge for the purpose of community screening projects.
- 2.2 This complimentary provision is made strictly upon the proviso and condition that all referral scripts for refractive spectacles generated through the use of Lions BrightSight's equipment are ordered through Lions BrightSight for fulfilment.

3. Equipment Competence and Proper Use

The Club explicitly agrees and warrants that:

- 3.1 They will ensure that any personnel operating the vision screening devices are trained and competent in the correct use and handling of the equipment prior to any screening activity.
- 3.2 The equipment will be operated strictly in accordance with the manufacturer's guidelines, manuals, and any operational protocols provided by Lions BrightSight.

4. Custody and Care

- 4.1 The Club assumes full responsibility for the safety, security, and proper storage of the vision screening devices from the moment they are delivered until they are collected for return to Lions BrightSight.
- 4.2 The equipment must be transported and stored in appropriate protective containers and environmental conditions.
- 4.3 Any malfunction, loss of components, or damage must be reported to Lions BrightSight immediately in writing.

5. Indemnification and Liability

- 5.1 The Club agrees to indemnify, defend, and hold harmless Lions BrightSight, its management, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, or expenses (including legal fees) arising directly or indirectly from the incorrect or improper use of the equipment by the Club, their agents, or any third party under their supervision.
- 5.2 Lions BrightSight shall not be held liable for any direct, indirect, incidental, or consequential damages, including incorrect screening results or medical outcomes, resulting from the deployment or use of the equipment while in the Club's possession.
- 5.3 Club's shall ensure that no minor will be screened or tested without prior written, explicit, and informed consent from their parent or legal guardian and conform to the legal and regulatory frameworks as set out in the Children's Act 38 of 2005 and the Protection of Personal Information Act 4 of 2013.

6. Insurance, Loss, and Damage

- 6.1 While Lions BrightSight maintains baseline insurance coverage for the equipment, the Club agrees to be held financially responsible for any loss, theft, or damage occurring while the equipment is in their possession or under their control.
- 6.2 In the event of any insurance claim arising from loss, theft, or damage of the equipment during the loan period, the Club explicitly agrees to cover the full cost of any applicable insurance excess payments associated with that claim.

7. Return of Equipment

- 7.1 The Club shall ensure that the vision screening devices are available for collection for return to Lions BrightSight in good working order (normal wear and tear excepted) on or before the agreed return date, or immediately upon request by Lions BrightSight management.

8. Policy Review

- 8.1 The management committee of Lions BrightSight reserves the right to amend this policy at any time if it is deemed necessary to do so.

By submitting the application to make use of Lions BrightSight's the equipment, the Club acknowledges that they have read, understood, and agreed to abide by these Terms and Conditions.

Lions Brightsight Management Committee

Version: 1.0.0.

Date: 6 October 2026