

## Welcome to Buxton Library of Things

### **Mission and ethos:** We're on a mission to make life in

Buxton more sustainable through building our community resilience.

By providing a shared community resource of things that individuals only need to use occasionally we aim to reduce the amount of 'stuff' produced, purchased, stored, and wasted. This is a 'not for profit' community enterprise so each time you borrow an item, you directly support your local community.

## Terms of Borrowing

**Joining & Membership:** Only Members are able to borrow from the Library of Things. To become a member, you must:

1. Provide valid photo ID to prove that you are aged 18 or above.
2. Give your personal details: full name, current postcode, valid phone number and preferably a valid email address so that we can contact you.
3. Connect a valid debit or credit card to your borrowing account, with sufficient funds to pay for any items you reserve.
4. Pay an annual membership fee of £5, or £2.50 if you are unwaged.
5. Tick to accept this Library of Things Terms of Borrowing

**Member Responsibilities:** As a Member, you are responsible for:

1. **Bringing the item back clean.** If the item is returned to Library of Things in a state that causes our Volunteers to perform a deep clean and/or an unpleasant experience for the next Member, we reserve the right to charge a Cleaning Fee determined by Library of Things. This Cleaning Fee is based on the time taken for extraordinary deep cleans.
2. **Bringing the item back on time,** so the next Member isn't kept waiting. You must return all items borrowed in their complete state (i.e. with all included parts) to the Library of Things site within the agreed time slot on the stated Return Date.  
You are able to change the item's Return Date by logging into your Library of Things account, and editing the Return Date. This is only possible if:
  - (1) There are no reservations made by another Member starting on or before your new proposed Return Date.
  - 2) You make the change before the closing time on the stated Return Date. If you have any difficulties with this, you must contact our Support Team before the closing time on the stated Return Date.
  - 3) You understand that returning items after their Return Date will incur a **Late Fee**.
  - 4) You will receive notifications (email or text) reminding you the item is overdue. A daily late fee, at 1.5x the daily cost of the Thing, will be charged to the card you made your initial reservation on, for each day the Thing is overdue.
  - 5) If you do not return the item after 1 week of your Return Date, the item will be considered a '**non return**' and you will be charged up to the full replacement cost of the item, in addition

to the late fees already charged.

We will notify you in writing via email and send you an e-receipt for the Late Fees.

3. **Bringing the item back with all its parts in good working order**, so that it's ready for use by the next borrower. You understand that if you do not return all included parts of a Thing, and/or if you return the Thing damaged, you will be charged the replacement cost for each missing part and/or any cost we may incur to repair any damage done to the Thing. These charges are designed with the next borrower in mind, as we don't want others in the community to lose out over Things being incomplete, damaged or returned without proper care and attention to all its parts.
4. **Any cancellations need to be made by 9am the day before your reservation starts.** If you no longer need to borrow an item or cannot fulfil a reservation, you agree to cancel it with consideration of this notice to receive a full refund. If you cancel it after 9am the day before your reservation, you will still be charged for the full price of the reservation and we will be under no obligation to refund you this amount.
5. **Keeping the item safe.** If you have a problem returning the item, please contact us immediately. If you lose it or the item is stolen from you, we will consider it a 'non return' and can charge you up to the full replacement cost of a new item.
6. **Using the items in a safe and proper manner.** You are responsible for using any item you borrow for the job it is intended to do, taking appropriate safety precautions outlined in how-to guides, and wearing any personal protective equipment (PPE) provided when an item requires this. We make every effort to include the appropriate PPE with each Thing, but are reliant on borrowers returning it for the next borrower. If you don't find the recommended PPE included, please inform us ASAP so we can replace it for future borrows - and either source your own for your borrow or reschedule the borrow after we've replaced that piece of PPE.
7. **Familiarising yourself with how to use the item**, by reading the instructions that come with the thing, Library of Things how-to guides or user manuals, watching YouTube videos or asking our team for help.
8. **Visually checking the items before borrowing and using them**, especially for electrical equipment. For example, check you have all parts, check the wires and plug for any visible damage before use, and don't use any items outside or near water if not intended for those uses.
9. **Immediately stopping use of an item if it becomes unsafe** or in a state of disrepair.
10. **Telling Library of Things about any accidental damage immediately** via the Help button on our website, so we know the item needs attention before the next borrow. We will not charge you for 'reasonable use' wear & tear, so long as this is reported straight away. Where the item has been used inappropriately or unreasonable damage has been caused, Library of Things may charge you a repair fee or up to the full replacement cost of the item (at our discretion on inspection of the item). You understand that Library of Things is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items.
11. **Not borrowing the items to do professional work** where you are charging a fee to a third party is not permitted and risks your membership being terminated.
12. **Paying the total amount owed for the item(s) borrowed.** Members will be charged the stated rates for borrowing items. The debit or credit card linked to your account is charged when you reserve the item. If you don't have enough funds to pay any fees you owe, we will work with you to work out a solution. If after initial communication you still have not paid the fees you owe, Library of Things reserves the right to take legal action to ensure fees are paid and may charge an administration or legal fee to cover costs.
13. If one Member borrows an item and with LoT agreement passes it on to another Borrower before it is returned and booked in, the first Member remains liable for the return and condition of the object

until it is returned. If a Member collects an item from another Borrower with LoT's agreement, that loan will also be under the terms of these Terms of Borrowing Agreement.

14. Members may reserve items online or by contacting LoT. All items are first-come, first-served basis (unless the item was reserved). Items can be checked out online; if they are not picked up by the end of the time slot agreed, then the item will be put back in circulation.
15. Transition Buxton reserves the right to limit the number of items borrowed, refuse the loan of any item, or request for membership at the management team's discretion. We reserve the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Terms of Use Agreement each time you borrow.

*Now for the serious bit. As a Member, you agree to indemnify and hold harmless Transition Buxton CIC, its officers, agents, and personnel for any and all liability, loss, claims and demands, actions or causes of action for the death or injury to any people and for any property damage suffered or incurred by any person, which arises in any way from the use of items you are borrowing.* If we discover you are not respecting the rules of borrowing and our guidance in how to use Library of Things and its items in a safe and proper manner, we reserve the right to terminate your membership at any time. You understand legal action may be taken against you.

## **Library of Things' responsibilities**

Library of Things is responsible for:

1. Taking reasonable action to ensure the quality and safety of its items, including as a minimum:
  1. Carrying out routine item checks and inspections
  2. Carrying out PAT tests on all electrical items borrowed as a minimum every 6 months.
  3. Provide personal protective equipment (PPE) at no cost to the Member & instructing the Member to wear this at all times. We make every effort to include the appropriate PPE with each Thing, but are reliant on borrowers returning it for the next borrower. If you don't find the recommended PPE included, please inform us ASAP so we can replace it for future borrows - and either source your own for your borrow or reschedule the borrow for a time after we've replaced the PPE in question. (see Member Responsibilities 6).
2. Taking reasonable action to enable the Member to learn how to use items in a safe and proper manner, including:
  1. Making available hard copy and digital how-to guides for items including video links wherever possible.
  2. Reminding Members to stop using items and to report any damage or repair immediately on noticing anything unusual (see Member Responsibilities 9).
3. Handling any issues and complaints relating to borrowing in a sensitive and timely manner, including:
  1. Making a direct refund to a Member's bank account if for any reason the Member has been overcharged for the item(s) borrowed. This refund takes up to 10 days to reach the Member's bank account from the time of discovery.
  2. Storing all Member data as securely as reasonably possible, handling data sensitively and ensuring data is compliant with the General Data Protection Regulation and other data protection laws. See the Library of Things Privacy Policy below for more information on how we do this.

## **Communicating with you**

As a Member of Library of Things, you will receive some communications from us, including:

1. reservation and collection receipts each time you reserve and borrow
2. a welcome email with information on how borrowing works
3. occasional service updates
4. personalised promotions and offers
5. newsletters

If you want to disable borrowing receipts, you can do so by letting us know. If you want to disable our updates and newsletters at any time, you can do so either by clicking 'unsubscribe' at the bottom of the email. If you no longer want to be a Member of Library of Things, email us to tell us this via [library@transitionbuxton.co.uk](mailto:library@transitionbuxton.co.uk). We will delete all of your personal data within 5 working days.