Hastings Library of Things Membership Agreement

A warm welcome to you; to be able to borrow items, we need you to become a member of Hastings' Library of Things and understand, agree to this Borrowing Agreement.

Meanings

- Thing is also an Item or object
- Hastings' Library of Things is also HLoT

Annual Membership Fee - Minimum Payments

- £5 per person
- £8 for a household (of up to 3 adults at same address) or small community group
- £20 for larger non profit/ business

Fees may be changed. We will give members notice of any changes.

Joining Requirements: To join Hastings Library of Things you must:

- Be aged 18 or above
- Give us your personal details: name, a current postal address, email address and a telephone number we can contact you on
- Show us 2 pieces of identification (ID) :
- HLoT may scan your ID and keep copies in line with Data Protection (GDPR) requirements.
- ID we can accept: We can accept a passport, driving license, letter addressed to you at your home (maybe from your doctors, or the job centre or your phone company), or a payslip or library or bank card as ID. If you are not sure you have anything contact us and we will sort something out.
- Pay an Annual Membership Fee
- Read and agree to the Hastings Library of Things Borrowing Agreement

Borrowing Fees We do not charge borrowing fees although we reserve the right to introduce fees at any stage, after giving reasonable notice. We may charge delivery fees, refundable or non refundable deposits, or for consumables. We may also charge late fees or for non returned items. In general charges will be detailed in the thing description.

Borrowing ID Check We know you are real, but we'd like to see some ID. When you come to collect your thing you will be asked to show some ID. Some examples: A passport, driving license, letter addressed to you at your home (maybe from your doctors, or the job centre or your phone company), or a payslip or library or bank card. We will also ask for proof of address,

Accessories and Consumables Some tools use consumable parts (e.g. sanders use pads), or accessories such as drill bits. Where tools or other things are provided by HLoT with accessories, you must return the tool
with all accessories. You must inform HLoT of any missing or damaged accessories on return. You may need to pay the replacement cost of missing or damaged accessories. We will not usually provide consumables: The item description will state what is provided and
what you need to provide. (For example, you will need sugar for the candy floss machine, glue sticks for the glue gun..) If we do provide consumables we expect you to return the thing with replacement
consumables for the next user.

Sets

Some things come as a set, for example a lego collection or crockery set. We will not check the lego set each time to make sure all the parts are there as it would take hours. You borrow a set at your own risk and should let us know if there are missing bits or if you lost bits. (These things happen, we'd rather know).

Returning the Thing back clean

Please clean the item appropriately and return it in the same condition as when you borrowed it. If the object is returned to HLoT in a state that causes a horrible experience for the next member, we reserve the right to charge a cleaning fee determined by HLoT or to ask you to take the object away to clean it.

Bringing the Thing back on time

So the next Borrower isn't kept waiting and all members have a chance to use the library's resources, you must return all objects borrowed to HLoT during opening hours on the date

and time specified. If you have any problems with this, you must contact HLoT before the closing time on the return date.

Late Fees Returning items after their return date may incur a late fee, decided by HLoT. You will receive notifications reminding you the item is overdue. These fees will mount up on your account and you will be charged when you return the item. If you do not return the item after 2 week of your Return Date, the item will be considered a 'non return' and you could be charged up to the full replacement cost of the item. We will send you an email and issue a bill for the replacement fee. HLoT will use all appropriate means to retrieve significantly late tools or unpaid fines and fees, including appropriate legal action.

Reservations

Availability permitting, you can reserve up to 3 items.

We will make special arrangements for "big borrowing", for example if you want to borrow all of the party gear you will need to contact us by email.

Keeping the Thing Safe

Members are held responsible for keeping the items as safe as possible from theft, loss and out of harm's way. If you have a problem returning the thing, please contact us immediately. If you lose the thing or the thing is stolen from you, we will consider it a 'non return' and may charge you up to the full replacement cost of a new item. Please supply HLoT with a crime reference number if the item is stolen

Safety

- Borrowing of tools will be refused if you appear to be under the influence of any substances, legal or illegal
- Only use your borrowed item for the job it is made for
- You are asked to take appropriate safety precautions outlined in the guides and manuals.
- For your safety, you must wear the right personal protective equipment (PPE) for the thing you are using
- For your safety and to ensure the most e ective way of doing the job, make sure you have full knowledge in how to use your item properly. Familiarise yourself with how to use the

- object, by reading the Hastings' Library of Things how-to guides or user manuals, watching YouTube videos or asking our HLoT librarians for help Visually check the Item before borrowing and before using it, (especially for electrical equipment.) E.G. 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
- Immediately stop use of an item if it becomes unsafe or in a state of disrepair We ask you to tell us about any accidental damage immediately
- We will not charge you for 'reasonable use' wear & tear, so long as this is reported straight away. Where the Thing has been used inappropriately or unreasonable damage has been caused, Hastings' 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) Hastings' Library of Things is not responsible for any manufacturing defects, quality of workmanship or materials inherent in any borrowed Things
- Members are insured to use the item you have borrowed, nobody else is insured to use the thing If you are borrowing as a community group you must give us the name of 1 person who is your lead contact and who will be responsible for the thing For individual or household members, If non members use the thing you have borrowed, that person is not insured for any damage to their person or their property
- Community group users can authorise members of the community group to use the thing but remain responsible for it's safe use If you are hosting an event using an item borrowed from Library of Things, you will need to tell us so we can agree it's use. You may need to confirm you have public liability
- insurance, permission to use the land and or have a written risk assessment in place You cannot borrow the items to do professional work where you are charging a fee to a third party. **Allergens** Some of the things we lend are food contact items like the juicer, cake tins, crockery,
- chocolate fountain.
- These should be cleaned after use and before returning to the library. They could be contaminated with allergens like dairy, egg, celery, wheat flour gluten, and other common
- and uncommon allergens and are borrowed at your own risk. If you have a serious allergy, or are gluten intolerant or coeliac you must make your own assessment as
- to whether you want to borrow for example, the pasta machine.
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Hastings' Library of Things - Our Commitment to You

HLoT and its volunteers are responsible for taking reasonable action to ensure the quality and safety of its items this includes:

- PAT safety testing items that need a PAT test
- Carrying out regular item checks and inspections

Taking reasonable action to enable the Member to learn how to use items in a safe and proper manner, including:

- Making available digital or physical copies of how-to guides for items
- Reminding members to stop using items and to report any damage or repair immediately on noticing anything unusual

Insurance HLoT will provide public liability insurance for hiring items to Members and making

it known
that this insurance ONLY covers Members when they are using items in the safe and correct way for which the Item was intended and for your own personal use.

Insurance cover does not apply if :

- Non members use the item
- Members use items in a professional capacity to carry out work for a third party for a fee
- Members lend or rent items to other people or do work on other people's property
- **Third party liability**
- Hastings Library of Things is not liable for any damage that may be caused to people or property other than the Member and that Member's property
- If Members use items to run public events or activities members will need separate public liability insurance

General Data Protection

HLoT is accountable for storing your contact details securely as reasonably possible, handling your data sensitively and ensuring data is compliant with the General Data Protection Regulation and other data protection laws. You can read our data protection policy on our website. Www.hastingslibraryofthings.co.uk/opendata

Communication

As a Member of Hastings Library of Things, you will receive some communications from us.

Please let us know if you have any particular communicating needs.

Please let us know quickly of any problems you are experiencing with a thing you have borrowed.

Contact details: info@hastingslibraryofthings.co.uk

Leaving before your membership has expired

If you no longer want to be a Member of Hastings Library of Things, email us to tell us. We will try to cancel your membership within 5 working days. We won't cancel your membership if you have “things” to return, or unpaid fees and we are not obliged to return your annual fee if you cancel before the end of the year. If you leave, we will keep hold of your borrowing and membership details for up to a year, but we will stop sending you members information and updates.

About us HLoT is a community project and part of Umbrella Sussex CIC,. HLoT is run by

members, so while we will always try to reply quickly, we can't promise speedy responses all

the time. Full details can be found on our
website www.umbrellasussex.org.uk where you can also contact us with any queries.

Changes

We reserve the right to make changes to the borrowing agreement.

It is your responsibility to make sure that we have your up to date contact details. If you change your address, email address or phone number, please let us know. We will not be responsible for not keeping you informed if you change your contact details and do not tell us.

Hastings’ Library of Things’ Liability Waiver

As a Member you understand that HLoT reserve the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Borrowing Agreement each time you borrow from HLoT

- You agree to only to borrow items for which you can use competently and safely
- You confirm you will waive all claims against Hastings Library of Things and its volunteers for any injury that you may su er in the use of the tools that you borrow
- You confirm you will not hold HLoT and its volunteers responsible for any, loss, claims and demands, actions or causes of action and all liability for the death of or injury to anyone or for any property damage su ered by any person caused by the use of tools you borrow from HLoT
- You understand that HLoT, its partners and volunteers claim no expertise and make no representations concerning the suitability of any tool you may borrow

- You confirm you have read and understood this HLoT agreement and release all and any claims you may have against HLoT and its volunteers and partners
- If you are not respecting the rules of borrowing and our guidance in how to use Hastings' Library of Things and its items in a safe and correct manner, we reserve the right to end your membership at any time. You understand legal action may be taken against you.

I confirm that I have read and understand this borrower's agreement and that if I don't adhere to the rules my borrowing privileges may be withdrawn and in extreme cases legal action may be taken against me. I have also agreed the HLoT terms, relinquishing all claims against Hastings' Library of Things.