

## CHARNWOOD ECO HUB LIBRARY OF THINGS MEMBER TERMS AND CONDITIONS

Charnwood Eco Hub lends items to members from our Library of Things in exchange for a small fee.

These terms and conditions apply to anyone who borrows items from Charnwood Eco Hub Library of Things. They explain what you can expect from us, what we can expect from you, and what to do if something goes wrong while using our Library of Things.

By borrowing an item or items from the Library of Things, you will be deemed to have read and agreed to these terms and conditions. Please read them – particularly the section on "limitation of liability" (in paragraph 5).

- 1. Borrowing terms and conditions
- 1.1 By borrowing an item or items from the Library of Things, you will be deemed to have agreed to:
- (A) these terms and conditions; and
- (B) pay any amount that is charged for borrowing the item or items.
- 1.2 You must be over 18 to borrow an item from the Library of Things. No-one under 18 may use any electrical items, hardware or tools borrowed from the Library of Things.
- 2. Lending service
- 2.1 Charnwood Eco Hub provides a range of items that you may borrow for a small fee through its Library of Things.
- 2.2 You can borrow items by making a booking for the item on the Library of Things portal, 'Lend Engine'.
- 2.3 You need to pay a fee to borrow an item. The amount of the fee varies depending on how long you want to borrow the item for and the item itself. You can find the fee that you need to pay listed next to the item on the Library of Things portal on our website. Some higher value items require a deposit to be paid. The deposit will be refunded on safe return of the item to the Library of Things.
- 2.4 We aim to offer a range of items for borrowing, but we cannot guarantee the availability of any particular item or the variety of items. We can remove any item from the Library of Things for any reason and at any time.

- 2.5 You agree that we can amend or cancel a booking if needed. If this happens, we will notify you of the amendment or cancellation and the reason for it as soon as is reasonably possible. We will also give you a refund of any borrowing fee you have already paid.
- 2.6 We can refuse to lend you any item from the Library of Things or end your borrowing if you cannot or do not agree to and comply with all of these terms and conditions.
- 3. Your responsibilities
- 3.1 You agree to treat our volunteers and staff with respect when visiting Charnwood Eco Hub (at the Towles Mill Building, Clarence Street, Loughborough, Leics. LE11 1UD) and using the Library of Things.
- 3.2 You agree to use any items you borrow from the Library of Things in a safe and responsible manner and in a way consistent with the item's intended purpose. If an item comes with an instruction manual or guide, you agree to follow the manual or guide instructions on use.
- 3.3 When using any item borrowed from the Library of Things, you agree to use it only with any personal protective equipment and/or other safety equipment that may be appropriate.
- 3.4 You agree to report any fault in any item you borrow from the Library of Things to Charnwood Eco Hub as soon as is practicably possible.
- 3.5 You agree to treat any items borrowed from the Library of Things with reasonable care and return them in clean and working condition, as far as this is reasonably practicable.
- 3.6 You agree to return any items borrowed from the Library of Things on or before the end of the agreed borrowing period.
- 3.7 You can ask to extend the borrowing period, but you must do so using the Lend Engine portal before the end of the current hire period. You will need to pay an additional borrowing fee.
- 4. Data protection and privacy
  Charnwood Eco Hub will hold any personal data obtained from you in a manner consistent with its data protection obligations to you. A full description of these obligations and how we follow them is set out in our Data Protection Policy.
- 5. Limitation of liability: please make sure you read this paragraph. Charnwood Eco Hub will not be liable for any loss or damage you may suffer while using the Library of Things or any item you borrow from the Library of Things. This does not include any liability which cannot be excluded (such as liability arising from death, personal injury caused by negligence, or fraud).
- 6. General

Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or any borrowing from the Library of Things is governed by, and will be construed in accordance with, the law of England and Wales.