

BORROWER'S AGREEMENT & TERMS OF USE
& WAIVER & INDEMNITY

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Policy Owner: Managers at SHARE Frome

Version: 3

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[Borrowers Agreement Terms & Conditions](#)

[Borrowers Agreement Definitions](#)

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Terms and Conditions:

1. Members **must be age 18 or over to qualify for membership and borrow items from** SHARE Frome.
2. The charity welcomes recommended donations of a minimum of £1.00 annually for membership of SHARE Frome.
3. Membership requires the following **(a) complete a Membership Application** (either online or by giving details to SHARE Frome staff); **(b) confirm agreement** with the aims and objectives of the Charity, which includes this Borrower's Agreement & Items Use Policy and the Borrowers' Liability Waiver and Indemnification Form below; and **(c) have their residence confirmed** by SHARE Frome staff. Completing a Membership Application includes the completion of the Membership sign up form and verification of the Member's identity and proof of address.
4. SHARE Frome staff and volunteers are available to assist in explaining operation of Items. However, **by taking possession of any Item, the Member is certifying that he or she is capable of using that Item in a safe and proper manner.**
5. Only the Member borrowing the Item is authorised to use them. The Member shall not permit the use of Items checked out to him or her by any other person unless by the express permission of SHARE Frome.
6. If you borrow an Item and with our agreement pass it on to another Member before it is returned to us and booked in, you remain liable to us for the return and condition of the object until it is returned to us. If you collect Item from another Borrower with our agreement, that will also be on the terms laid out in this document.
7. All Items borrowed are to be returned to SHARE Frome on the specified Return Date. If Items are not returned on time the member agrees that SHARE Frome can take the following:
 - a. the daily cost for every extra day you have the item as we are unable to lend the item to anybody else whilst you still have it
 - b. an admin fee of £2.50 if you do not contact us to notify us that your item is going to be returned late on or before the return date
 - c. A late fee of £10 if any of the items you failed to return were due to be borrowed by another person for the inconvenience caused to SHARE and the other borrower
8. Members may extend the loan of Items if (a) the Member processes the loan renewal online or contacts SHARE Frome during our open hours on or by the day of the Return Date, and (b) no other Member has reserved the Item. SHARE Frome reserves the right to refuse or limit renewals.
9. The Member agrees that SHARE Frome is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed Item. Each time you

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take Item out you **must check it visually before you take it**, and make other checks for any faults that you may be able to identify before using it. The Member agrees that if any borrowed Item becomes unsafe or in a state of disrepair, he or she **must immediately discontinue use of the Item and notify SHARE Frome**.

10. If you are borrowing electrical Items you **must check the visible wires and plug for any damage before use**. If you are using the Item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp or other electrical wiring, you **must use a circuit breaker**.
11. All Items **must be returned in the same (or better) condition** as they were issued, barring normal wear and tear.
 - a. All Items **must be returned clean**.
 - b. The Member **agrees to pay for the loss of or damage to any Item** and further agrees to accept SHARE Frome's assessment of condition of the Item in question and to further agree to SHARE Frome's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of Item in part or in total.
 - c. SHARE Frome reserves the right to refuse the loan of any Item at its discretion.
 - d. SHARE Frome reserves the right to withhold funds from the members card should the Item be deemed to have been lost or damaged while in the member's possession.
12. If for any reason the Item you borrow turns out to be faulty and unusable we will issue you the borrowing fee back as credit on your account. We are unable to issue cash refunds.
13. SHARE Frome will only be liable to you for loss or damage caused by our negligence in failing to tell you about a known fault. We will not be liable for faults of which we are not aware of. Other than this SHARE Frome exclude all liability for death or personal injury caused by our negligence or breach of Contract.
14. The Member agrees to having their bank card securely stored via encryption on our Stripe system in order to process transactions and act as security deposit. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry.
15. If SHARE Frome is not the owner of the Item and only facilitates contact between you and the Owner, SHARE Frome accepts no liability for the condition of any Item or any loss or damage resulting from your use of it.
16. I affirm that the information that I have provided on the Membership Application is current, true, and correct. I understand that this information may be subject to verification.
17. I further state that **I have read and fully understand the rules and regulations of SHARE Frome**, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. I have

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read and agree to the Waiver and Indemnification form, relinquishing any and all claims against SHARE Frome.

Definition and Interpretations:

The following definitions and rules of interpretation apply in the above 'Borrower's Agreement & Item Use Policy' and the 'Borrowers Liability Waiver & Indemnification' form.

- 'Contract' - These terms, which form the contract between you, the 'Member' and us, 'SHARE Frome' for the loan of Item.
- 'Member' - A borrower of Item from SHARE Frome. Includes a natural person, corporate or unincorporated body.
- 'Item' - The items listed in the SHARE Frome online catalogue, all substitutions, replacements or renewals of such Item and all related accessories, manuals and instructions provided for it.
- 'SHARE Frome' - The Library of Things, is a community enterprise and charitable incorporated organisation sponsored by Frome Town Council.
- 'we', 'us', 'our' - Refers to SHARE Frome
- 'Membership Application' - Submission of our online sign-up form which includes full name, address, phone number and email address of the Member.
- 'Liability Waiver and Indemnification Form' - Statements the Member declares to agree to upon each borrow.
- 'Borrow' - The loan of Item by the Member from SHARE Frome for an agreed period of time.
- 'Return Date' - The date stated on the Member's transaction receipt email that the Item must be returned by.
- 'Owner' - A person other than SHARE Frome who owns an item in our catalogue.

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Borrowers Liability Waiver

The items in our collection are for the use of SHARE members. Out of respect for future users please take care of the items you borrow and report any damage to SHARE immediately.

Though borrowers are responsible for damage that they have caused, we promise not to be angry. If you feel compelled to return them in better condition than when you borrowed them, that would be highly appreciated.

Your Statements (READ THESE CAREFULLY EVERY TIME YOU BORROW)

- I am capable and experienced in using the item(s) I am borrowing and I will use the items I am borrowing in a proper manner.
- I am aware that SHARE, its partners, directors, officers, members, volunteers and employees claim no expertise and make no representation concerning the fitness of any item for any particular use.
- I, do hereby for myself, on behalf of my successors and assigns, waive any and all claims against SHARE, its employees, trustees and volunteers for any injury or injuries of any nature that I may suffer or incur in the use of the item that I am borrowing from SHARE, except those caused by a defect known to SHARE and not made known to me.
- I agree to release and indemnify and hold harmless SHARE, its employees, trustees and volunteers from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of items I am borrowing from SHARE.
- I have read and fully understand the rules and regulations of SHARE and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me.

Borrowers Name:

Borrowers Signature: