



1. Members must be age 18 or over to borrow and use items from BDB Borrow Don't Buy on behalf of an Organisation.
2. **Only Organisational Members of BDB are eligible to borrow items and nominate representatives for such organisation. Prior to borrowing items, the Organisational Member must (a) create an account on our myturn Platform; (b) complete an Organisational Membership Application Form on our website; (b) sign all agreements related to the Organisational Membership (the Liability Waiver and Indemnification Form and Terms & Conditions); (c) have their membership reviewed, approved and activated by BDB and (d) pay the Organisational Membership Fee alongside their first loan.**
3. Organisational members pay annual membership fee based on their annual budget as established on our website.
4. Items have a fee for borrowing. These fees will be listed on BDB's website and our lending platform. The Organisational Member will receive a monthly invoice on BDB's last opening day of the month with the total amount to be paid on fees from borrowed items. Invoices must be paid within fifteen (15) days from issued or risk getting their membership suspended until the overdue invoice is cancelled. Borrowing fees pay for tool maintenance, replacement parts, new tools and upkeep of BDB's facilities.
5. BDB staff are available to assist in explaining operation of items, and can provide any available manuals upon request. However, by taking possession of any item, the Organisational Member's authorised representative is certifying that he or she is capable of using that item in a safe and proper manner.
6. Only the authorized representatives of the organisation are allowed to use BDB's items, unless by the express permission of BDB.
7. Items may only be reserved ahead up to three (3) weeks prior to the collection date. Reservations should be made online or in writing and can either be emailed or at BDB in-person.
8. All items will be lent for a period of one (1) week and are to be returned to BDB on or before their Return Date deadline. Items may only be returned during BDB opening hours. Late fines (£5 per item per day) will be levied for each item kept past the loan period. All fines and fees must be paid in full before Members can borrow additional items.
9. All items are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. All items must be returned clean. A £5 cleaning fee will be levied if items are returned dirty. The Organisational Member agrees to pay for the loss of or damage to any item and while normal wear and tear is to be expected, it does not necessarily exempt BDB members from accruing repair fees. The Organisational Member further agrees to accept BDB staff's assessment of the condition of returned items and staff's assessment of fair restitution for damage, delinquency and/or loss of items in part or in total. This restitution amount could equal replacement cost of the item plus handling and processing fees items.

10. Organisational Members may renew each item for a second period if (a) the Organisational Member contacts BDB by noon on the day that the Return Date, and (b) no other Member has reserved the item. In an effort to maximize availability of items BDB reserves the right to refuse or limit renewals.
11. The Organisational Member agrees that BDB is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items. Each time you take an 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 Organisational 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 BDB on return. BDB 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 BDB exclude all liability for death or personal injury caused by our negligence or breach of contract.
12. If you are borrowing electrical equipment 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.
13. If you borrow an item and with our agreement pass it on to another Borrower 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 an item from another Borrower with our agreement that will also be on the terms of this Agreement.
14. Organisational Members may reserve items online or by contacting BDB. 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 next day that BDB is open, then the item will be put back in circulation.
15. Organisational Members understand and accept that in an effort to maximize availability of items to all Members, BDB may send emails as a reminder when borrowed tools' return dates are approaching. When items are not returned by the designated due date, BDB will issue an overdue notice by phone call, email, or letter. If the items are not returned after the notice has been sent, appropriate steps will be taken to retrieve them, including the use of a collection agency and/or legal action. Fines must be paid in full before borrowing additional items.
16. BDB reserves the right to limit the amount of items borrowed, refuse the loan of any item or request for membership at the staff'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 from Borrow Don't Buy.
17. 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.
18. I further state that I have read and fully understand the rules and regulations of BDB, 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 read and signed a Waiver and Indemnification form, relinquishing any and all claims against BDB. Please check the box and add your signature to the space provided on the Membership Form, acknowledging that you have read and agree to BDB's Item Use Policy.