



1. Members must be **age 18 or over** to borrow items from Borrow Don't Buy. Borrow Don't Buy will be referred to as "BDB" for the purpose of this Agreement.
2. Only Members of BDB are eligible to borrow items. Prior to borrowing items, all Members must (a) complete a Membership Application Form; (b) sign the Liability Waiver and Indemnification Form; and (c) have their residence confirmed by a BDB volunteer or member of the staff (d) Pay the Membership Fee, if there's any. For BDB Active Volunteers the Membership Fee is waived.
3. Items have a fee for borrowing. These fees will be listed on BDB's website and our lending platform. The borrowing fees must be paid prior to borrowing tools from BDB. Borrowing fees pay for tool maintenance, replacement parts, new tools, and upkeep of BDB's facilities.
4. BDB staff are available to assist in explaining the operation of items and can provide any available manuals upon request. However, by taking possession of any item, **the Member warrants and represents to BDB that he or she (a) has no mental or physical incapacity that would affect his or her ability to use the item safely, (b) is experienced in using the item and (c) is capable of using the item in a safe and proper manner.**
5. Only the Member is authorized to use BDB's items. 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 BDB.
6. Items may only be reserved ahead up to three (3) weeks prior to the collection date. Reservations should be made online.
7. 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 (£2 per item per day - whether BDB is opened or not) 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. We reserve the right to change late fees under extreme circumstances.
8. 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 assessed if items are returned dirty.** The Member agrees to pay for the loss of or damage to any item and while normal wear and tear are to be expected, it does not necessarily exempt BDB members from accruing repair fees. The 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 the replacement cost of the item plus handling and processing fee.
9. Members may renew each item for a second period if (a) the 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 the availability of items BDB reserves the right to refuse or limit renewals.
10. The Member agrees that BDB is not responsible for any manufacturing defects in the 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 Member agrees that if any borrowed item becomes unsafe or in a state of disrepair, he or she must immediately discontinue the 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 excludes

all liability for death or personal injury caused by our negligence or breach of contract.

11. **When borrowing electrical equipment, the Member must check the visible wires and plug for any damage before use. If the Member is using the item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp or another electrical wiring, a circuit breaker must be used. The Member must take ALL necessary precautions when using the borrowed item. Personal Protective Equipment should be worn where appropriate, including but not limited to, eye protection, ear protection, gloves, appropriate footwear, etc.**
12. If one Member borrows an item and with BDB's agreement pass it on to another Borrower before it is returned to BDB and booked in, the first Member remains liable to BDB for the return and condition of the object until it is returned to BDB. If a Member collects an item from another Borrower with BDB's agreement, that loan will also be on the terms of this Agreement.
13. 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.
14. Borrower understands and accepts that in an effort to maximize the 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.
15. BDB reserves the right to limit the number 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.
16. The signing Member affirms that the information provided on the Membership Application is current, true, and correct. He or she understands that this information may be subject to verification. He or she also understands that their email will be added to BDB's mailing list and that they can unsubscribe from such newsletter whenever they want.
17. The signing Member further states that he or she has read and fully understands the rules and regulations of BDB, and he or she understands that failure to comply with any of these rules may result in revocation of their borrowing privileges and/or legal action against them. The signing Member has 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.