



# **Ilminster Share and Repair Borrower's Agreement**

## **(Terms and Conditions)**

Ilminster Share & Repair lends items from its Library of Things in exchange for a small fee. Some items also require a refundable security deposit to be paid and these are clearly indicated on our website.

These terms and conditions apply to anyone who borrows items from Ilminster Share and Repair. 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 service.

***By borrowing an item or items from the Ilminster Share and Repair, 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 Ilminster Share and Repair, 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(s)

1.2 Hirer's must be over 18 to borrow certain items from Ilminster Share and Repair and such items are clearly marked on our website. No-one under 18 may use any electrical items, hardware or power tools borrowed from Ilminster Share and Repair.

### **2. Lending service**

2.1 Ilminster Share & Repair 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 our website at [www.ilminster-share-and-repair.org.uk/share](http://www.ilminster-share-and-repair.org.uk/share)

2.3 You need to pay a fee to borrow an item from our service and this is taken on collection of the item. The amount of the fee varies depending on how long you want to borrow the item for but is based on a minimum 7-day hire. You can find the fee that you need to pay listed next to the item on our website. Some higher value items also require



an additional deposit to be paid, which is fully refundable, subject to the item being returned in a satisfactory condition.

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 Ilminster Share and Repair 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 Ilminster Share and Repair 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 with respect when visiting the Ilminster Share and Repair shop (at 18 Silver Street, Ilminster, TA19 0DJ) and using Ilminster Share and Repair services.

3.2 You agree to use any items you borrow from Ilminster Share and Repair 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's instructions on use.

3.3 You understand that items borrowed are for use by you, as the hirer, or members of your household, and should not be passed on to others during the period of hire.

3.4 When using any item borrowed from Ilminster Share and Repair, you agree to use it only with any personal protective equipment and/or other safety equipment that may be appropriate.

3.5 You agree to report any fault in any item you borrow from Ilminster Share and Repair to Share & Repair as soon as is practicably possible.

3.6 You agree to treat any items borrowed from Ilminster Share and Repair with reasonable care and return them in clean and working condition, as far as this is reasonably practicable.



3.7 You understand that misuse, intentional damage, or failure to return an item as agreed, will result in any deposit being deducted or retained by Ilminster Share and Repair.

3.8 You agree to return any items borrowed from Ilminster Share and Repair on or before the end of the agreed borrowing period.

3.9 You can ask to extend the borrowing period, but you must let us know by amending your online reservation, or emailing/phoning the shop, to confirm that an extension can be granted before the end of the agreed borrowing period. You will need to pay an additional borrowing fee in this case.

4.0 You can ask to reduce the borrowing period prior to collection and payment but, any items returned early, having been collected and paid for, will not attract a refund.

#### **4. Data protection and privacy**

Green Ilminster 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 [Privacy Policy](#).

For the purposes of administering this service Ilminster Share and Repair volunteers will require sight of photo ID and proof of address when collecting your first item. Confirmation of identity will be noted on your customer record, but we will not retain copies of any documentation shared with us.

#### **5. Limitation of liability: please make sure you read this paragraph.**

Green Ilminster will not be liable for any loss or damage you may suffer while using Ilminster Share and Repair services or any item you borrow from Ilminster Share and Repair. 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 Ilminster Share and Repair is governed by, and will be construed in accordance with, the law of England and Wales.