



ShareShed
A LIBRARY OF THINGS

Borrower's Terms and Conditions Policy

1. Members must be age 18 or over to borrow items from Share Shed Totnes.
2. Prior to borrowing items, all Members must (a) complete a Membership Application; (b) sign the Waiver and Indemnification Form; and (c) have their residence confirmed by a Share Shed volunteer or member of the staff. Completing a Membership Application includes the completion of the Membership Application form and verification of the Member's identity.
3. 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 and will use relevant safety equipment.
4. Only the Member is authorized to use the Share Shed 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 Share Shed staff.
5. Members will be charged a nominal cost for borrowing an item.
6. Please try and return items borrowed to the Share Shed by 11am or earlier ideally on the return date to enable others to borrow on that day.
7. Members may renew each item if (a) the Member contacts the Share Shed by 11am on the day of the Return Date, and (b) no other Member has reserved the item. The Share Shed staff reserve the right to refuse or limit renewals.
8. **The Share Shed 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. The Share Shed will only be responsible for damage in respect of breach of contract it at all in the same circumstances and to the same extent as set out in this clause 8. Because we are not a business, the risk to you is greater than if you were paying to hire something or buy it.
9. The Member agrees that the Share Shed 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 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 the Share Shed.
10. 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.
11. 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. The Member agrees to pay for the loss of or damage to any item and further agrees to accept the Share Shed's assessment of condition of items and to further agree to the Share Shed's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. The Share Shed reserves the right to refuse the loan of any item at its discretion.
12. 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 these terms and conditions.

Please check the box and add your signature to the space provided on the Membership Application Form, acknowledging that you have read and agree to the Share Shed's [Borrower's Terms and Conditions Policy](#).



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Borrowers Agreement and Liability Waiver

The items in our collection are for the use of Share Shed members. Out of respect for future users, please take care of the items you borrow and report any damage to the Share Shed 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 THIS CAREFULLY EVERY TIME YOU BORROW ANYTHING

I am capable and experienced in using the items I am borrowing and I will use the items I am borrowing in a proper and safe manner with relevant safety equipment. I am aware that the Share Shed, its partners, directors, officers, members, 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 the Share Shed, its officers, agents, employees 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 the Share Shed **except those caused by a defect known to the Share Shed and not made known to me.**

I agree to release and indemnify and hold harmless the Share Shed, its officers, agents, employees 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 the Share Shed.

I have read and fully understand the Borrower's Terms and Conditions Policy of the Share Shed 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 affirm that the information that I have provided on the Membership Application Form is current, true, and correct. I understand that this information may be subject to verification.

Please check the box and add your signature to the space provided on the Membership Application Form, acknowledging that you have read and agree to the Share Shed's Borrowers Agreement and Liability Waiver.