

Part 1 Membership Eligibility

1.1 Membership generally

- (1) Members must be aged 18 or over to borrow items from **The Sydney Library of Things Incorporated (TSLOT)**.
- (2) Prior to borrowing items, a Member must:
 - (a) complete and submit a membership application online through the **TSLOT** website (www.thesydneylibraryofthings.org.au);
 - (b) pay the membership fee as set out on the **TSLOT** website;
 - (c) agree to these Borrowing Terms and Conditions;
 - (d) sign and submit the **TSLOT** Liability Waiver Form. Members may not borrow any items until they have signed a **TSLOT** Liability Waiver Form;
 - (e) have their identity and residence confirmed by the **TSLOT**. Verification is accomplished by the presentation of a current drivers licence / Government issue 18+ ID card, together with a utility bill / bank statement issued within the previous 3 months, both displaying the same address, plus (if applicable) any necessary concession documents.
- (3) The Member agrees to read and fully understand the rules, these Borrowing terms and conditions and policies as displayed on the **TSLOT** website (including the Liability Waiver Form) before joining and borrowing items. The Member understands that failure to comply with any of these rules and policies may result in revocation of membership without refund and/or legal action against the Member.
- (4) Members are only entitled to borrow items from **TSLOT** while they maintain a fully paid-up membership. Once a Member's subscription term has expired, they will be required to renew their membership via the steps listed above before resuming borrowing.
- (5) Where a Member is utilising a membership of a NFP Organisation/Charity, they must demonstrate that they are a listed authorised representative of that organisation.

2.1 Borrowing and Return of Items

- (1) Members may borrow up to five items at one time. Items may be reserved in advance via the online catalogue. A defined set of multiple items identified with a single inventory number is considered to be one item.
- (2) Borrowing term is for a maximum period of 7 days. For items borrowed on a Saturday, they must be returned no later than 10.30 am on the following Saturday.
- (3) Items may only be collected and returned during the **TSLOT** stipulated opening hours as set on the **TSLOT** website.

- (4) Renewals may be possible, but the Member must be prepared to return the items by the return time set out above.
- (5) Items for return must not be left unattended outside the **TSLOT** premises or elsewhere.
- (6) Members borrowing multiple items may be requested to defer borrowing of certain items based on demand.
- (7) **TSLOT** cannot guarantee that all reserved items will be available for collection. **TSLOT** will endeavour to contact you as soon as practicable if your reserved item(s) is unavailable.
- (8) **TSLOT** reserves the right to refuse the loan of any item at its discretion.
- (9) A limited number of inventory items may attract an additional borrowing fee due to insurance premiums or high replacement value and are listed as such on the **TSLOT** website. Additional borrowing fees are payable at the time of collection and are non-refundable.
- (10) The Member agrees to return items on time and be responsible for any fines or late fees. The Member understands that failure to do this may result in the cancellation of membership without refund, or suspension of borrowing until overdue fees are paid.
- (11) Members will be charged the following late fees for each item kept past the return date. The fee is \$1.00 per day for hand tools/items/equipment and \$3.00 per day for power tools. Fines must be paid in full before borrowing any additional items. Note: Items can only be returned during stipulated opening hours and late fees accumulate daily regardless.
- (12) **TSLOT** reserves the right to use appropriate steps to retrieve delinquent items or unpaid fines and fees, including the use of a collection agency and/or legal action, and require the delinquent Member to pay the costs of any such action. **TSLOT** also reserves the right to forgive fees due to special extenuating circumstances.
- (13) **TSLOT** may replace severely delinquent items (over 30 days), including lost or stolen items, holding the Member responsible for the full replacement cost of the item.
- (14) 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 and dry.
- (15) Immediately upon request, a Member must pay:
 - (a) the replacement cost for an item not returned to **TSLOT** for any reason,
 - (b) all costs incurred in cleaning any item which is returned in an unclean state;
 - (c) the full cost of repairing and damage to an item;
 - (d) any fines payable pursuant to these borrowing terms and conditions; and
 - (e) all costs associated with recovering possession of any item (including legal costs);
- (16) The Member acknowledges that they are responsible in the event of any loss or theft of an item.
- (17) Without limiting **TSLOT** ability to recover all amounts owing to it, the Member authorises **TSLOT** to charge any amounts owing by the Member to any credit card or account details of which are provided to **TSLOT**.

- (18) Failure to comply with the requirements as set out above can trigger a cancellation of membership with no refund of remaining fees.

3.1 Use of Items

- (1) Only the individual Member borrowing the item is authorized to use the **TSLOT** items. The Member shall not permit the use of items checked out by any other person unless that person lives at the same residential address and is informed about the use of the item in a safe and proper manner before use. **TSLOT** reserves the right to cancel a membership without refund or refuse borrowing for a Member who is allowing their borrowed items to be used by other individuals or groups.
- (2) The Member retains responsibility for the item at all times including the correct and safe usage of the item and for any breakage, loss, or damage. By taking possession of any item, the Member is certifying that they are capable of using that item in a safe and proper manner.
- (3) The Member warrants that the items are only to be used for private, household activities, and not for making works or products, or providing services that will be available for sale to other parties.
- (4) Members agree to satisfy themselves prior to using the item that they are suitable for the Member's intended purpose and to conduct a thorough hazard and risk assessment before using the item.
- (5) The Member must agree to use the item including any associated or attached tools, accessories and parts available for hire/purchase in a proper manner and in a way in which the items were designed to be used and in accordance with any manufacturer's instructions or information on the **TSLOT** website.
- (6) The Member agrees that if any borrowed item becomes unsafe or in a state of disrepair, they will immediately discontinue use of the item and notify **TSLOT** of the issue on return, if not earlier.
- (7) Members must not attempt to repair or tamper with any **TSLOT** item without prior written approval from **TSLOT**.
- (8) The Member agrees that **TSLOT** is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items.
- (9) Members borrowing electrical equipment, must first safety check the item and any visible wires and plug for any damage before use. Electrical items have a dual insulating cover to the wiring and if any coloured wires are visible either through, or at the ends of the outer insulation do not use the item and notify **TSLOT** on return of the item or before.
- (10) The Member agrees to operate any power tool with an adequate power source.

- (10) If Members are using the item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp, or other electrical wiring, Members are recommended to use an RCD and operate the tools with an adequate power source.

4.1 Transport

- (1) Wherever a Member is moving items, they must ensure the safe loading, securing, and transporting of all items in accordance with all laws and manufacturer's guidelines. Members must observe any safety directions advised by **TSLOT** and/or the manufacturer of the item to ensure its safe loading and handling.

5.1 Privacy and Acknowledgement of Data Collection

- (1) **TSLOT** commits to taking as much care as is reasonably possible in protecting Members' personal information online.
- (2) **TSLOT** uses MyTurn to power its online catalogue. Google Drive by Google to store files and information. **TSLOT** uses Stripe to collect online payments. The privacy and/or data security policies of these providers are linked below*.
- (3) The Member understands that by applying for membership online and using the **TSLOT** web-based catalogue and payment gateway providers, they are submitting personal data at their own risk and that **TSLOT** is not liable for any breaches of Member's privacy or abuse of Member's personal information by any other party.

* 3rd-party privacy and/or data security policies

The privacy policy of MyTurn is available at <https://myturn.com/privacy/>

The information security practices of Google are available at

<http://www.google.com/policies/privacy/#infosecurity>

The privacy policy of Stripe is available at <https://stripe.com/us/privacy/>

6.1 Updates To This Document

- (1) **TSLOT** will notify current members by email of any changes to the Borrowing Terms and Conditions. It is up to the Member to check the TSLOT website prior to borrowing any items to check for any changes to these terms and conditions. However TSLOT agrees that changes to these Borrowing Terms and Conditions will not apply with respect to a loan period commenced prior to the date and change took place.

Current as of 14 June 2021