

## Membership Agreement

### Green Meadows Toolshare

**Green Meadows** are a local Lottery funded programme, led by **Nottingham Energy Partnership** in partnership with **MOZES**.

We work with the Meadows Community to tackle Climate Change together. By offering access to tools through the **Toolshare**, we hope to reduce the need for tools to be purchased and stored for one-off DIY jobs. We also offer DIY courses to upskill the community and to empower people to tackle DIY jobs themselves, whether it is fixing draughts or insulating their home. The Toolshare facilitates this by finding affordable and sustainable ways for people to undertake home improvements.

### Borrower's Agreement & Equipment Use Policy

1. Members must be age 18 or over to borrow Equipment from Green Meadows Toolshare. Green Meadows will be referred to as "GM" for the purpose of this Agreement.

2. Prior to borrowing Equipment, all Members must **(a)** complete a Membership Application (either online or by giving details to GM staff); **(b)** bring proof of photo identification to be scanned and kept on file (either one choice from Option A: driving license, provisional driving license, passport, or one choice from Option B: bus pass, student card, AS WELL AS two proof of addresses); **(c)** confirm agreement with this Borrower's Agreement & Equipment Use Policy and the Borrowers' Liability Waiver and Indemnification Form below; and **(d)** have their residence confirmed by GM staff.

Completing a Membership Application includes the completion of the Membership sign up form and verification of the Member's identity and proof of address.

3. GM staff are available to assist in explaining the operation of Equipment. However, by taking possession of any Equipment, the Member is certifying that they are capable of using that Equipment in a safe and proper manner.

4. Only the Member borrowing the Equipment is authorised to use them. The Member shall not permit the use of Equipment checked out to them by any other person unless by the express permission of GM.

5. All Equipment borrowed is to be returned to the Toolshare on the specified Return Date, located at the **NEP Climate Hub, 32 Turney Street, Nottingham, NG2 2LG**.

If equipment is not returned on time a Late Fee equating to £1 for hand tools and £10 for electric items will be charged for each day we are open beyond the due date. The Member agrees that GM may take Late Fees from their card each week that Equipment is overdue.

6. Members may extend the loan of Equipment if **(a)** the Member processes the loan renewal online or contacts GM Toolshare during our opening hours on or by the day of the Return Date, and **(b)** no other Member has reserved the Equipment.

GM reserves the right to refuse or limit renewals. GM Toolshare 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 GM exclude all liability for death or personal injury caused by our negligence or breach of Contract.

7. The Member agrees that GM is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed Equipment. Each time you take Equipment 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 Equipment becomes unsafe or in a state of disrepair, they must immediately discontinue use of the Equipment and notify GM.

8. If you are borrowing electrical equipment you must check the visible wires and plug for any damage before use. If you are using the Equipment 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.

9. All Equipment must be returned in the same (or better) condition as they were issued, barring normal wear and tear. All Equipment must be returned clean. The Member agrees to pay for the loss of or damage to any Equipment and further agrees to accept GM's assessment of condition of Equipment and to further agree to GM's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of Equipment in part or in total. GM reserves the right to refuse the loan of any Equipment at its discretion. GM reserves the right to withhold funds from the members card should the Equipment be deemed to have been lost or damaged while in the member's possession.

10. If for any reason the Equipment you borrow turns out to be faulty and unusable, we will issue you the borrowing fee back as credit on your account. We are unable to issue cash refunds.

11. The Member agrees to having their bank card securely stored via encryption on our Stripe system in order to process transactions and act as security deposit. Stripe has been audited by a PCI certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry.

12. If GM is not the owner of the Equipment and only facilitates contact between you and the Owner, GM accepts no liability for the condition of any Equipment or any loss or damage resulting from your use of it.

13. If you borrow Equipment and with our agreement pass it on to another Member 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 Equipment from another Borrower with our agreement, that will also be on the terms laid out in this document.

14. 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.

15. I further state that I have read and fully understand the rules and regulations of GM Toolshare, 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 agree to the Waiver and Indemnification form, relinquishing any and all claims against GM.

Sign here: \_\_\_\_\_

Print first name and surname: \_\_\_\_\_

### **Definitions and interpretations:**

The following definitions and rules of interpretation apply in the above 'Borrower's Agreement & Equipment Use Policy' and the below 'Borrowers Liability Waiver & Indemnification' form.

- 'Toolshare' – Green Meadows' library of tools to rent.
- 'Borrow' – The loan of Equipment by the Member from GM Toolshare for an agreed period of time.
- 'Contract' – These terms, which form the contract between you, the 'Member' and us, 'Green Meadows' for the loan of Equipment.
- 'Equipment' – The items listed in the Toolshare online catalogue, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
- 'Green Meadows'/'GM' – Green Meadows are a local Lottery funded programme, led by Nottingham Energy Partnership.
- 'Late Fee' – A fiscal amount to be charged to the Member by GM for return of Equipment later than the agreed Return Date.
- 'Liability Waiver and Indemnification Form' – Statements the Member declares to agree to upon each borrow.

- 'Member' – A borrower of equipment from Green Meadows Toolshare. Includes a natural person, corporate or unincorporated body.
- 'Membership Application' – Submission of our online sign-up form which includes full name, address, phone number and email address of the Member.
- 'Nottingham Energy Partnership' – A Queen's Award winning climate change charity and registered Home Improvement Agency delivering projects that tackle fuel poverty, increase household energy efficiency and reduce carbon emissions across Nottingham and Nottinghamshire.
- 'Return Date' – The date stated on the Member's transaction receipt email that the Equipment must be returned by.
- 'we', 'us', 'our' – Refers to Green Meadows.

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## **Borrowers' Liability Waiver & Indemnification Form**

### **Our Statement**

The Equipment in our collection is for the use of Toolshare Members. Out of respect for future users, please take care of the Equipment you borrow and report any damage to GM 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 AS YOU AGREE TO IT EVERY TIME YOU BORROW)**

I am capable and experienced in using the Equipment I am borrowing and I will use the Equipment I am borrowing in a proper manner. I am aware that Green Meadows Toolshare, its partners, directors, officers, members, volunteers and employees claim no expertise and make no representation concerning the fitness of any Equipment for any particular use.

I, do hereby for myself, on behalf of my successors and assigns, waive any and all claims against

Green Meadows, 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 Equipment that I am borrowing from the Toolshare except those caused by a defect known to Green Meadows and not made known to me.

I agree to release and indemnify and hold harmless Green Meadows, 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 Equipment I am borrowing from Green Meadows Toolshare.

I have read and fully understand the rules and regulations of the Toolshare 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.

Sign here: \_\_\_\_\_

Print first name and surname: \_\_\_\_\_