



Letchworth Garden Shed CIC

Terms and Conditions

July 2023

Welcome to the Letchworth Garden Shed's Library of Things!

Please read through these terms carefully, because they apply when you become a member of Letchworth Garden Shed CIC¹ and each time you use our services. They are important so that you know what you're signing up for, and so that we all know what to expect from each other.

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¹ To be official, we're saying Letchworth Garden Shed CIC here, but we'll also use 'The LGS' and 'we' - they're all the same thing.

1. How to join - online or in person

- **Members have to be over 18 years old**, and everyone needs to **bring proof of ID**. If you're registering online, bring in your ID the first time you borrow an item. If you're joining in person, have it ready for when you come in.
- **Fill in the membership application form here** [\[INSERT LINK\]](#) online, or you can come in and we can help you fill it out at the Shed.
 - **Read the Ts and Cs** There are a lot of details involved, so make yourself some tea, read through all our terms and conditions (sections 2, 3, and 4), as well as the legal bits (sections 5 and 6), and confirm you accept each of these by ticking the boxes on the form.
- **Provide proof of address** Something like your driver's licence, a letter from the bank, the council, or electricity supplier. Please bring this with you, along with your proof of ID, if you join in person. If you're joining online, bring them in the first time you borrow an item.
- Pay the **£10 membership fee** or if you have a voucher for a membership, you can use that instead. You can pay online or in person.

2. How it works - the details

- **Only members can borrow items from LGS.** Most of our items are donated by people, groups or businesses in our community, or bought pre-loved.
- **There's a small charge for borrowing.** This helps us do stuff like maintain all the items, run the store and keep the lights on. The charge for each item will be on the catalogue on our website. You can pay online when you book the item, or when you come in to pick it up - either is fine, as long as the charge is paid before you take the item away.
- **The borrowing period is one week.** If you pick something up on Wednesday, it's due back on the following Wednesday. You can return it earlier if that works best for you.
- **You can only pick up or drop off items**



when we're open.

There's no way to leave items safely outside when we're closed. **We also do not offer delivery or pick up services for now.**

- **You can renew the item for a second week, as long as no** one else has reserved it.

- **If something is returned late**, this means someone else may not be able to borrow it, so we'll charge a **£1 late fee per day**. This isn't a way to make money, it's a way for us to help our members remember to bring the things back on time! Late fees need to be fully paid before you can borrow again.
- **You can reserve items up to 3 months in advance** (longer if you're a group that needs it for an event). You can do this online, email us, or come in and we'll put it in the system for you.

3. What you agree to do (or not do)

We are a social enterprise, run by volunteers who really want our community to have a great library of things. We operate on shared values of communication, honesty, and trust. A lot of this might feel obvious, but as a member you agree to:

- **Be the person who is ultimately responsible for the items.** This means looking after what you have borrowed, and making sure the item is used for what it's meant for in line with any safety advice. This is so important that we've also included it in **note 1** of the legal bits down below.
- **Use the item safely.** We check the condition of each item before it gets loaned out, but you should:
 - **Look over the item for any defects or faults** when you pick it up, and if you encounter any problems while using it, immediately stop using it.
 - **Ensure you don't have any problems that would stop you using the item correctly and safely** (e.g. using a ladder while you have a broken ankle). This is so important, it's also in the legal bits, **note 2**.
 - **Look at the manufacturer's advice** provided on our catalogue, and listen to any instructions provided by the LGS volunteer when you pick up the item. If it's recommended by the manufacturer, wear the right personal protective equipment (PPE), like goggles, gloves, ear-defenders, and so on - you may be able to borrow most of these things from us. Your safety is really important, so this is also included in the legal bits, **note 1**.

- **Let us know if something goes wrong.** We want you to have a good time with the item. If you get it home and it doesn't work or it becomes unsafe, stop using it, get in touch and we'll try to figure something out. If it breaks, let us know - we understand that accidents happen. **Note 4 and Note 5** of the legal bits are there to protect us from anyone who simply doesn't return items or brings them back ruined or really damaged, but generally, libraries of things like ours run on trust and communication.

- **Bring it back on time.** This means within the opening hours on the day it's due, but you already knew that.

- **Give it a clean before you bring it back.** If you borrowed it from your friend's dad, or your neighbour, you'd give it a quick clean, right? Same thing here - it's the neighbourly thing to do.

- **Keep your contact details up-to-date.** This makes sure we can reach out if something you've borrowed is overdue, if something you want to borrow is unavailable, or to let you know about LGS news.. Your personal details will be maintained in accordance with our privacy policy available [here](#) on our website.

- **Do not take any items out of the United Kingdom** unless it's specifically permitted under the item description in the catalogue.

- **Be nice to staff.** Everyone deserves respect, and everyone involved in running the LGS is doing it because they want our community to have a really great library of things.

Fingers crossed that nothing goes wrong, but sometimes things happen and if you don't meet any of the conditions above, we may ask for the item back early, cancel your membership, and / or charge a fee for any non-returned, lost or damaged item.

4. What we'll do

- **Maintain a library of items** that members can borrow throughout the year – anything from popcorn makers to projectors, gardening tools to gazebos, tents to tea urns.

- **Talk you through how to use the item safely.** When you come in to pick up the item, our volunteer staff will be around to talk you through using the item, show you the product manual and check that

you've seen any manufacturer safety or usage advice on our catalogue.

- **Send you reminder emails** when it's getting close to the last day you can return your item. We want to make sure that it's back for the next person who wants to borrow it!
- **Get in touch if items are overdue.** It's important to things running smoothly that items come back when they're expected to, so we'll call, text or email if anything's late. You start incurring a late fee charge from the date the item becomes overdue, regardless of when we reach out to notify you of this.
- **Notify you as soon as possible if an item you reserved may not be available in time.** Unfortunately, this may happen for reasons outside of our control, but if we think an item you have reserved may not be available on time due to a previous member's use, we'll aim to notify you as soon as possible so we can work out a solution.

By signing and/or clicking 'Accept', you agree to comply and be bound by the LGS terms and conditions above.

5. The specific legal bits

By signing and/or clicking 'Accept', you understand and agree that:

1. You are solely responsible for:
 - taking care of any item that you borrowed from the LGS;
 - using that item safely in line with any manufacturer's advice (which we will aim to provide a link to in our catalogue); and
 - using that item for the purpose it is intended for and in the way it is intended to be used. Telling us that you want to use an item in a different way than it's intended to be used doesn't mean that it's OK, or it's going to be suitable.
This remains the case even if you lend that item to your dad, neighbour or another third party.
2. By borrowing an item, you confirm that you don't have any mental or physical problem that affects your ability to use that item safely, and **you are confident and capable of using the item in the correct, safe way.**

3. Images of items on our website and catalogue are primarily for illustrative purposes. Whenever we can, get our items second-hand or refurbished, which means that while we make every effort to display the items accurately and include any faults in the item description, they may look different from their pictures. When picking up an item at our store, please examine the item to ensure you are satisfied with the quality and condition of the item. Once you bring it home, we assume you have accepted any noticeable defects or faults with the item.

4. **We reserve the right to charge fees for any overdue, damaged or lost items.**

5. **If you return an item damaged** beyond what is normal wear and tear and/or reasonable use, **you agree to repair the damage (and restore it to its state at the time you picked it up) or** replace the item. You agree to accept our assessment of the condition of the damaged item, and judgement of the appropriate remedy for such damage.

6. We **can change or cancel a booking if we need to**. If this happens, we will let you know what the change is and the reason for it as soon as reasonably possible. We can also refund any borrowing fee you have already paid in the event we cancel the booking or you wish to cancel the booking following the change.

7. **We will store and process your personal data** in compliance with the UK General Data Protection Regulation (GDPR) and other data protection laws. A copy of our privacy notice is available [here](#) on our website.

8. We do not **guarantee that any particular item will be available at any particular time**. If we think it's important to keep the LGS working smoothly, we can remove any item from the library of things, limit the number of things borrowed by one member, refuse the loan of any item, or refuse a request for membership.

9. We are learning as we go, and we may find ways to improve our processes. **We may change these LGS terms and conditions at any time, but we'll let you know when we do**, and you'll get a chance to cancel your membership (membership fee is non-refundable) if you don't accept the changes to these terms. We will assume that by continuing to be a member, you have accepted the changes to our terms and conditions.

10. **We will be liable for any loss or damage caused by our negligence**, but we will not be responsible to you for any losses or damages which are not reasonably foreseeable by us at the relevant time, or any events beyond our reasonable control. We also have no liability for any loss of profit, loss of business or business opportunities, even if you choose to use the item for any commercial purpose. We of course do not exclude liability for any death or personal injury caused by our negligence, fraud, or fraudulent misrepresentation or any other liability that cannot be excluded under applicable law.

6. The general legal bits

11. These legal bits, together with the LGS terms and conditions, form the entire agreement between us and you in relation to your membership with the LGS.

12. If we choose to delay our rights under these terms, or not enforce them, this does not mean that we have waived these rights nor that you do not have to comply with any of those requirements.

13. If any paragraph or part of these terms are found to be unenforceable, this does not affect the validity of any other paragraphs or parts.

14. These terms are between you, the member, and LGS, and cannot be relied on by anyone who is not a party to them. No third party has the right to enforce these terms under the Contract (Rights of Third Parties) Act 1999 or otherwise. You may not transfer any of your rights or obligations under these terms.

15. These terms, and any dispute or claim (including non-contractual disputes or claims) that arise from or in connection with borrowing from the LGS, or these terms, will be governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

[End]