

# Terms and Conditions of Individual Membership and Item Use

## Membership Eligibility

1. Members must be age 18 or over to borrow items from Share Shed Inc.
2. Prior to borrowing items, all Members must:
  - (a) complete and submit a Membership Application (either online through the Share Shed Inc website or in person at the Share Shed);
  - (b) pay the annual \$80 Membership Subscription (valid for 365 days);
  - (c) agree to the Terms and Conditions of Individual Membership and Item Use;
  - (d) sign and submit the Waiver and Indemnification Form (either in person at Share Shed or by providing a digital signature as part of the online membership application)
  - (e) have their identity and residence confirmed by a Share Shed Inc volunteer or member of the staff.
3. The Member agrees to read and fully understand the rules and regulations of Share Shed Inc before joining and borrowing items. The Member understands that failure to comply with any of these rules may result in revocation of membership without refund and/or legal action against the Member.
4. The Terms and Conditions of Individual Membership and Item Use are subject to change at any time. Members are notified via email of any updates to this policy. Current terms and conditions are provided again to the member when an item is borrowed and checked out.
5. Once a Member's subscription has expired, they will be required to renew their membership via the steps listed at point 2. of this document before resuming borrowing.

## Borrowing Conditions

6. Only the Individual Member borrowing the item is authorized to use Share Shed Inc 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 Inc. An exception to this persons within the Member's household/family using the items under the Members supervision. The Members retains responsibility for the item at all times including for any breakage or damage, and Share Shed Inc 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.
7. Members may borrow up to five items from the catalogue at any one time for a maximum period of seven days. Items may be reserved in advance via the online catalogue.
8. If Members wish to borrow more than five items from the catalogue, a cost of \$5 per extra item will apply. These costs are payable at the time of collection and are non-refundable.
9. Share Shed Inc reserves the right to refuse or limit renewals. If renewals are offered, the Member must follow the renewal policy outlined by Share Shed Inc, their staff and/or volunteers.
10. Some items attract an additional borrowing fee due to popularity or high replacement value. Additional borrowing fees are payable at the time of collection and are non-refundable.
11. All items borrowed are to be returned to Share Shed Inc by close of shop on their Return Date.
12. The Member agrees to bring back items on time and be responsible for any fines or late fees. The Member understands that failure to do this may result in the revocation of membership without refund. Late fees are charged at \$2 per item per day and are capped at the full replacement cost of the item plus a \$5 administrative fee. Late fees are subject to change.
13. Share Shed Inc 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. Share Shed Inc also reserves the right to forgive fees due to special circumstances.

14. Share Shed Inc may replace severely delinquent items (over 30 days), holding the Member responsible for the full replacement cost plus a \$5 administrative fee. Fines must be paid in full before borrowing additional items.
15. Share Shed Inc reserves the right to refuse the loan of any item at its discretion.

### **Item Use and Care**

16. 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 accept Share Shed Inc's assessment of the condition of items and to Share Shed Inc's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total.
17. Share Shed Inc staff are available to assist in explaining the operation of items. However, 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.
18. Share Shed Inc will only be liable for loss or damage caused by our negligence in failing to tell a Member about a known fault with an item. We will not be liable for faults of which we are not aware of. Other than this, Share Shed Inc exclude all liability for death or personal injury caused by our negligence or breach of contract. Because we are not a business, the risk to the Member is greater than if they were paying to hire something or buy it new.
19. The Member agrees that Share Shed Inc is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items. Each time a Member takes an item out they must check it visually before they take it, and make other checks for any faults they 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 Share Shed Inc.
20. If a Member is borrowing electrical equipment, they must check the visible wires and plug for any damage before use. 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 must use a circuit breaker.
21. If a Member borrows an item and with our agreement passes it on to another Member before it is returned to us and booked in, the first Member remains liable to us for the return and condition of the object until it is returned to us. If a Member receives an item from another Member, with our agreement, the receiving Member's use of that item will also be under the terms of this Agreement.

### **Privacy and Acknowledgement of Data Collection**

22. Share Shed Inc commits to taking as much care as is reasonable in protecting Members' personal information online.
23. Share Shed Inc uses G Suite by Google to store files and information; Lend Engine to power its catalogue; Share Shed Inc uses Stripe, Square and PayPal to collect online payments. The privacy and/or data security policies of these providers are linked below\*.
24. The Member understands that by applying for membership online and using the Share Shed Inc web-based catalogue and payment gateway providers, they are submitting personal data at their own risk and that Share Shed is not liable for any breaches of Member's privacy or abuse of Member's personal information by any other party.

**\* 3<sup>rd</sup>-party privacy and/or data security policies**

- The information security practices of Google are available at <http://www.google.com/policies/privacy/#infosecurity>.
- The privacy policy of Lend Engine is available at <http://www.lend-engine.com/privacy-policy>.
- The privacy policy of Stripe is available at <https://stripe.com/us/privacy/>
- The privacy policy of PayPal is available at <https://www.paypal.com/au/webapps/mpp/ua/privacy-full>
- The privacy policy of Square is available at <https://squareup.com/au/legal/privacy>