



# Borrower's Agreement

## 1. Membership

- Members must be 18 or over to hire tools from the Bay View Community Charitable Trust via the Tool Library.
- Prior to hiring tools, all Members must:
  - Create an account with MyTurn.
  - Pay the required Membership fee or activate a Gift Membership. Payments are to be made online via MyTurn, with a valid debit or credit card.
  - Register a valid payment card.
  - Sign the Liability Waiver form.
  - Sign this Borrower's Agreement.
  - Verify their identity by presenting the following forms of identification to a member of the Tool Library team:
    - Valid government-issued photo ID
    - Proof of current address.

## 2. Hiring tools

- Most tools are free to hire with valid Tool Library membership
- Certain tools incur an additional hire charge as listed on MyTurn.
- The Bay View Community Charitable Trust has the right to change Tool Library pricing at any time.
- Payments are to be made online via MyTurn, with a valid debit or credit card.
- The hire period is 7 days from the date of collection.
- Members may borrow up to 5 tools at any one time.
- The Tool Library team reserves the right to refuse the loan of any tool at its discretion.
- Tools may only be used for home and personal use.

## 3. Reservations

- Items may be reserved online up to ten days before check-out.
- All reservations must be confirmed by a Tool Library team member.
- All reservations due to be collected during opening hours on a specific day will be cancelled if not collected by the end of the day.

## 4. Tool Use

- Only the Member is authorised to use hired tools under their account.
- Members will not permit borrowed tools to be used by any other person unless given express permission by the Tool Library team.

- Items must be operated safely, for their intended use, and in accordance with any operation manual or instructions supplied by the Tool Library team.
- The Tool Library team are available to assist in explaining the safe operation of tools. However, by taking possession of any tool, the Member is agreeing that they are able to operate it in a safe and proper manner.
- The Member acknowledges that some tools are second hand. If the tool becomes unusable due to normal wear and tear, the Tool Library team will find a replacement if possible.
- The Member agrees that the Tool Library is not responsible for any manufacturing defects in tools nor any damage to property or person arising out of such defect in the borrowed tool.
- The Member agrees that if any borrowed tool becomes unsafe to use, or otherwise unusable, they must immediately discontinue use and notify the Tool Library of the issue within two days.
- The Member agrees that they will not tamper with or attempt to repair any tool.

## 5. Returning Tools

- All borrowed tools are to be returned in person by close of the Tool Library opening hours on their due date.
- Borrowed tools are to be returned in the same condition they were issued, not including normal wear and tear. Tools must be cleaned before they are returned.
- If a tool is returned late, the Member will pay a late fee as follows:
  - \$1 per day until the tool is returned.
  - Late fees are capped at the full replacement cost of the tool plus a \$5 administrative fee per tool.
  - Fines must be paid in full before borrowing additional tools.

## 6. Returning Tools

- Members may extend the hire period for a tool by renewing the hire agreement online if no other Member has reserved the same tool.
- The Tool Library team reserves the right to refuse or limit renewals and will do so at its discretion.

## 7. Loss or theft of tools

- All tools supplied by the Tool Library to the Member under this agreement shall remain the property of the Bay View Community Charitable Trust via the Tool Library.
- Members are responsible for the damage to, and loss or theft of borrowed tools. They must pay immediately on request by the Tool Library:
  - the list price of any borrowed tool that, for any reason whatsoever, is not returned to the Tool Library; and/or
  - the full cost of repairing any damage to the borrowed tool caused or contributed to by the Member plus a \$5 administrative fee.
- The Tool Library reserves the right to take appropriate steps to retrieve unreturned borrowed tools or unpaid fines and fees, including any expenses and legal costs incurred by the Tool Library in enforcing the terms of this Borrower's Agreement.

- The Member authorises the Tool Library to charge any amounts owing by the Member to their registered credit or debit card.
- The Tool Library also reserves the right to forgive fees due to special circumstances.

## 8. Breach of Borrower's Agreement & Tool Use Policy

- If the Member breaches any clause of this Borrower's Agreement, the Tool Library will be entitled to terminate this Borrower's Agreement with immediate effect and the Member must immediately return and borrowed tools to the Tool Library.

## 9. Privacy Act 1993

- The Tool Library complies with the New Zealand Privacy Act 1993 when dealing with personal information.
- We will take reasonable steps to keep your personal information safe from loss, unauthorised activity, or other misuse.
- While we take reasonable steps to maintain secure internet connections, if you provide us with personal information over the internet, the provision of that information is at your own risk.
- We will use your personal information:
  - to verify your identity
  - to communicate with you
  - to protect and/or enforce our legal rights and interests, including defending any claim.

## 10. Exclusion of Warranties and Liabilities

- Where the Consumer Guarantees Act 1993 ("CGA") applies, the Member has the benefit of guarantees in relation to the hire of the borrowed tools which cannot be excluded.
- To the extent that the CGA (or any other law which cannot be excluded) does not apply, the Tool Library makes no representations and gives no warranties other than those set out in Borrower's Agreement and will not be liable to the Member for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the Borrowed tools by the Member.
- If for any reason, the Tool Library is liable for any damages, costs or other liabilities whatsoever, then its liability is limited to a maximum of \$1 for all claims. The Tool Library shall have no liability to the Member or any other person whether in contract, tort or otherwise for any special, consequential or indirect damages or losses except to the extent otherwise mandatorily required by law.
- No action or proceedings for any breach of this Agreement shall be commenced after the expiry of 12 months from the date of hire of the borrowed tool.
- The Member indemnifies the Tool Library against all liabilities, damages, expenses, losses (including all legal costs) and claims suffered, incurred or made against the Tool Library by a third party arising out of or in connection with the Member's hire and/or use of a borrowed tool.

## 11. Member Warranties

The Member gives the following warranties to the Tool Library:

- The Member has read and fully understands the rules and regulations of the Tool Library (including this Borrower's Agreement), and the Member understands that failure to comply with any of these rules may result in revocation of the Member's borrowing privileges and/or legal action against the Member.
- The Member affirms that the information that the Member has provided on the Membership Application is current, true, and correct. The Member understands that this information may be subject to verification.
- The Member has read and signed a Liability Waiver, relinquishing all claims against the Tool Library.

Please check the box on the sign-up form, acknowledging that you have read and agreed to the Tool Library Borrower's Agreement.