

## Welcome

Welcome to the Manchester Library of Things ("**us**", "**we**", "**our**"). We're a community interest company limited by guarantee registered in England and Wales under company number 13356470 and have our registered office at 8 Worsley Grove, Levenshulme, Manchester, England, M19 3AF. Our website is [www.mcrlot.com](http://www.mcrlot.com) and you can contact us at [info@mcrlot.com](mailto:info@mcrlot.com).

## Terms

These terms and conditions ("**Terms**") tell our members the rules for borrowing any item(s) from our collection. Please read them carefully as by borrowing, you confirm that you accept these Terms and will comply with them. If you do not agree to these Terms, you must not borrow our items. We recommend that you save a copy of these Terms for future reference.

We reserve the right to change these Terms from time to time. Each time you wish to borrow, please ensure that you understand the terms and conditions that apply at that time.

## Membership

Only members can borrow from us. To become a member you must:

- be a UK resident aged 18 or over;
- register an account on our website and submit any required personal details;
- link a valid bank card (with sufficient funds) to your account; and
- accept these Terms and the terms of use of our lending platform, Lend Engine.

We will request proof of identification and current address as part of your membership application (originals to be brought to us on collection of your first item). Applications will not be approved until we have verified to our satisfaction any evidence supplied. You will also be required to bring proof of identification every time you borrow from us.

You agree that any information you supply in your application is true and understand that your membership may be terminated if you submit false information.

Pricing for membership and borrowing is as follows, you can either:

1. pay an annual fee for a 12 month membership and pay no individual item fee: £50 (standard); £20 (student/means tested); or £80 (supporter); or
2. pay no annual membership fee but pay the stated fees for any item (as set out on our website) every time you borrow.

Please note that we are cashless and any payments due to us will be made electronically.

## Borrowing

You can hire items from our website and these can be reserved 12 months prior to the collection date. Items will usually be lent for a maximum of 7 days and must be returned to us (during our opening hours) on or prior to the stated return date.

Members can hire a maximum of 3 items at any one time and can hire any one item up to 3 consecutive times (provided that the item in question is unreserved). We reserve the right to refuse or further limit renewals to ensure maximum availability of items for other members.

You will be charged the stated rates for borrowing our items as set out at the time of hire. You are required to credit your membership account with the correct amount to cover the borrowing fees prior to collection of the item(s). You should contact us immediately if you face any difficulties paying. If any sums remain overdue after notification, we reserve the right to take legal action against you to recover these costs.

### **Our responsibilities**

We will maintain a library of items for our members and will keep in regular communication with members in case items are overdue or unavailable. We provide public and product liability insurance when lending items to members (which covers personal use of items only). Our insurance excludes members from:

- using petrol powered items;
- using items in the course of their business, trade or profession; and
- lending items to, or allowing items to be used by, other people or third parties.

### **Your responsibilities**

On collection, check that the item is free from defects or faults and tell a member of staff if you have any concerns about its condition. By borrowing the item:

- you confirm that you are free from any physical or mental conditions that could compromise your safe use of the item; and
- you certify that you are confident and capable of using the item safely and correctly, strictly for its intended purpose only.

Before using the item, you should familiarise yourself with any use guides or manuals provided by us or attend any demonstrations hosted by our team. Please pay special attention to the safety guidance and any recommended PPE.

You must stop using an item immediately if it is unsafe, or if there is any visible damage, and report any fault in any item you borrow to us as soon as practicably possible. You are responsible for using any item in a proper manner and in accordance with its intended use, any safety guidance, including wearing any PPE.

If an item is stolen or lost, please inform us immediately. We reserve the right (in certain circumstances) to issue a charge which will not exceed the equal replacement cost of the item. If you borrow an item that is faulty or damaged at the time of borrowing, then we will issue a refund of any paid individual item fees (if applicable).

### **Fees**

- If you return an item (inclusive of all parts) after the return date, we may charge a late fee of x2 weekly pay-as-you-go charge for the item.
- If an item is not returned 7 days after its return date, we may charge the equal replacement cost of the item in addition to any late fees.
- If you return an unclean item, we reserve the right to charge a cleaning fee of £5.
- If an item is returned damaged (in whole or in part) beyond reasonable wear and tear, we may charge a damage fee which will not exceed the equal replacement cost of the item or any defective part(s).

The above fees are designed to ensure that items are handled with care and ensure maximum availability of items for our members. Fines must be paid in full before you can borrow additional items. In sufficiently serious circumstances, we reserve the right to issue further penalties for non-compliance with our items (or these Terms), including the suspension or termination of your membership.

### **Liability**

We shall not be liable for any loss or damage you may suffer while using our items; you are using items that you borrow at your own risk. However, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

### **Data**

How we use any personal data you supply is set out in our privacy policy.

### **Legals**

- These Terms form the entire agreement between you and us regarding your membership.
- If we do not enforce, or delay in enforcing, any of our rights under these Terms, this does not mean that we have waived these rights.
- If these Terms (or any part of them) are found to be unenforceable, this does not affect the validity of the remaining sections.
- These terms cannot be relied on by anyone who is not a party to them; no party can enforce these terms under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- You are not permitted to transfer any of your rights or obligations under these Terms.

### **Disputes**

Contact our team at [info@mcrlot.com](mailto:info@mcrlot.com) if you no longer wish to be a member and/or have any problems with us or any items we supply. We will do our best to resolve any problems in a timely manner in line with our complaints handling procedure.

These Terms are governed by English law and you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of those countries.