

1. Welcome

Welcome to the Manchester Library of Things ("**us**", "**we**", "**our**"). Manchester Library Of Things CIC are 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 and you can contact us at info@mcrlot.com.

2. Terms

These terms and conditions ("**Terms**") tell our members the rules for borrowing any item(s) from our collection. These are important legal terms and conditions that set out the contract between you and us.

Please read them carefully as by registering as a member and borrowing any item(s) from our collection, you confirm that you have: (1) read and understand the Terms; and (2) accept these Terms and agree to comply with them. If you do not agree to these Terms, you cannot borrow any of the items from our collection. The Terms set out the entire agreement between you and us.

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 any item(s) from our collection, please ensure that you have read and understood the Terms that apply at that time.

3. Our Library

Our online collection, which can be found at www.mcrlot.com, uses a third party platform, The Lend Engine, to create member accounts and manage the items in our collection (including all reservations and borrowings). The Lend Engine system is integrated into our website so you will not see any difference whilst using our website. By registering as a member, reserving items from the Manchester Library of Things and borrowing items from the Manchester Library of Things you will be using The Lend Engine's platform. By browsing our website, reserving an item or borrowing an item from the Manchester Library of Things you confirm that you have: (1) read and understand The Lend Engine's terms and conditions (as may be updated from time to time) which can be found at <https://www.lend-engine.com/terms-and-conditions>; and (2) accept The Lend Engine's terms and conditions and agree to comply with them.

4. Membership

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

- a. be a UK resident;
- b. be aged eighteen (18) or over;
- c. register an account on our website;
- d. provide your required personal details when registering an account on our website which includes providing valid contact details so that we can contact you;
- e. link a valid debit or credit card to your account (with sufficient funds to pay for either: (1) any items you reserve and/or borrow; or (2) your membership); and

- f. accept these Terms and The Lend Engine's terms and conditions (see the section Our Library above for more details).

We will request proof of identification and current address as part of your membership application. Two original identification documents must be brought to us on collection of your first item. You may also be required to bring proof of identification (the original version) every time you borrow from us.

Membership applications will not be approved until we have verified to our satisfaction any evidence supplied as part of the application process.

You agree that any and all information you supply in your membership application is true and you understand that your membership may be terminated at any time without notice if you submit false information.

5. Pricing

Pricing for our memberships and/or borrowing our items on a pay as you go basis are set out below.

You can:

- a. Pay As You Go - The applicable fees, as set out on our website, will be payable in advance each time you borrow an item from us. To borrow an item on a pay as you go basis, you must reserve the relevant item from our collection in advance. Once you reserve an item, we will debit your account with the relevant borrowing fee ("**Amount Owed**"). You must log into your account and pay the Amount Owed prior to collection of the reserved item using the debit or credit card linked to your membership account. If you do not pay the Amount Owed in advance, you must pay the Amount Owed on collection of the item. If you do not pay the Amount Owed either in advance or upon collection, you will not be able to borrow the reserved item.
- b. Purchase a 12 month Membership – Pay a one off annual fee (as set out on our website) which allows you to borrow any item within our collection during the twelve (12) months immediately following the date you purchase the membership. You will not need to pay the relevant borrowing fee every time you borrow an item from us. This membership does not auto-renew on expiry of the twelve (12) months.
- c. Purchase a 12 month Discounted Membership (for students or members with low incomes) – If you are a student in education or on a low income, pay a one off annual fee (as set out on our website) which allows you to borrow any item within our collection during the twelve (12) months immediately following the date you purchase the membership. You will not need to pay the relevant borrowing fee every time you borrow an item from us. Low incomes for this purpose means: you are in receipt of any of the following benefits or asylum support: Income Support; income-based Jobseeker's Allowance (JSA); income-related Employment and Support Allowance (ESA); Universal Credit; the guaranteed element of Pension Credit; Child Tax Credit or Working Tax Credit (or both); support under section 98, section 95 or section 4 Immigration Asylum Act 1999; support under Schedule 10 Immigration Act 2016. If you are not entitled to public funds because of your immigration status, please contact us to discuss. This membership does not auto-renew on expiry of the twelve (12) months.
- d. Purchase a 12 month Premium Supporter Membership - Pay a one off annual fee (as set out on our website) which allows you to borrow any item within our collection during the twelve (12) months immediately following the date you purchase the membership. You will not need to pay the relevant borrowing fee every time you borrow an item from us. A portion of the cost of this

membership is a contribution towards the running of the Manchester Library of Things to ensure that we can continue to build our collection and offer items to our members to borrow. This membership does not auto-renew on expiry of the twelve (12) months.

Details of the borrowing fees and memberships available (including the cost of such memberships) are set out on our website, as may be amended from time to time. Please note that we do not accept cash payments. All payments due to us must be made, if through our website, via the debit or credit card attached to your membership account, or if in person on collection, by debit or credit card. All debit or credit card payments taken through our website will be securely taken using Stripe.

If you change your mind after purchasing a 12 Month Membership; a 12 Month Discounted Membership or a 12 Month Premium Supporter Membership, you have fourteen (14) days during which you can cancel your membership by writing to us at info@mcrлот.com. If you have not borrowed any items from our collection during the fourteen (14) day cancellation period, then you will receive a full refund of the one off annual membership fee you paid. Refunds will be issued within five (5) to ten (10) working days of us receiving your request to cancel. If you have borrowed any items from our collection during the fourteen (14) day cancellation period, and you choose to cancel within the fourteen (14) day cancellation period, then you will receive a pro-rata refund of the one off annual membership fee you paid which shall be the amount of the one off annual membership fee less the full pay as you go cost of any items borrowed during the fourteen (14) day cancellation period. Pro rata refunds will be issued within five (5) to ten (10) working days of us receiving your request to cancel.

6. Borrowing

You can borrow available items in our collection from our website and these can be reserved prior to the collection date. Reservations can be made up to twelve (12) months in advance of your required borrowing date.

Members can borrow reserved items for a maximum of seven (7) days, starting from the collection date. Borrowed items must be returned to us (during our opening hours) either on or prior to the stated return date.

Members can reserve and borrow (provided that the item(s) in question is unreserved) a maximum of three (3) items in any seven (7) day borrowing period. Members can borrow any one item for three (3) consecutive borrowing periods (provided that the item(s) in question is unreserved). We reserve the right to refuse or further limit reservations to ensure maximum availability of items for other members.

Unless you have purchased a membership from us, you will be required to pay the stated pay as you go rates for borrowing our items as set out on our website before you can borrow the relevant item – please see our Membership and Pricing section of these Terms above.

7. Cancellations

If you need to cancel a reservation please give as much notice (and no less than twenty four (24) hours) as possible by emailing info@mcrлот.com.

If you cancel a reservation by providing us with more than twenty four (24) hours' notice, and you are a pay as you go member, if you have already paid for the reserved item, you will receive a full refund of the relevant borrowing fee. Refunds will be paid within five (5) to ten (10) working days of your request to cancel. If you have not paid for the reserved item, we will cancel any debit in relation to that cancelled reserved item which is on your membership account.

If you cancel a reservation by providing less than twenty four (24) hours' notice or you fail to collect the reserved item, and you are a pay as you go member, you will not receive a refund of any payments made in advance of the collection of the cancelled item.

8. Our responsibilities

We will maintain a library of items for our members to reserve and borrow from.

We will keep in regular communication with members in respect of (but not limited to) the service provided by the library of things; your reservations; your borrowed items (including receipts); borrowed items which have not been returned; and/or library items that are not available for borrowing.

We will provide public and product liability insurance when lending items to members (which covers personal use of items only). Our insurance does not apply if:

- a. you use petrol powered items. We shall not make petrol powered items available in the Manchester Library of Things;
- b. you use any borrowed items in the course of your business, trade or profession; and/or
- c. you lend or rent any borrowed items to, or allow items to be used by, other people or third parties.

9. Your responsibilities

You are responsible for:

- a. on collection, checking that the item you are borrowing is free from defects or faults, includes all parts and telling a member of staff if you have any concerns about an items condition;
- b. returning all borrowed items in the same state it was collected. If the item is returned to us in an unacceptable state (as determined by us), then we may charge a cleaning fee, a missing parts fee or a damage fee, as further described in the Fees section of these Terms;
- c. returning all borrowed items (during our opening hours) on or prior to the stated returns day. You understand that returning any item after the return date will incur a late fee as further described in the Fees section of these Terms.
- d. returning borrowed items with all parts;
- e. keeping the borrowed item safe during the borrowing period;
- f. before using a borrowed item, familiarising yourself with any user guides or manuals provided by us or attending any demonstrations hosted by our team. Please pay special attention to the safety guidance and any recommended personal protective equipment (which you are required to provide). 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;
- g. handling and using any item in a proper manner and in accordance with its intended use, any safety guidance, including wearing any personal protective equipment (which you are required to source yourself);
- h. ensuring that only you as the member use the item you have borrowed;

- i. using the item borrowed for personal use only;
- j. paying for the item borrowed or paying for your relevant membership with us.

By borrowing the item:

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

If an item is stolen or lost whilst you are borrowing it, please inform us immediately by emailing info@mcrлот.com. We reserve the right (in certain circumstances) to charge a replacement fee which will not exceed the equal replacement cost of the stolen or lost item.

If you borrow an item that is faulty or damaged at the time of borrowing and:

- m. you have borrowed the item using the pay as you go membership, then we will issue a refund of the relevant borrowing fee. Refunds will be paid within five (5) to ten (10) working days of the faulty or damaged item being returned to us; or
- n. you have borrowed the item using a membership, we will repair the item or obtain a replacement and notify you when that item will be available for borrowing.

10. Fees

The fees below are designed to ensure that items borrowed are handled with care and ensure maximum availability of items for all of our members.

If you return an item (inclusive of all parts) after the return date, we may charge you a late fee of twice the weekly pay-as-you-go charge for the relevant item.

If an item is not returned seven (7) days after its return date, this will be considered a non-returned item and we may charge you the equal replacement cost of the relevant item in addition to any late fees already charged.

If you return an unclean item, we reserve the right to charge you a cleaning fee of £5.

If an item is returned damaged (in whole or in part) beyond reasonable wear and tear, we may charge you a damage fee which will not exceed the equal replacement cost of the item or any defective part(s).

If you return an item and parts of the item are missing, we may charge you the equal replacement cost of the relevant parts that are missing from the relevant item.

Any additional fees incurred by you must be paid in full before you can borrow any further items and this applies whether you have a membership or you are a pay as you go member. In sufficiently serious circumstances, we reserve the right to issue further charges for non-compliance with our items (or these Terms), including the suspension or termination of your membership at any time.

11. Liability

We will not be liable for any loss or damage you may suffer or incur while using any items you borrow from the Manchester Library of Things. You agree that you are using any and all items that you borrow at your own risk.

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.

12. Data

How we use any personal data you supply is set out in our [privacy policy](#).

13. Legals

- a. 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.
- b. If these Terms (or any part of them) are found to be unenforceable, this does not affect the validity of the remaining sections.
- c. 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.
- d. You are not permitted to transfer any of your rights or obligations under these Terms.

14. Disputes

Contact our team at info@mcrlot.com if you no longer wish to be a member and/or have any problems with us or any items you have reserved an/or borrowed from us. We will do our best to resolve any problems in a timely manner.

These Terms are governed by English law and you can bring claims against us in the English courts.