



Borrowing Rules

1. MEMBERSHIP

- 1.1** “Borrowers” must be over the age of 18 years to borrow tools from the Brunswick Tool Library (BTL).
- 1.2** Borrowers must register with BTL prior to borrowing tools. Registration includes the completion of an application form and verification of the Borrower's identity. Verification is accomplished by presenting current photo ID together with an additional proof of address (issued within the previous 3 months and displaying the same address).
- 1.3** Borrowers are only entitled to borrow tools from BTL while they maintain a fully paid up membership. Membership fees are set out on the BTL website (brunswicktoollibrary.org). Borrowers should review the BTL website prior to renewing their membership for information on possible membership fee changes.
- 1.4** The Borrower agrees to provide a valid credit or debit card to BTL before making any reservation.
- 1.5** The Borrower may not borrow any tools until they have signed the attached Deed of Release.
- 1.6** BTL retains the right to refuse to lend tools to any person for any reason other than contrary to Australian law.

2. BORROWING TOOLS AND RETURN OF TOOLS

- 2.1** BTL will be open for Borrowers to borrow and return tools at the times set out on the BTL website (brunswicktoollibrary.org), however, these opening times are subject to change at BTL's sole discretion.
- 2.2** Borrowers may borrow up to ten tools at one time.
- 2.3** Tools may only be returned during BTL's opening hours as set out on brunswicktoollibrary.org.
- (a) Tools must be returned one week from the date they were borrowed.
- 2.4** Renewals may be possible; however, Borrowers must be prepared to return all items by the return times set out in clause 2.3 above (“Return Date”). BTL reserves the right to refuse or limit renewals and will do so based on demand.
- 2.5** If any tools are not returned by the Return Date, BTL will issue an overdue notice. If the tools are not returned promptly, appropriate steps will be taken to retrieve them, including charging a stored credit or debit card, the use of a collection agency and/or legal action.
- 2.6** Borrowers must pay the following late fines for each item kept past the Return Date:
- (a) \$0.50 / day / tool for hand tools; and

- (b) \$1.50 / day / tool for power tools.

For the purpose of calculating late fees, a “day” is a day on which the BTL is open for lending.

2.7 At its discretion, BTL may refuse to allow any further borrowing until fines are paid.

2.8 Immediately upon request from BTL the Borrower must pay:

- (a) the replacement cost stated on the tool’s inventory page for any tool which, for whatever reason, is not returned to BTL;
- (b) all costs incurred in cleaning any tools which are returned in an unclean state;
- (c) the full cost of repairing any damage to any tool;
- (d) any fines payable pursuant to clause 2.6; and
- (e) all costs incurred by BTL in recovering possession of any tools (including legal costs).

2.9 The Borrower acknowledges that they are responsible in the event of the loss or theft of any tool.

2.10 Without limiting the ability of BTL to recover all amounts owing to it, the Borrower authorises BTL to charge any amounts owing by the Borrower to any credit card or account details of which are provided to BTL.

2.11 The Borrower agrees BTL is entitled to enter the Borrower’s premises to recover the tool if it is not returned to BTL for any reason.

3. USE OF TOOLS

3.1 Only the Borrower is authorised to use BTL tools. The Borrower must not permit any BTL tools to be used by any other person unless with the express permission of BTL. The Borrower must not part with possession of any BTL tools they have borrowed.

3.2 The Borrower agrees that if any borrowed tool becomes unsafe or in a state of disrepair, they will immediately discontinue use of the tool and notify BTL of the issue on return, if not earlier. The Borrower must not attempt to repair or tamper with any BTL tool.

3.3 The Borrower agrees:

- (a) to satisfy themselves prior to borrowing the tools that they are suitable for the Borrower’s intended purpose;
- (b) to operate the tools safely, strictly in accordance with Australian law, only for its intended use, and in accordance with any manufacturer’s instructions provided with or on the tools (if available);
- (c) to operate the tools with an adequate power source (if applicable);
- (d) to conduct a thorough hazard and risk assessment before using the tools; and
- (e) to return the tools in a clean state and in good repair.

4. CHANGE OF RULES

4.1 The Borrower should check the BTL Website prior to borrowing any BTL tools for any changes to these Borrowing Rules. However, BTL agrees that changes to these Borrowing Rules will not apply with respect to a loan period commenced prior to the date the rule change took place.