

Bittern Sharing Community

This is a tool sharing group for the Arnside and Silverdale National Landscape - including Storth, Beetham, the Yealands and Warton.

Our aspiration is to build a community of generously minded and trustworthy people to share things we have and don't use regularly, or don't have and need irregularly.

The aim is to reduce our carbon footprint and deepen community connections.

Arnside Repair Cafe will PAT test the tools and look to repair any small breakages.

For now, we are focusing on sharing low risk tools, such as:

- DIY/household tools: handheld power sander, wallpaper stripper, gazebo, carpet cleaner
- garden tools: spades, forks, ladders (under 2m), hose pipes, outdoor extension leads
- kitchen tools: pressure cooker, apple press, trestle tables, food dehydrator, water urn

Currently we do not facilitate the sharing of tools with blades or commercial power tools or ladders over 2m, nor any tool that needs a license for use.

The BCCIC is not responsible for any breakages or loss of items; please only share tools where you are willing to accept this risk.

How it Works

Join

Joining information coming soon!

Borrow

We will send out an updated List of Shares, quarterly, to all members so you can contact the owner of any tool you'd like to borrow at your own convenience.

We also have a Facebook group where you can post up requests or offers:

<https://www.facebook.com/groups/1438955427409492>

If you borrow or loan through the Facebook page you do in agreement with the Bittern Sharing Community User Agreement (see below).

Return

We ask that all Things are returned within a week of borrowing, unless you have agreed a longer time of use with the owner.

The Bittern Sharing Community (BSC) User Agreement

This agreement sets out the contract between lender and borrower. It's important you read it carefully.

By borrowing or lending an item you confirm that you have read and understand the following terms and conditions and agree to be bound by them.

Definitions

'Borrowing' – the act of hiring a Thing from another member and returning it on the stated return date.

'Member' – any person who has signed up to the sharing community, via email or the Facebook community website and paid a minimum of £5 to join, regardless of whether they have borrowed or not. Any Member needs to live up to 1 mile of the National Landscape Boundary.

'Thing' – the complete 'Thing' with all its associated parts, offered on loan.

'BSC' – Bittern Sharing Community – working under the umbrella of Bittern Countryside Community interest Company (BCCIC).

Joining & Membership

Only Members are permitted to borrow

To become a Member, you must:

1. Be aged 18 or above.
2. Share your full name, current postcode, phone number and email address with the BCCIC.
3. List the items you are offering to loan (if applicable), and an approximate value of each item.
4. Pay the £5 annual membership fee.
5. Confirm you have read these Terms of Borrowing and agree to them.

Borrowing

Member Responsibilities

These terms and conditions are to protect our Things and the communities they serve. BSC is on a mission to make borrowing better than buying - more affordable, convenient and joyful. In practical terms, this means that every Member is required to return Things clean, complete, on time and in working order to its owner - or reporting promptly when not about to do so and covering replacements and repairs where you're responsible.

As a Member, you are responsible for:

1. Bringing the Thing(s) back clean. When you collect the Thing be sure to agree the state it is leaving the owner's possession.
2. Bringing the Thing back on time. You must return the Thing(s) on the stated Return Date, usually within a week of loaning, unless agreed otherwise.
3. Accepting that Things remain at all times the property of their owner, and dishonestly retaining Things or any part thereof is theft, which is a criminal offence.

4. Bringing the Thing(s) back with all its parts. You understand that if you do not report any parts missing on return, or return all included parts of a Thing, you will be charged the replacement cost for each missing part.
5. Paying for any consumables associated with the use of the Thing, e.g. sandpaper for a sander, shampoo for a carpet cleaner.
6. Reporting any damage immediately to the owner. Arnside Repair Café have offered to assist with repairs insofar as they are capable.
7. Where a Thing has been used inappropriately or unreasonably damaged, you will be charged for the repair or replacement of the Thing - at discretion upon inspection.
8. You understand that the owner is not responsible for any manufacturing defects.
9. Keeping the Thing(s) safe. The Thing(s) is your responsibility to keep safe from the time of borrowing to its return. If you lose the Thing or it's stolen from you, you will be responsible for replacing it.
10. Visually checking the completeness and safety of a Thing(s) items before use. It is the Member's responsibility to report any damage or missing parts upon collection of a Thing(s), or you will be held responsible and incur repair or replacement charges. For example, check you have all parts, check the wires and plug for any visible damage before use, and don't use any items outside or near water if not intended for those uses.
11. Using the Thing(s) in a safe and proper manner for the job that it is designed for. You are responsible for using any Thing(s) you borrow safely and properly and for the job it is designed to do, including by taking appropriate safety precautions outlined in how-to guides, and for wearing any personal protective equipment (PPE) recommended – sourcing your own if not provided. You must stop using a Thing immediately if it becomes unsafe.
12. Understanding that if anyone else uses the Thing(s) you have borrowed, that is outside the purview of the BSC. For example, if you are hosting an event using a Thing(s), you will need your own public liability insurance.
13. Not borrowing the Thing(s) for intensive, ongoing or heavy professional use where you or anyone else is charging a fee for such intensive, ongoing or heavy professional work carried out using the Thing (for example, intensive, ongoing or heavy paid construction or maintenance work). We do, however, allow a Thing to be used for a paid activity, provided that activity is not of an intensive, ongoing or heavy nature: examples of such permitted activities include (but are not limited to) a musician or community group selling tickets for a gig using a borrowed gazebo, or a market stall holder who wishes to test or establish a small business selling wares on a borrowed trestle table. If you have any doubts about what is or is not a permitted use of a Thing for a paid activity then please ask.
14. Library of Things will have no liability of any kind with respect to economic loss of any kind (including without limitation loss of income) suffered by a Borrower or anyone else resulting from the planned or actual use of a Thing for a paid activity (including without limitation as a result of a defect, whether temporary or permanent, with a Thing or of any unavailability of a Thing).

Lending

As a Member you are responsible for:

1. giving instructions on how to use the tool and the state you would like it returned on before it loaned
2. in the case of electrical Things - lending brand new Thing(s), or fully refurbished Thing(s) that have passed a PAT test, and will carry out annual PAT tests on all electrical Thing(s).
3. sharing a Thing over value of £100, only if you accept full responsibility for the risk of damage.
4. consenting to having your name and contact details (email or phone) and approximate location of Thing being shared on the BSC List of Shares pdf that will be emailed quarterly to all members.
5. You can remove the offer of loaning your Thing(s) at any time. BSC will remove it from the following List of Shares pdf

As a member, you agree to indemnify and hold harmless Bittern Countryside Community Interest Company and Bittern Sharing Community, its officers, agents, and employees for any and all liability, loss, claims and demands, actions or causes of action for the death and injury to any person and for any property damage suffered or incurred by any person, which arises in any way from the use of the Thing(s) you are borrowing.

If we discover that you are not respecting the rules and responsibilities of borrowing, we reserve the right to terminate your membership at any time. You understand that legal action may be taken against you if you do not comply with these terms and conditions.

Bittern Sharing Community Responsibilities

1. Storing all Member data as securely as reasonably possible, handling data sensitively and ensuring data is compliant with the General Data Protection Regulation and other data protection laws.
2. Handling any issues and complaints relating to borrowing in a reasonable timeframe for a volunteer led organisation.

Communicating with you

As a Member of Bittern Sharing Community, you will receive some communications from us, including:

1. a welcome email with information on how borrowing works
2. an updated List of Sharing pdf of Things available, by whom, and their location, sent quarterly
3. responding to emails weekly, mainly on Fridays.

If you want to disable our updates and newsletters at any time, you can do so by opting out via e-mail.

If you no longer want to be a Member, email us on bitternsharing@gmail.com. We will delete all your personal data within 25 working days.

What happens if a Thing gets damaged

The Borrower needs to inform the Lender and the BCCIC immediately.

Arnside Repair Cafe has offered to attempt to repair small damages. If possible the Borrower will take the Thing to the next Repair Cafe.

If Arnside Repair Cafe cannot repair the Thing, the Borrower needs to take responsibility to find a suitable repair person and to oversee the repair, unless the owner of the Thing agrees otherwise.

If the Thing is deemed unrepairable the Borrower is responsible for replacing the Thing, like for like (up to a value of £100), within a month of first borrowing it, unless the owner of the Thing agree otherwise. If the item is of a value over £100 then the Borrower should make a contribution of £100 towards the purchase of a new item). If this would be a significant financial burden to the Borrower then please discuss this with the BCCIC and the Lender.

Representatives of BCCIC will not arbitrate disputes.

Part of the Bittern Countryside Community Interest Company, looking to live sustainably and protect our world.