

Terms of Use - Borrow Box Dance Co-operative Birmingham CIC

The Borrow Box exists because Dance Co-operative Birmingham CIC is passionate about sustainability, sharing resources and bringing the dance community together. By using the Borrow Box and becoming a Borrower or Lender, you are:

- 1. Participating in collective action to save money and reduce waste by sharing commonly used items needed to carry out professional dance work.
- 2. Providing an opportunity for dancers to share practical skills and industry knowledge.

To use the Borrow Box you must first become a member of Dance Co-operative Birmingham and agree to the following Terms of Use.

A note on Privacy:

Borrower/Lender Disclaimer: As a Borrower/Lender, you agree for your chosen contact details to be made visible to other co-op members for the sole purpose of organising lending and borrowing between members. You may choose for example, to only list your instagram handle for people to contact you. It is up to you to only share the contact details that you are comfortable sharing. Your data will be held within the Borrow Box database which is only visible to co-op members via the Members' Portal. This is password protected by nature of being a Members' Portal.

Definitions:

'Borrower' - person who borrows the item

'Lender' - person who owns the item and is willing to lend it to a borrower

'Item' – any piece of equipment or item lent from Lender to Borrower

'Dance Cooperative Birmingham' (or 'DCB', 'us', 'we' or 'our') – the instigators of the Borrow Box

Dance Co-operative Birmingham CIC anticipate that the Borrow Box will work effectively so long as the following points are acknowledged by both the Lender and the Borrower:

1. Open Communication

- It is the Lender and Borrower's responsibility to ensure open communication on condition of the Item, timeline of borrowing and liaising on how to exchange items.
- It is the Lender and Borrower's responsibility to handle any issues relating to Borrow Box in a timely manner.

If you no longer need to borrow an Item or need to change the date of pick up you must notify
the Lender with as much advance notice as possible. Likewise, if the Lender has any changes
in their ability to lend an Item, they are expected to communicate this with the Borrower
openly.

2. Acceptance of Risk

- The Lender and Borrower both accept risk involved in using the Borrow Box.
- As a Lender, you accept that you are lending the Item at your own risk and you agree to have insurance on your Item at your own discretion.
- As a Borrower, you agree to treat the Item with respect and return it in the same condition that you borrowed it. You agree to be accountable for any damage caused to the Item.

3. Context

- Both Lender and Borrower acknowledge that the Item can be used in a professional context.
- The Borrower may use the Item for professional use but must not lend the Item to anyone else, unless agreed by the Lender.

4. Safe Practice

- The Lender must ensure that the Item is safe to use and give any necessary instructions for safe usage to the Borrower.
- The Borrower is responsible for using the Item as instructed by the Lender and immediately stopping using an Item if it becomes unsafe or in a state of disrepair.

Dance Co-operative Birmingham Responsibilities

- 1. **Unsubscribing.** If you no longer want to be a Lender or if you want us to remove any of your Items from the database, email us: dancecooperativebirmingham@gmail.com. We will delete all of your personal data within 5 working days.
- 2. **Responsibilities.** You understand that Dance Co-operative Birmingham CIC is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items.
- 3. **Data Protection.** Dance Co-operative Birmingham CIC will store all data securely in compliance with the General Data Protection Regulation and data protection laws. See our Privacy Policy on our website for more information.
- 4. **Complaints.** If we are made aware that you are not respecting the rules of borrowing or lending, this may affect the continuation of your membership.
- 5. Legal. As a Borrower or Lender, you agree to indemnify and hold harmless Dance Co-operative Birmingham CIC and its members, for <u>any and all</u> liability, loss, claims and demands, actions or causes of action for the death and injury to any people and for any property damage suffered or incurred by any person, which arises in any way from the use of items you are borrowing.

Thank you for using the Borrow Box. We look forward to hearing your stories of how the Borrow Box has supported your practice and community!

Get in touch to share your stories:

Email: dancecooperativebirmingham@gmail.com

Instagram: @dancecooperativebirmingham

Updated: 22/04/25 Next review date: 22/04/26