The Dragonfly Collective
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Library of Things Hurstbridge

Feasibility Analysis

Dr Andrew Curtis
Co-Founder & Director
The Dragonfly Collective
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Nillumbik Shire Council in partnership with SHIFT (Sustainable Hurstbridge: Ideas for Transition Inc.)

SHIFT ideas for transition SUSTAINABLE HURSTBRIDGE

Nillumbik The Green Wedge Shire

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Executive summary

The Library of Things (LoT) movement combines the sharing economy, conscious consumerism and community building to reduce resource waste, encourage reuse of everyday items and equipment and replace buying with borrowing. Embedded in a circular economy, LoT's build a more sustainable society, reducing consumption and waste going to landfill.

Additionally, a LoT can also provide opportunities to upskill the community on tool use, upcycling, and repairing items, helping to build community connectedness and resilience.

The LoT concept developed in the 1970s focused on tool libraries (for example home improvement, gardening and DIY), growing over the decades into libraries of things beyond tools, to include kitchen appliances, electronics, toys and games, art, science kits, craft supplies, musical instruments, and recreational equipment.

The local community group SHIFT (Sustainable Hurstbridge: Ideas for Transition Inc) has recently established a repair café and is now seeking opportunities to commence a LoT in the Hurstbridge community.

This Feasibility Analysis identifies and analyses crucial success factors (feasibility criteria) in order to determine the viability of operating a LoT in Hurstbridge.

The Feasibility Analysis concludes that a LoT located in Hurstbridge is feasible and viable when the following factors are included:

1. Nillumbik Council support the implementation of a LoT in partnership with a Hurstbridge local community organisation;
2. The local community organisation SHIFT be identified as the project champion to implement and manage a Hurstbridge LoT;
3. The Hurstbridge LoT co-locate and operate out of an existing local community premises.

Based on the positive assessment of the feasibility criteria identified below and the analysis that follows, the recommendation is ***'that Nillumbik Council take the necessary next steps to implement and deliver, in partnership with SHIFT, a LoT in Hurstbridge'***.

Product definition

A Library of Things is any collection of items (things) loaned, and any organization that practices such loaning. Items in the library – 'things' – can include kitchen appliances, tools, gardening equipment, electronics, toys and games, art, science kits, craft supplies, musical instruments, and recreational equipment. Especially appropriate are things that are expensive, used rarely, or cumbersome to store. Collections vary widely, but go far beyond the books, journals, and media that have been the primary focus of traditional libraries.

The proposed Hurstbridge LoT would contain a collection of things for loan/hire that contextually address borrower's need in Hurstbridge.

Feasibility criteria

The following critical success factors are reviewed and assessed in the analysis that follows. As a result of this analysis, 'assessment' identifies whether the proposed LoT at Hurstbridge is a viable proposition against each of the feasibility criteria listed below.

Criteria	Assessment
Mission & vision alignment of a LoT with SHIFT's ToC	Yes
Measurable positive social impact potential	Yes
Achievable capital costs <$20k	Yes
Achievable operational start-up costs <$100K	Yes
Sufficient demand (market) for the product or service	Yes
Accessible distribution point(s)/location of the LoT	Yes[1]
Capacity to effectively deliver the project through volunteer and or/paid staff or co-location.	Yes
SHIFT has the capacity and capability (or can generate and access the capacity and capability) to manage the proposed new business opportunity	Yes[2]
Potential collaboration from key external stakeholders and funders assessed (government, philanthropy, businesses, education, industry)	Yes
Alignment with local/State government policies and funding priorities.	Yes

Purpose

The purpose of a Library of Things may vary by location, however common across all LoT's, are the following goals.

- The promotion and practice of a circular economy, reusing, repairing, refurbishing and recycling existing materials and products as long as possible.
- The promotion and practice of a sharing economy, extending the life cycle of products and reducing waste.
- The promotion and practice of conscious consumerism, encouraging the reuse of everyday items and equipment and replacing buying with borrowing, leading to savings for borrowers on costs to purchase and store.
- The promotion of local, sustainable development, with the understanding that mass consumerism is a key driver of environmental degradation.
- The promotion of community well-being through sustainable impact reducing greenhouse gas emission and landfill waste.

[1] Yes, on the basis of being co-located within an existing community focused premises.
[2] It is noted SHIFT will need to recruit more volunteers – whoever this appears to be well within the capability of `SHIFT to achieve.

SHIFT - purpose alignment

The proposed Lot in Hurstbridge would be operated by Sustainable Hurstbridge: Ideas for Transition Inc. SHIFT is a grassroots organisation (Incorporated Association) run by local people working for local change. SHIFT is passionate about promoting a more resilient and ecologically sound way of living in community.

SHIFT's' objectives are:

- to educate, inspire, and connect people to live more sustainably
- to build local resilience by sharing skills, knowledge, and resources
- to encourage grassroots action for meaningful change
- to promote sustainable living as an enjoyable, healthy, and worthwhile pursuit
- to balance environmental, social, and economic needs
- to strengthen our message through collaboration with likeminded others.

SHIFT operates a range of workshops, campaigns, events and programs that are community based, and designed to inspire, educate, and connect people to live more sustainably.

The alignment of the broad purpose of LoTs and the purpose of SHIFT is demonstrated through SHIFT's Theory of Change.

The delivery of a LoT in Hurstbridge aligns with the two activities 'community sharing resources' and 'waste reduction programs'.

A LoT would directly contribute to achieving the strategic goals of balancing environmental, social and economic needs, and building local resilience by sharing skills, knowledge and resources. The outcomes from achieving these goals will be an increase in community participation and collaboration, and waste reduction, generating two measurable social impacts - local people are supported to share resource and skills and make environmentally and socially responsible choices. A LoT would combine with other SHIFT activities and projects to make a significant contribution to achieving its mission- *an empowered and connected community* – and the longer-term vision of SHIFT.

The social impact identified above can be tracked over agreed to periods of time using the Social Impact Metrics Dashboard in Appendix 1. The impact is measurable and can be tracked with baseline data at the commencement of a LoT, and then at agreed too milestones.

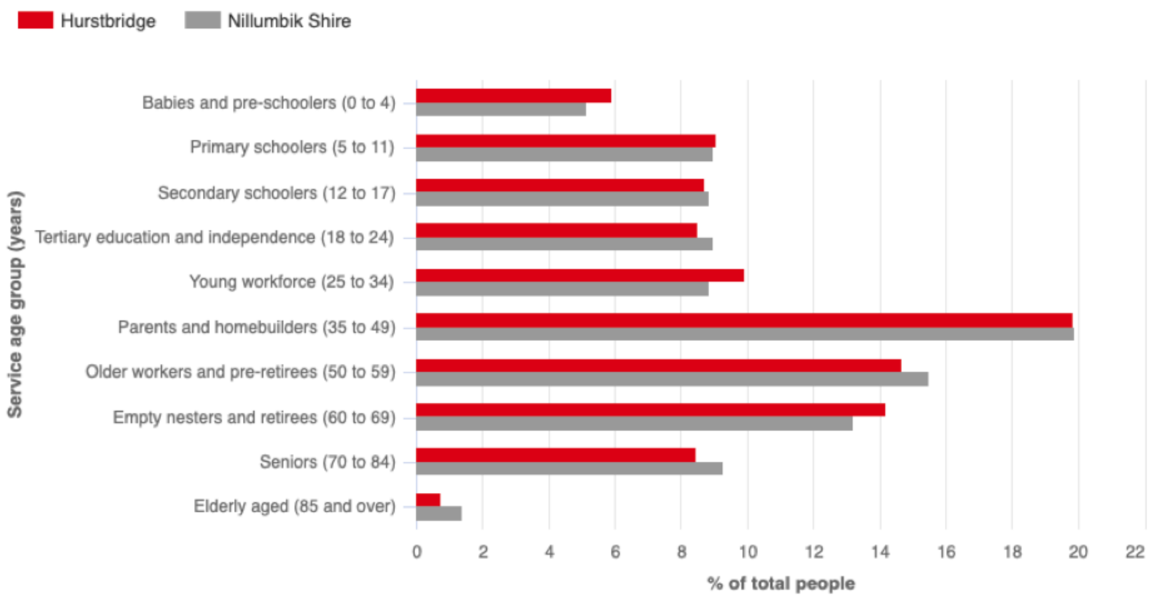
The alignment of purpose and mission between a potential LoT in Hurstbridge and SHIFT's Theory of Change is confirmed.

Target market & analysis

The target market (customer location) for a potential LoT is the suburb of Hurstbridge, and immediate surrounds. Hurstbridge is bounded by the localities of Nutfield and Cottles Bridge in the north, the locality of Panton Hill in the east, the localities of Kangaroo Ground and Wattle Glen in the south, and the locality of Diamond Creek, Broad Gully Road and the localities of Yarrambat and Doreen in the west.

The 2021 estimated resident population for Hurstbridge is 3,573, with a population density of 244.3 persons per square km. This population identifies potential market size, which can be refined by dominant groups (personas), emerging groups (personas) and dwelling type.

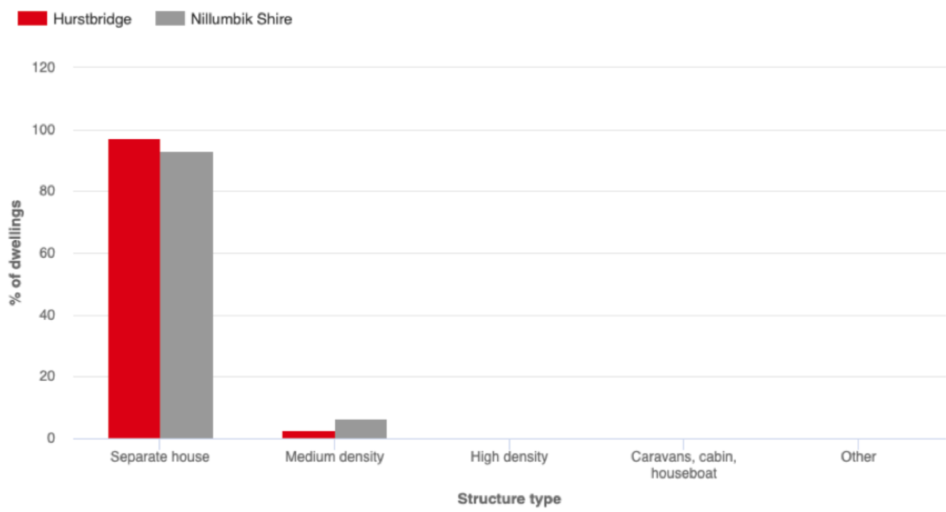
The following 2021 ABS data identifies the Hurstbridge population by age groups.



Source: Australian Bureau of Statistics, Census of Population and Housing, 2021 (Usual residence data). Compiled and presented in profile.id by .id (informed decisions).

The dominant group 'parents and homebuilders' make up a significant percentage of the potential customers base/LoT users, to which can be added those aged between 50 and 84. The key emerging groups in Hurstbridge are 'seniors' (70 to 84) and 'empty nesters and retirees' (60 to 69) that can also be considered as a target market especially if they have down-sized and only require use of 'things' on an irregular basis rather than as a storage item. Depending on what items are available for hire in the LoT, and given the increased awareness of climate change and related 'green' issues, those in the three groups identified above between 12 and 34 years, are potentially 'early adopters' and constitute a significant 'target market'.

Dwelling Type is an important determinant of Hurstbridge's potential use of a LoT. Hurstbridge has no high-density housing, a small proportion of medium density housing and a large proportion of separate dwelling (houses) as the 2021 ABS Census data reveals.



In 2021, there were 1,267 separate houses in the area (97.3% of all dwellings, and 35 medium density dwellings (2.7% of all dwellings). Dwelling type may indicate that the issue of storage will not be as critical as it may be for those living in more high-density locations. Rather the marketing focus for the majority of households in Hurstbridge may be more relevant if focused on issues relevant to the circular economy, consumerism and eco-friendly solutions to deal with the climate challenge, and how a LoT can ease financial hardship. Dwelling type will also need to be considered when identifying the 'things' the library will offer for hire.

Low dwelling, single household localities also have higher use and need for individual motor vehicles rather than public transport or walking. This needs to also be taken into account when considering the location of a LoT. Easy access and egress to and from the LoT will be a critical success factor.

With regard to a broad brush 'persona' for Hurstbridge and surrounding locations the following is used for marketing purposes on several real estate web sites: *The area is home to a diverse mix of families, artists, musicians and people looking for a balance between city and country. The town services local residents and visitors from 60+ small businesses and artisan shops. A number of surrounding attractions include wineries, walking tracks, farmers' markets, and local artists' markets*.

While this is a broad description to which there will be exceptions, it can be concluded that local residents in Hurstbridge and surrounds are more likely to be receptive to a LoT and its purpose, than other locations that are more focused on materialism and 'success'.

Community consultation

A six-week on-line survey to determine local community interest and appetite for a Hurstbridge LoT was conducted. One-hundred and eleven local residents completed the survey. The survey results provide an initial evidence base to conclude that sufficient demand for the product or service exists prior to the implementation of the LoT or any associated marketing or advocacy activity. It can be assumed that marketing and advocacy surrounding the opening and ongoing operation of a LoT would significantly increase local community interest and demand. The following is a summary of responses to the survey questions.

1. *Would you use a library of things*?: 98 responded 'yes'; 13 responded 'maybe'; zero responded 'no'.
2. *What things would you like to borrow*?: a diversity of things revealed a wide demand for '*things I want to use but can't afford to buy*' and included amongst other things - log splitter, generator, yoghurt maker, spit hire, high pressure water cleaner, carpet cleaner, gardening tools power tools, kitchen appliances, camping gear, sports equipment, outdoor furniture, tables/chairs for parties, crafting implements, party hire items, kayaks, sewing machine, stud finder, musical instruments, recording equipment, photography equipment, car trailer.
3. *How often would you use a library of things*?: 69 responded 'four times a year';32 responded 'once a month'; 13 responded 'once a year'. 6 responded along the lines of 'when needed' and 'depends what is available'.
4. *Would you pay a small fee to have access to a library of things*?: 70 responded yes to an annual fee; 75 responded yes to a fee per item hired; 7 responded in the negative. 3 responded positively depending on affordability and if a concession was allowed for card holders. 94% of respondents were agreeable to the payment of a small fee.
5. *Do you see a library of things adding value to the local community*?: 99% (110) responded 'yes'; 1% (1) responded 'no'.

In summary, this initial survey indicated a high level of local support - 90% - for a LoT, significant demand for things that are useful and that people want to use but are too expensive for people to buy, and majority acceptance that a borrowing fee was appropriate. There was overwhelming agreement that a LoT would add value to the local Hurstbridge community.

Value proposition & value creation

Value proposition: For the people of Hurstbridge a LoT offers a cost-effective and environmentally sustainable alternative to the consumer economy through a more affordable and convenient, more socially rewarding option to buying occasional use household items.

Value creation: For the people of Hurstbridge localised accessibility to shared tools, materials, and equipment will benefit and strengthen sustainable/circular community values, promoting circularity through use of existing materials, slow down the consumption of non-renewable raw materials by utilising existing ones, and reduce waste going to landfill.

Competitor/collaborator analysis

No LoT operates within the Nillumbik Shire. There are no local 'competitors'. Likewise, there are no local potential 'collaborators' (for example a toy library, LoT or a kitchen library).

The closest equivalent operations are the Carlton Kitchen Library, the Brunswick Tool Library, Point Cook Library of Things and the Warrandyte Neighbourhood House Library of Things (see Appendix 2 for an analysis selected domestic and international equivalents; see Appendix 3 for an overview of current LoTs or equivalents operating in Australia).

Stakeholder Analysis

This stakeholder analysis focused on a potential LoT in Hurstbridge:

- Identifies key stakeholders and their interests (positive or negative) in the project;
- Assesses the influence of, importance of, and level of impact upon each stakeholder;
- Identifies how best to engage stakeholders.

The following entities are identified as potential stakeholders in the development and delivery of a LoT in Hurstbridge.

Hurstbridge residents
The target market and key customer/library-borrower base. A key stakeholder for the operation of a LoT.

Nillumbik Shire Council
The Council is a key stakeholder in the potential development and operation of a LoT in Hurstbridge. Alignment between a LoT and Council policy and planning is clearly aligned as policy connection is aligned with the following:

- Climate Action Plan
- Sustainable Living – Sustainable Living Guide

Within the Council itself the Environment and sustainability advisory committee and the Environment Department are key stakeholders for future development of a LoT.

Sustainability Victoria
Established under the Sustainability Victoria Act 2005, Sustainability Victoria are a statutory authority with a board appointed by the Minister for Energy, Environment and Climate Change. Sustainability Victoria also have obligations under the Environment Protection Act 1970 for state-wide waste management strategy and planning. They are a key stakeholder having provided a grant to cover a feasibility analysis through the Circular Economy Councils Fund. Future options include a further grant through the Circular Economy Councils Fund, and also through the Circular Economy Communities Fund open to local community groups.

Hurstbridge Community Hub
The Hub offers a range of different services and facilities including:

- Multifunctional Rooms for Hire
- A community lounge
- Community Programs
- Maternal & Child Health
- Long Day Care
- Yarra Plenty Regional Library
- Allied Health Services

The Hurstbridge Hub is open Monday to Friday 8.30am – 5pm, and is a key stakeholder for potential co-location and also marketing and promotion of a future LoT.

Allwood Neighbourhood House
The Neighbourhood House offers Hurstbridge residents the following:

- Health and well-being activities
- Support groups
- Art and creativity
- Music
- Community events
- Garden

The Neighbourhood House is open Tuesday to Friday 9.30am – 3:30pm, and is a key stakeholder for potential co-location and also marketing and promotion of a future LoT.

[Hurstbridge Men’s Shed]
Located within a space at the Hurstbridge basketball stadium within the Hurstbridge Community Hub precinct, the Men’s Shed provides woodworking and socialising for members each Wednesday. It is anticipated the Men’s Shed will be relocated to an alternative site within the precinct. The Men's Shed have also offered to help with selection of items for a LoT and the maintenance of equipment and items.

Hurstbridge Traders Association
Represents the interests of Hurstbridge Village with an aim to increase tourism and local business. Potential source of ‘things’ for the LoT and local marketing and communications.

Hurstbridge Hall
Local space for hire owned by the Nillumbik Council. Potential co-location stakeholder.

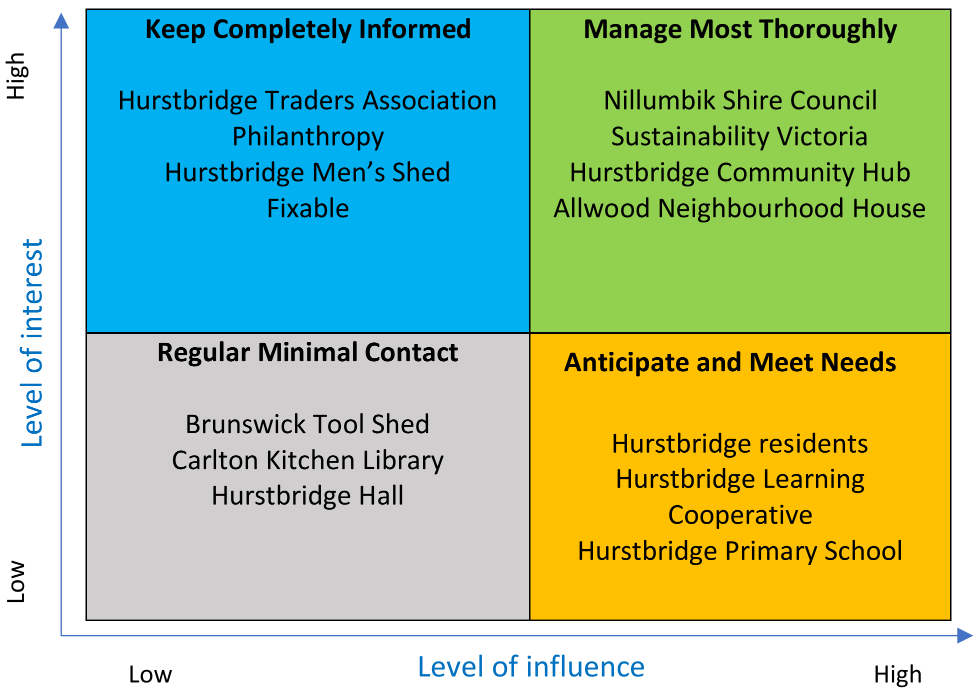
Hurstbridge Learning Cooperative
A small, independent, progressive primary school situated with a focus on flexible child centred, play based, outdoor learning to enable children to develop the creative critical thinking skills and resilience they need for a happy, healthy future. The school offers the potential for educating students about the purpose and place for a LoT within the circular economy.

Hurstbridge Primary School
Local school with potential for educating students about the purpose and place for a LoT with the circular economy.

Brunswick Tool Library and Carlton Kitchen Library
Melbourne based LoT equivalents. Potential external collaboration partners/stakeholders.

Fixable
Fixable is a free online platform to make repair and reuse easy and accessible for people everywhere. Potential partner for both repairs and maintenance and possible source of ‘things’.

Stakeholder Map



Key trading (operational) issues

Legal entity (governance)

A Lot in Hurstbridge would be operated by SHIFT. SHIFT is currently a not-for-profit incorporated association registered with Consumer Affairs Victoria. Within the Australian context the most common not-for-profit legal entities are incorporated associations (State registration), a limited liability company (ASIC registered) or a charity (ACNC registered). A less common option is that of a cooperative where members of the cooperative fund the project and also equally share in any financial surpluses to recover costs.

Consideration of whether an incorporated association or a limited liability company precedes consideration of becoming a registered charity. Each entity has its pros and cons and the requirements and obligations vary. Appendix 4 provides a summary of the differences between Incorporated Associations and Companies Limited by Guarantee. The summary gives a brief insight into, amongst other things, the legal structure, trading ability and costs associated with each entity.

Depending on the future development of SHIFT, an initial review of both entities suggests that to operate a LoT in Hurstbridge, an Incorporated Association is a suitable legal entity to deliver the project.

Consideration may be given to becoming a limited liability company in the event SHIFT's growth and future projects would benefit from registration as a charity with the ACNC. This process requires considerable lead time and results in a more regulated governance structure than that of an Incorporated Association.

Location

Co-location

Research to date indicates that there are no LoTs (or equivalents) that operate out of a 'stand-alone' location. The vast majority of LoTs are co-located with or within the premises of a host organisation. Host organisations can include traditional libraries, community centres, neighbourhood houses, circular economy precincts, green retail outlets and social enterprise hubs.

Co-location provides opportunity to share resources, access customers connected to the host organisation, decrease leasing costs, operating costs and security costs, and embeds the LoT within a range of associated and complementary activities.

There are two local opportunities for co-location – the Hurstbridge Community Hub and/or Allwood Neighbourhood House. Either option would provide a local community focused premises with a suitable co-location space for a LoT.

Suitable space to store and operate from

LoT's operate out of a variety of different spaces, the size of which directly relates to the size of the 'things' in the library, the overall lay-out and the use of floor to ceiling space (shelving). The Brunswick Tool Library operates out of a space of 72 square meters. The Sydney Library of Things operates out of a space of 28 square meters. The former with more space provides access for borrowers, the latter with smaller space does not provide access for borrowers, being fully taken up with the storage of things.

Dependent on the number and size of the 'things' offered for hire at the Hurstbridge LoT, and the maximum use of floor to ceiling space, it can be estimated that the minimum space required is 25 – 30 square meters, an optimal space 30 – 50 square meters and a larger space 50 – 70 square meters.

Health and safety requirements need to ensure that access to items stored on the higher levels of shelfing are the least heavy of 'things' and access via a step-ladder or similar complies with health and safety regulations. Lockers also offer a suitable space to store items, and if safely located outside a LoT offer the option of pick up and drop off outside opening hours.

Accessible space for pick up and returns

An essential aspect of operating a LoT is access and egress for borrowers. In high urban density contexts like London access and egress is by foot, with the London Library of Things offering a subsided 'zip' car (taxi) for borrowers who hire larger or heavier items.

In the context of Hurstbridge access will rarely by foot – the majority of borrowers using a vehicle to collect and return items. This requires easy car access, short-term parking options close to the LoT, and easy egress from the LoT.

Both the Hurstbridge Community Hub and the Allwood Neighbourhood House provide suitable access and egress and short-term parking for potential Hurstbridge borrowers using a LoT.

People & culture

Staff and volunteer mix

Human resourcing – people – are an essential component of delivering a reliable and consistent LoT. Central to any new project or initiative is a 'project champion(s)' who provides the energy and oversight to set up and operate the project, and along with others, generates the 'organisational culture' both internally and externally. A critical consideration is the mix of paid staff and volunteers.

While volunteering makes an enormous contribution to many not-for-profit and other community based organisations and projects, the experience of the author of this analysis is that fully volunteer led initiatives face significant challenges when it comes to delivering a reliable and consistent project, compared with a project with paid staff or a mix of paid staff and volunteers. The majority of volunteer-led LoTs have more limited opening hours which reduces the volumes of things being borrowed. The number of paid or unpaid people engaged in delivering and operating a LoT will vary depending on size.

The combined experience of other LoTs is captured in several on-line publications on how to commence a LoT, including the following from Shareable: *We typically recommend a core team of two to seven people so you're not doing everything yourself, and you have a variety of skills on the team. Useful skills to have include project management, bookkeeping, and finance, fundraising, legal, marketing, design and technology. These are really similar skills needed to start any organization or business. Team members with management (retail, volunteer management if you're a non-profit, etc.) skills, and also skills to maintain and repair the items in your Library of Things can be extremely useful.*

A challenge for SHIFT will be how to find the financial resources required to employ a staff member to operate the LoT – initially part-time but with a view to expanding the LoT to ensure as many opening hours are available for borrowers to use the library. Several options could be explored to overcome or ameliorate this challenge.

- Partnership agencies that provide work experience or traineeships for pole facing challenges in the labour market – for example the Araluen Centre Hurstbridge;
- Secondment of a staff member from Nillumbik Council or a relevant NFP or social enterprise in the environment/green economy space (for example a Green Collect);
- Sharing of staff if co-located within a larger organisation for agreed to times to open the library (for example Hurstbridge Community Hub);
- Use of volunteers on a coordinated basis with enough volunteers to cover backfill and sudden changes in volunteers available (Brunswick Tool Library operates with 30 volunteers on a roster with two permanent volunteers available for all opening hours).

Training & induction

Training and induction of new volunteers, employees, trainees or people on work experience is important to ensure people are 'all the same page' and understand and embrace the ethos and culture of a potential LoT at Hurstbridge. An operations manual outlining daily procedures with an introduction to the purpose and mission of SHIFT and a LoT is recommended. This should also include health and safety training and a basic introduction to how the 'things' in the library operate and some simple trouble shooting hints. Given the nature of face-to-face interaction at a LoT, customer service training has also proven to be beneficial. Regular monthly updates for all the paid or unpaid staff is also recommended.

Opening hours

Appendix 2 identifies the opening hours for three Australian based LoTs or equivalents and the Library of Things London. Opening hours align with the availability of staff & volunteers, or with the level of technology/automation in place in the LoT.

A simple rule of thumb applies to all opening hours for an activity that provides any service or product for external customers/users. Unless you are fully automated or share staff with a collocated organisation, the more limited your opening hours, the less borrowers will have access to the LoT and the less income from trade you will enjoy.

As the London Library of Things demonstrates, automation and paid staff provide maximum daily access to LoTs across London co-located within other community based or similar organisations. The Carlton Kitchen Library on the other hand - volunteer dependent – has only two hours each week when it is open for borrowers to use the library.

Unreliable opening hours will lead to customer fatigue and loss of trust and potentially less usage of the library. Opening hours need to reflect borrower/community need and demand and be 'customer focused', not reliant on volunteer availability if that is precarious. It is recommended that a LoT at Hurstbridge maximises access to borrowers based on resources available and local need and demand, and that opening hours are consistent and reliable for borrowers.

Insurances & liability

In Victoria community organisations generally require the following insurance cover, depending on their circumstances:

- Public liability insurance
- Professional indemnity insurance
- Employers' liability insurance (WorkCover)
- Volunteer insurance (personal accident)
- Property and vehicle insurance
- Trustee liability insurance
- Business interruption insurance

In Victoria, there is legislation that protects volunteers from personal liability if something goes wrong while they are carrying out their agreed volunteering duties (s 37 and s 38 of the Wrongs Act 1958 (Vic)). Responsibility for the volunteer's action usually passes to the community organisation. While there can be exceptions (e.g. if the volunteer is under the influence, if their actions are criminal, or if they act without approval) in most cases what volunteers do will be the responsibility (and liability) of the community organisation.

Additionally, one of the most recurrent concerns for a LoT is how liability is managed specifically when it comes to a borrower's use of a 'thing' off-site from the LoT premises. Appendix 5 provides examples of liability waivers or similar currently used in the Australian context. These examples are not a substitute for legal advice. They will, however, provide an overview of what other LoT's have in place after consulting their own lawyers, from which a liability waiver can be developed for a potential Lot in Hurstbridge. It must be non-negotiable for all library users to sign and date a liability waiver or similar agreement prior to an item being available to borrow.

Membership agreements & borrowing rules

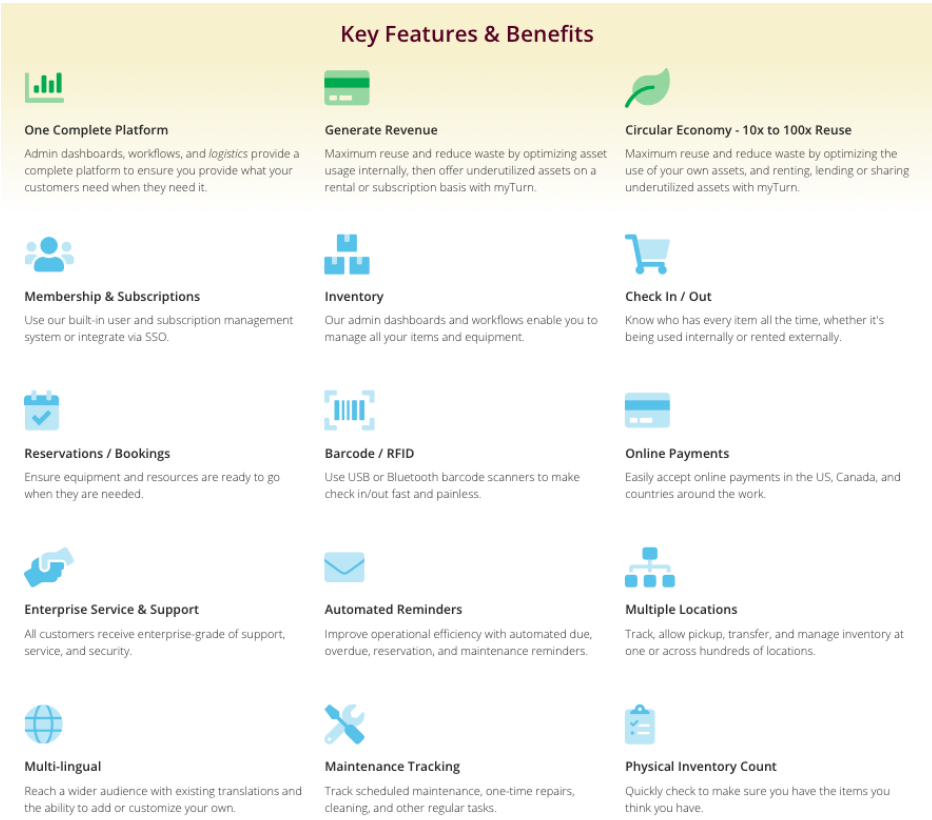
All LoTs have developed membership agreements and/or borrowing rules that must be signed and processed prior to any borrower using the library. These agreement/rules identify the terms and conditions of the loan, and are essential to ensuring that new members understand what their obligations are as borrowers from the library. Included in the agreement/rules is the lability waiver. It is recommended that the latter require an additional signature to the agreement/rules in general. Appendix 6 provides examples of membership agreements and borrowing rules from which a similar document can be developed for a LoT at Hurstbridge.

Technology

The level of technology and automation used by a LoT at Hurstbridge will be determined by the choice of operating model. Minimum requirements however will be a website and a software package that allows for on-line booking/reservation, hire agreement and payment for library items. The minimum requirement for any software is that online access is user-friendly, it is not difficult for borrowers to borrow and the portal can act like a 'one-stop shop'.

The most commonly used software in Australia and internationally is MyTurn an online platform that makes it easy for anyone to start and manage a LoT. The platform is used by over 130 tool, kitchen, and other community lending libraries, as well as hundreds of non-profits, universities, municipalities, and enterprises. MyTurn is available for fee to LoT's with under 200 members. Less well known is the software platform Lend Engine built to assist community organisations that lend things. Both offer a 30-day free trial after which a variety of subscription fees are offered depending on size and volumes processed by a LoT.

The key features and benefits if using an online software package like MyTurn are identified below.



Inventory management

The acquisition, storage and tracking of ‘things’ available for borrowing in the library requires cataloguing and inventory management. Management of inventory allows for accurate tracking of an item’s availability, it’s loan status and age and maintenance record.

Cataloguing

Depending on the size of the library a manual catalogue system can be used, including engraving an identification system onto each item. Preferable is to use an electronic catalogue system, for example an RFID, Barcode or QR code solution from the commencement of the LoT. A catalogue of ‘things’ at commencement is a critical management tool to have in place for a potential LoT at Hurstbridge.

Maintenance

The maintenance of library inventory and the associated cost is also a critical management issue for the operation of a LoT. Items either purchased (some may come with a warranty) or accepted as donations need to be considered in terms of ongoing general maintenance (separate to repair costs). A rule of thumb across LoTs and equivalents is that the maintenance costs for a basic collection of different items should be budgeting at 10% of the entire collection’s value.

Repair

While some ‘things’ will require professional repair services, and others may be covered by a warranty if purchased new, a potential a LoT in Hurstbridge will benefit from the existing Repair Café operated by SHIFT. This may also reduce maintenance costs.

Getting things back
It is recommended a LoT use both receipts (electronic or printed) and reminders (electronic) to remind borrowers when their tools are due back. MyTurn software provides for automated reminders, sent before items be are due back. Monitoring returns will be a key operating and inventory management issue for a potential LoT in Hurstbridge. The non-return of any item removes it from the library and reduces other borrowers access to that item.

Late fees
Many LoTs charge a small late fee – some as low as $1 per day. Late fees if applied should be an incentive for borrowers to return the item on time, and levied at a rate that makes it a disincentive to hold onto the item. For those that do charge higher late fees, the penalty can range from $1 per day to $10 per week or more. Alternatively, the late fee charged could be levied at the rate at which the item would be paid for at hire. For a LoT to operate at least at break even or as close as possible to break the non-return of an item needs to be carefully managed.

Inventory recovery & write-offs
If an item is not returned then a borrower's rights to borrow need to be terminated. Items that can no longer be recovered should be written off, and removed from the inventory listings and, if accounting keeps track of the value of total assets, management accounts will need to reflect this loss.

SWOT analysis

The following SWOT analysis identifies SHIFT's internal strengths and weaknesses, and external opportunities, and threats relevant to the delivery of a LoT in Hurstbridge. The SWOT provides an opportunity to identify where SHIFT is well placed to deliver at LoT, where it requires further assistance and how it can minimize risks.

Strengths (internal) ▪ high motivation and interest from all SHIFT members ▪ strong group knowledge and skills across community development, climate action, and environmental activities ▪ already run existing projects that feed into and draw from a LoT (repair cafe, skills workshops, other sharing resources) ▪ solid existing networks with potential collaborators/partners/supporters, and community members	**Weaknesses** (internal) ▪ limited resources to staff a LoT (would need external staff/volunteers) ▪ few examples of existing Victorian LoTs to draw on for advice/resources ▪ no existing capital/group funding for a Lot need to procure all start-up costs
Opportunities (external) ▪ alignment with Nillumbik Council's Environment & Sustainability Policies ▪ no other LoT in the Shire ▪ profile of Hurstbridge community and openness to 'green' initiatives ▪ Education & advocacy to address climate and sustainability through a practical project.	**Threats** (external) ▪ low density dwellings in Hurstbridge reduce need for storage of things ▪ high affluence may reduce need to borrow ▪ no suitable co-location opportunity identified ▪ local traders who may have sales of new items reduced

Risk analysis and mitigation strategy

Risk analysis

Description	Risk Category	Risk Level
Failure to secure start-up funds to cover capital costs	Financial	Critical
Failure to generate revenue to cover operating costs	Financial	Major
Failure to find a suitable location (co-location)	Strategic	Possible
Poor relationship management with key stakeholders	Strategic	Unlikely
Inadequate mix of staff and volunteers reduce opening hours	Human Resources	
Lack of quality 'things' in the library	Operational	Possible
Poor inventory management	Operational	Possible
Inadequate insurance cover	Financial	Critical
Inadequate technology	Operational	Possible
Inadequate health & safety policy/procedures	OH&S	Possible
Vandalism & theft	Operational	Unlikely
Breach of laws and regulations	Legal	Unlikely

Consequence

Financial Consequence guide	
Critical	Severe budget variance – recovery not manageable
Major	Significant budget variance, recovery manageable
Moderate	Between 10-15% budget variance, recovery manageable within the period
Minor	Up to 10% budget variance – immaterial impact
Insignificant	Small variance to budget – no consequence

Likelihood guide	
Almost Certain	likely to occur in the next year, > 90% probability
Likely	likely to occur within 1 - 2 years 50% - 90% probability
Possible	may occur within 2 - 5 years 20% - 50% probability
Unlikely	may occur within 5 - 10 years, 10% - 20% probability
Rare	only likely to occur once in 10 years, < 10% probability

Mitigation strategies

Risk Description	Mitigation strategies
Failure to secure start-up funds to cover capital costs	Rigorous fundraising strategy, relationship management and lead time with key government and philanthropy to secure start-up grants.
Failure to generate revenue to cover operating costs	Rigorous identification of all operating costs. Rigorous identification of revenue required to break even or better. Identify optimal mix of revenue from memberships and/or individual item hire fee Establish a strong marketing & promotions plan

	Provide an affordable quality library service
Failure to find a suitable location (co-location)	Review all existing facilities in Hurstbridge to check suitability for co-location. Engage Nillumbik Council for use the current men's Shed at the Hurstbridge Community hub as the optimal co-location.
Poor relationship management with key stakeholders	Utilize stakeholder mapping to identify key stakeholders. Implement individual stakeholder relationship management plans. Review annually.
Inadequate mix of staff and volunteers reduce opening hours	Implement recruitment program for volunteers (30 volunteers optimal). Allocate a volunteer coordinator. Implement volunteer agreements and training. Design flexible shift plans with stand-by back fill. Partner with other community organizations, NFPs and charities to explore staff secondment options, traineeships and work place experience. Increase revenue from all sources to employ a part-time SHIFT employee to manage the LoT.
Lack of quality 'things' in the library	Manage quality assurance of donations with a minimum standard threshold. Purchase quality new items with warranty when required.
Poor inventory management	Implement a library catalogue. Implement a late return policy/agreement. Implement a maintenance and repair schedule. Ensure all items are inspected both prior to loan and on return to agree on condition of items.
Inadequate insurance cover	Ensure currency of all required insurances prior to opening. Implement an appropriate borrower's waiver agreement and ensure all borrowers sign waiver upon joining or borrowing.
Inadequate technology	Ensure the best possible affordable technology is in place prior to opening. Ensure costs of adequate technology are included in start-up costs and fundraising.
Inadequate health & safety policy/procedures	Implement appropriate policies for all staff and volunteers Provide user manuals and safe handling guides Offer workshops for safe handling and use
Vandalism & theft	Ensure co-location site includes security systems and CCTV.

Marketing and promotions

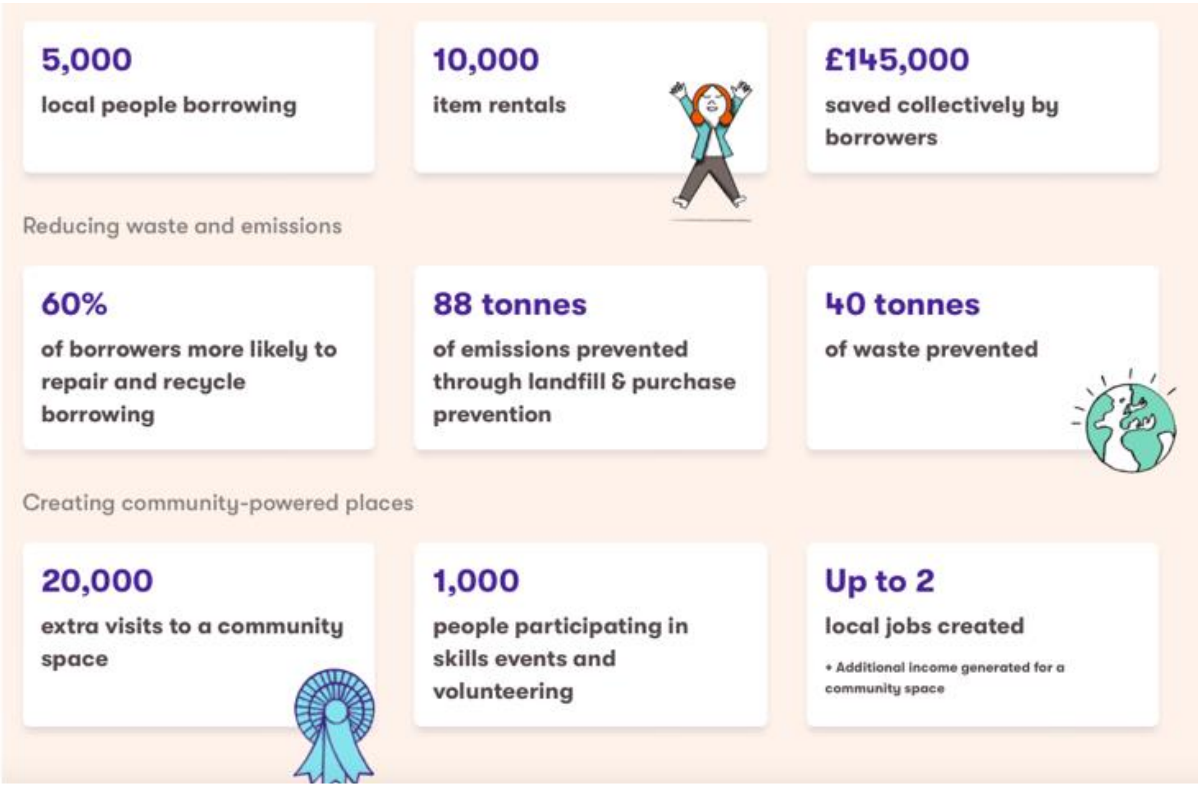
Should the proposed LoT be developed and become operational it will be critical to ensure there is a comprehensive marketing plan will be developed as part of the next phase of the project. It will include:

- **Social media:** building on online audience (that translates into offline customers) through Facebook, Twitter, YouTube, Instagram and any local relevant on-line groups.
- **Partnerships and cross-promotion:** collaborations and partnerships with like-minded organisations access to a broad range of potential library users through cross-promotion.
- **Events:** engage with selected events and relevant existing activities (Repair Café), workshops on use of 'things', and community events promoted through online networks to broaden awareness of the LoT.
- **PR:** pitch the purpose of the LoT and what it offers in the environmental space to local media outlets (both online and offline) in the lead-up to the launch of the library and post-launch with stories featuring local users and how they benefit from the LoT.
- **Launch:** generate a significant launch event with relevant local stakeholder engagement and community support (and if plausible a high-profile advocate for the circular economy).

The marketing and communications strategy will identify and agree on consistent key messages to promote usage of the LoT. Examples of key messages currently in use include the following.

WHY BORROW?

Key message: empowering people to live sustainable lives, affordably



(Library of Things London)

Key Message: Save Money
Our items can be as much as £800 to buy new. Our drills and carpet cleaners cost £300, so by borrowing for around £20 a week, you could save around £260, if you only borrow it once or twice a year.
Key Message: Save Space
Ever got frustrated by the fact that your juicer you use once in a blue moon, takes up so much space? Or trying to fit your lawnmower back in the shed every year? By borrowing instead of buying, these kinds of items are a great way to save space in your home!
Connect to your Community
SHARE does so much more than lend people drills, tents and disco lights. Many of our items are kindly donated by the Frome community and we have a wonderful team of volunteers who help out in the shop and repair our items. Being a member of SHARE Frome, whether a regular borrower, volunteer or supporter gives people a sense of belonging and pride about what we're achieving together.
(SHARE:Frome Library of Things)

Ensuring key messages are consistent and relevant to the potential local customer/library user base will a critical success factor prior to launch and ongoing when operational.

Financial implications

Capital costs

Assumptions

- The potential LoT at Hurstbridge will be co-located within an existing community focused premises.
- Any major infrastructure costs required to co-locate a LoT would be met by the premises owner
- Capital costs will be funded through income from grants.
- The following budget is based on minimal requirements at start-up.

Item	**Cost**
Fit-out	10,000
IT- laptop, phone, printer	1,800
Library Things (new)	8,000
Total	**19,800**

Operating costs

Three scenarios are identified for consideration. An assumption across all scenarios is that a Hurstbridge LoT will be co-located within an existing community premises. The Hurstbridge Community Hub and the Allwood Neighbourhood House have been identified as suitable co-locations for a future LoT in Hurstbridge.

Scenario 1: Co-location local community premises+ 0.6 Start-up Coordinator Year 1

Scenario 1: Co-location local community premises+ 0.6 Start-up Coordinator		**Notes**
Employment costs (+on-costs)	57,600.00	3 days per week $80,000 pro rata + 20% on-costs
Lease	200.00	Based on standard community rental fee Nillumbik Council
Operational costs/utilities	-	Based on co-location subsidy
Office supplies	1,000.00	
Printing, postage & stationery	500.00	
Advertising/Marketing	1,000.00	
Equipment/Furniture purchase<500	250.00	
Maintenance of 'things'	5,000.00	Blades, bits, parts, oils, fuel, chains etc.
Test & Tag	1,000.00	Covers all donated items
Accountancy	-	Based on using current SHIFT accountancy
Legal fees	500.00	Contingency in case of disputed liability claim
Telephone/Mobile	360.00	
Internet/IT	1,150.00	
Computer software	-	Based on using MyTurn
Website design/upkeep	500.00	
Insurances	3,000.00	Estimate based on current LoT costs in Australia
Business Registration/Licence fees	-	Assumes nil if operated from a Nillumbik council site
Bank Charges	-	Assumes nil for a NFP Association
Expenses - travel	500.00	Allows for some reimbursement of any delivery costs
Total	**72,560.00**	

Scenario 2: Co-location local community premises+ 0.2 Start-up Coordinator Year 1

Scenario 2: Co-location local community premises+ 0.2 Start-up Coordinator		**Notes**
Employment costs (+on-costs)	19,200.00	1 day per week $80,000 pro rata + 20% on-costs
Lease	200.00	Based on standard community rental fee Nillumbik Council
Operational costs/utilities	-	Based on co-location subsidy
Office supplies	750.00	
Printing, postage & stationery	500.00	
Advertising/Marketing	1,000.00	
Equipment/Furniture purchase<500	250.00	
Maintenance of 'things'	5,000.00	Blades, bits, parts, oils, fuel, chains etc.
Test & Tag	1,000.00	Covers all donated items
Accountancy	-	Based on using current SHIFT accountancy
Legal fees	500.00	Contingency in case of disputed liability claim
Telephone/Mobile	360.00	
Internet/IT	1,150.00	
Computer software	-	Based on using MyTurn
Website design/upkeep	500.00	
Insurances	3,000.00	Estimate based on current LoT costs in Australia
Business Registration/Licence fees	-	Assumes nil if operated from a Nillumbik council site
Bank Charges	-	Assumes nil for a NFP Association
Expenses - travel	250.00	Allows for some reimbursement of any delivery costs
Total	**33,660.00**	

Scenario 3: Co-location local community premises + Volunteers only + Lean operating expenses

Scenario 3: Co-location local community premises + Volunteers only + Lean operating expenses		**Notes**
Employment costs (+on-costs)	-	
Lease	200.00	Based on standard community rental fee Nillumbik Council
Operational costs/utilities	0	Based on co-location subsidy
Office supplies	300.00	
Printing, postage & stationery	500.00	
Advertising/Marketing	500.00	
Equipment/Furniture purchase<500	-	
Maintenance of 'things'	5,000.00	Blades, bits, parts, oils, fuel, chains etc.
Test & Tag	1,000.00	Covers all donated items
Accountancy	-	Based on using current SHIFT accountancy
Legal fees	500.00	Contingency in case of disputed liability claim
Telephone/Mobile	360.00	
Internet/IT	1,150.00	
Computer software	-	Based on using MyTurn
Website design/upkeep	-	No separate website- page only on SHIFT website
Insurances	3,000.00	Estimate based on current LoT costs in Australia
Business Registration/Licence fees	-	Assumes nil if operated from a Nillumbik council site
Bank Charges	-	Assumes nil for a NFP Association
Expenses - travel	100.00	Allows for some reimbursement of any delivery costs
Total	**12,610.00**	

Revenue

Income from trade

Three revenue models were identified for analysis.

1. Membership only

Membership type

- full-year
- Full-year concession
- 6-monthly
- 6-monthly concession
- only members can borrow; members have unlimited borrowing rights.

2. Hire only

- No membership fee or up-front cost to customer
- Disincentive to pay up front removed for customers who are not sure how many items they would use
- Pay as you use
- Open to individuals and organisations.

3. Hybrid: combination of membership and individual non-membership hire

Membership fee + discounted hire fee (good for those who know they will use the library regularly)
Full-price for non-members (good for those who are unsure how often they will use the library and don't want an up-front fee)

All models accommodate promotional options to increase use, for example, the more you hire the cheaper it is; bulk hire packages for larger events.

The revenue scenarios below focused on achieving a break-even outcome identified that:

1. The hire only model is not viable as a stand alone revenue stream, and would change the nature of the LoT to operate more along the lines of any hire company currently in the market place.
2. The memberhsip only model potentially limits the use of the library by non-members, or those who want to test the idea on a one-off or irregualr basis.
3. The hybrid model attempts to maximise the number of members while also providing the opportuntity for a non-member borrower to 'test' the LoT prior to becomng a member. The price to hire as a non-member needs to be set at a substantial rate (between 25 and 50 %) higher than the price to hire for members.

Income from grants and other activties

Grant funding – even modest grants – increase the financial viability of the LoT providing opportunities to increase opening hours, employ staff and generate more borrowers. A primary source of grants in 2023 (subject to Round 3 being announced) are the Circular Economy Council Grants ($80K-$250K) and the Circular Economy Community Grants ($25K-$250K) through Sustainability Victoria.

In addition to grant income from Government sources, research into how existing LoTs generate income in addition to that from customers/borrowers include the following:

- Events
- Workshops
- Merchandise
- Crowdsourcing
- Sale of parts/metal/reusable parts of out-of-use items
- Donations
- Late fees

While not taken into account in the scenarios below, these additional revenue generating activities could increase the income available to operate and scale-up a LoT and should be considered from commencement.

Revenue scenarios

Revenue required to achieve break-even for the three operating scenarios identified above are considered below. Note if a minimum grant was received from Sustainability Victoria of $80k, then all scenarios would move into better than break-even.

Scenario 1: Revenue required to break even: $72,560

Four revenue streams are considered

1. Grants
2. Membership Fees only
3. Hire fees Only
4. Hybrid: Membership fees and one-off hires

Options 1, 2 and 3 as stand-alone revenue streams are not viable in this scenario. It is unlikely that the LoT would attract 800 members. Option 4 introduces grants as a revenue stream. Any increase in grant income reduces the numbers of members and non-member hires to break-even. Option 4 becomes the most feasible with 160 members – an achievable number given survey results and Hurstbridge population.

Scenario 1: Co-location local community premises + 0.6 Start-up Coordinator	**Option 1**		**Option 2**		**Option 3**		**Option 4**	
Grants								
Grants (government)							55,000.00	
Grants (philanthropic)							5,000.00	
							60,000.00	
Membership fees only								
$85 full-year	35,190.00	414 members						
$60 concession	14,100.00	235 members						
$50/6-monthly	14,000.00	280 members						
$36/6-monthly	7,056.00	196 members						
	70,346.00	1,125 members						
Hire Only Model								
Hire (individuals)			45,500.00	70 things@$25x26 weeks				
Hire (organisations)			24,700.00	38 things@$25x26weeks				
			70,200.00					
Hybrid								
Membership fees								
$85 full-year					34,000.00	400 members	6,800.00	80 members
$60 concession					6,000.00	100 members	1,800.00	30 members
$50/6-monthly					10,000.00	200 members	1,500.00	30 members
$36/6-monthly					3,600.00	100 members	720.00	20 members
Hire						800 members		160 members
Hire (individuals)					10,000.00	ball-park	1,500.00	ball-park
Hire (organisations)					10,000.00	ball-park	1,000.00	ball-park
					73,600.00		**73,320.00**	

Scenario 2: Revenue required to break even: $33,660

Three revenue streams are considered

1. Grants
2. Membership Fees only
3. Hybrid: Membership fees and one-off hires

Option 1 is the most challenging with a membership of 450 across the four membership types. Option 2 with the addition of non-member hires reduces membership to 400. Option 3 becomes the most feasible with revenue from160 members, individual on-off hires and grant income.

Scenario 2: Co-location local community premises + 0.2 Start-up Coordinator	**Option 1**		**Option 2**		**Option 3**	
Grants (government)					20,000.00	
Grants (philanthropic)					3,000.00	
					23,000.00	
Membership fees only	18,700.00	220 members				
$85 full-year	6,000.00	100 members				
$60 concession	5,000.00	100 members				
$50/6-monthly	1,800.00	50 members				
$36/6-monthly	**31,500.00**	450 members				
Hybrid						
Membership fees						
$85 full-year			17,000.00	200 members	6,800.00	80 members
$60 concession			3,000.00	50 members	1,800.00	30 members
$50/6-monthly			5,000.00	100 members	1,500.00	30 members
$36/6-monthly			3,600.00	50 members	720.00	20 members
Hire				400 members		160 members
Hire (individuals)			2,500.00	ball-park	1,500.00	ball-park
Hire (organisations)			2,500.00	ball-park	1,000.00	ball-park
			33,600.00		**36,320.00**	

Scenario 3: Revenue required to break even: $12,610.00

The 'hybrid' revenue stream only is considered with a combination of income from 160 members, a small amount of income from individual on-off hires without any grant income.

Scenario 3: Co-location local community premises + Volunteers only + Lean operating expenses		
Hybrid		
Membership fees		
$85 full-year	6,800.00	80 members
$60 concession	1,800.00	30 members
$50/6-monthly	1,500.00	30 members
$36/6-monthly	720.00	20 members
Hire		160 members
Hire (individuals)	1,500.00	ball-park
Hire (organisations)	1,000.00	ball-park
	13,320.00	

Recommendation

That, on the basis if this Feasibility Analysis, Nillumbik Council take the necessary next steps to implement and deliver in partnership with SHIFT, a Library of Things in Hurstbridge.

Resources

Selected resources (amongst others) have informed this feasibility analysis and will further inform and add value to the next steps in the implementation and development of Hurst bridge LoT.

All Environmental Concepts, 2022, *Sharing Shed Feasibility Study*, Wyndham City Council & Sustainability Victoria

Michele Fisher & Elena Pereyra, March 2018, *The Sharing Shed: a backgrounder and blueprint for a Maribyrnong Shed*, Transition Town Maribyrnong, Maribyrnong City Council

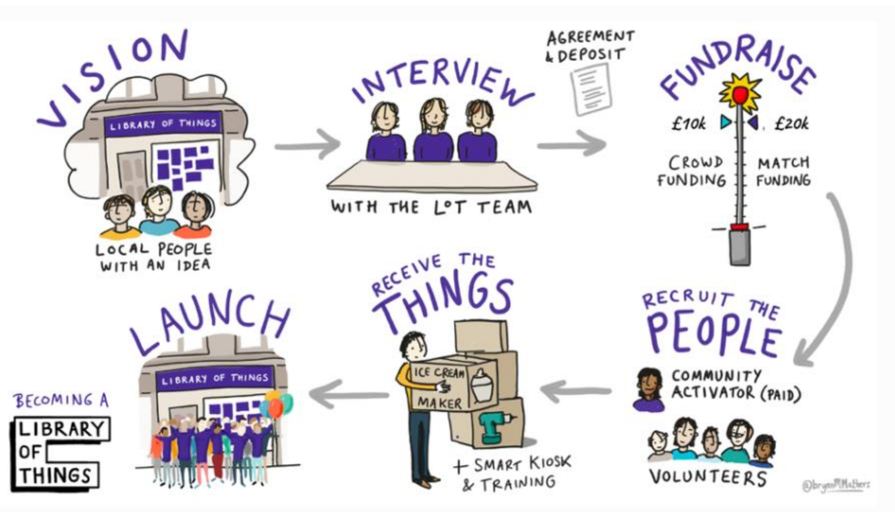
MyTurn, *Resources for Starting a Library of Things or Tool Lending Library*
https://myturn.com/resource/starting-a-tool-library/

Nicole Bray, Convenor, Australian Library of Things Network, *Australian Library of Things Peak Body Discussion Paper*, Contact: alot.peakbody@gmail.com
https://www.facebook.com/groups/1103899006461817

Silva Emily, May 2022, *Libraries of Things: Exploring business model configurations and dominant archetypes*, Thesis for the fulfilment of the Master of Science in Environmental Management and Policy Lund, Sweden,
https://lup.lub.lu.se/luur/download?func=downloadFile&recordOId=9096990&fileOId=9096991

Shareable, *Library of Things: A Cornerstone of the Real Sharing Economy*
https://www.shareable.net/library-of-things-ebook/

Sharestarter, *How to start a tool library or a library of things*
https://sharestarter.org/tools/#



Appendix 1: Measuring social impact

The following is an example of a social impact metric dashboard can be used to track and measure social impact with a baseline opening date of a LoT and agreed to milestones thereafter.

			Measure	Indicator	Data sources	Baseline - Yes/No?	Target	Follow-up - when?	Responsibility	Purpose/ Reporting
	Area in the theory of change	*What changes are you trying to bring about?*	*What are you measuring to assess whether the change occurred?*	*What indicators are you using?*	*How will the indicator be measured and recorded?*	*Measuring the indicator at the project start?*	*What is the target you are trying to achieve?*	*When are you measuring the indicator?*	*Who will collect the information? Where will it be stored?*	*How will the information be used and by whom?*
STRATEGIC METRICS	Theory of change impact areas	Local community making environmentally and socially responsible choices								
		Local people are supported to share knowledge and skills								
	Theory of change outcome areas	Increased waste reduction								
		Increased community participation and collaboration								
OPERATIONAL METRICS	Theory of change output areas	Balance environmental social and economic needs								
		Build local resilience by sharing skills, knowledge and resources								

Appendix 2: Overview of four LoTs and/or equivalents

The Carlton Kitchen Library

The library is operated by Cultivating Community a certified social enterprise and registered charity. The library is open Fridays from 10am to 12pm and is located at 480 Lygon St, Carlton, Victoria. Out of hours items can be picked up and dropped off at the Kathleen Syme Library, 251 Faraday Street Carlton anytime during opening hours.

Revenue

1. Membership fees
- $40/year full-time
- $20/year concession
- $50/year for businesses
- One-off event borrowing: $20
2. Business sponsorship

The library is sponsored annually by different businesses - Carlton Kitchen Library is sponsored from August 2022 - July 2023 by Burwood Brickworks.

Staffing

A mixture of paid staff (Cultivating Community staff member) and volunteers.

Access Options:

1. Membership: online
- Click 'Create Account' on the MyTurn page
- Fill out your contact details
- Read and sign off on our Membership Agreement and Waiver of Liability.
- Select which membership you would like and pay the member fee.

2. Borrowing: online

To borrow: reserve items via website or email peta@cutlivatingcommunity.org.au

You can borrow 5 items at a time for two weeks, and renew your items one time (so you can have an item for a maximum of four weeks) - just email us to renew your items.

3. Pick-up and Returning: in person

10:00am – 12 noon Fridays at 480 Lygon Street (alternative return location at the Kathleen Syme Library daily)

Insurances/managing liability

At membership sign up the following consent to the following are mandatory:

- Membership Agreement
- Waiver of Liability

Library stock

Library items are a mix of items purchased and donated. They provide a list of items still required here: https://tinyurl.com/vmzre8u

Brunswick Tool Library

The library is a volunteer-led non-profit Incorporated Association initiative provides the tools and education needed to repair and care for homes and belongings.

The library is located in the basement at 127 Nicholson St, Brunswick East, Victoria, and is open Monday: 4:00pm-8:00pm, Wednesday 4:00pm-8:00pm and Saturday 10:00am-2:00pm.

Revenue

1. Membership fees
- $85/year general
- $55/year concession
- $50/year/ East Brunswick resident

2. Council sponsorship

The project is financially assisted by the Moreland City Council.

Staffing

Volunteers only.

Access Options

1. Membership: online
- Click 'Sign up' on the MyTurn page
- Fill out your contact details
- Read and sign off on our Deed of Release and Borrowing Rules.
- Select which membership you would like and pay the member fee.

2. Borrowing: online

To borrow: reserve and renew items via website.
You can borrow up to 10 tools at a time for up to a week

3. Pick-up and Returning: in person

4:00pm – 8:00pm Monday & Wednesday, 10:00am-2:00pm Saturday.

Insurances/managing liability

At membership sign up the following consent to the following are mandatory:
- Deed of release
- Borrowing rules

Library stock

Library items are a mix of items purchased and donated. They provide a list of items still required here: https://www.brunswicktoollibrary.org/donate

Sydney Library of Things

The Sydney Library of Things is a not-for-profit Incorporated Association that provides the local community with access to a collection of extremely useful but only occasionally used items that can be loaned out for a short period of time. The library is located at The Coal Loader Centre for Sustainability, 2 Balls Head Road, Waverton, NSW and is open Saturdays 9:00am-12:00pm.

Revenue

1.Membership fees

- $85/year general
- $60/year concession
- $50/6-monthly general
- $36/6-monthly concession
- $30/quarterly general
- $2/quarterly concession

2. Council sponsorship

The library is co-located at The Coal Loader Centre for Sustainability, an activity of the North Sydney Council.

Staffing

Volunteers only

Access Options

1. Membership: online

- Click on **Create Account** on the MyTurn page.
- Fill in your details, agree to terms and conditions and confirm your email address.
- Purchase the right membership for you via our secure Stripe payment gateway.
- Bring in a government-issued photo ID to TSLoT when borrowing.

2. Borrowing: online

To borrow: reserve and renew items via website. Reservations is only complete when you have received a confirmation email. Members can borrow up to 5 items, for a loan period of 2 weeks. Items can be renewed for a further two weeks if they haven't been reserved by others.

3. Pick-up and Returning: in person

9:00am – 12:00pm Saturday.

Managing liability

At membership sign up the following consent to the following are mandatory

- Liability Waiver Form
- Borrowing Terms and Conditions

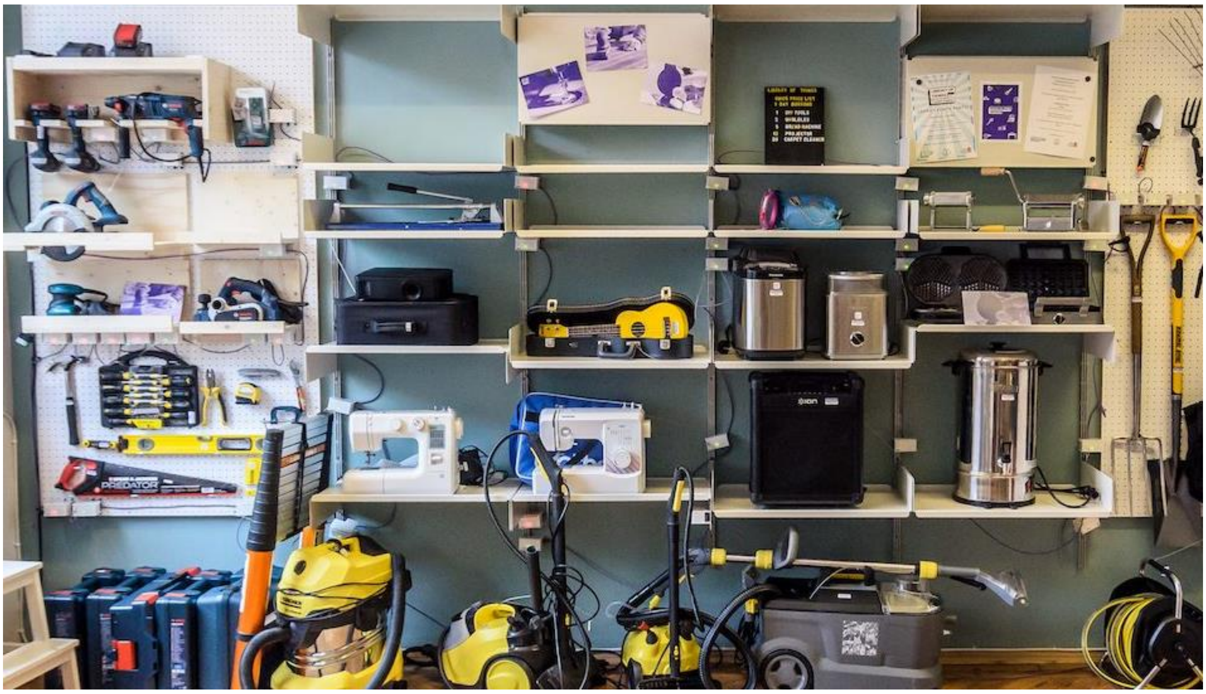
Library stock

Library items are a mix of items purchased and donated. They provide a list of items still required here: https://thesydneylibraryofthings.org.au/donations/

Additional information provided in Interview with Carol Skyring, Co-Founder & President

- Opened in 2020
- Premises owned and fitted out by North Sydney Council
- Rent-free
- Space approximately 25-27 square meters
- Space used only for items – no borrower access

- Governance – 3 founders make up the decision-making body
- Volunteer staff only – 25 active volunteers + 5 maintenance volunteers
- Volunteers have defined tasks – e.g. front-desk, marketing, maintenance,
- 125 members of which 81 members are currently active
- Members can borrow up to 5 items a fortnight
- All items have a 1 week change-over time (for cleaning/maintenance)
- Revenue from memberships + a current small crowdsourcing project ($1700) + community grant Bendigo Bank + grant from a fund via the local member
- Major annual cost is insurance $3000 p.a.
- Library has 197 items of which 196 have been donated
- Mainly over 50s donate
- Major borrower group 30-50 year olds
- Waverton and surrounds mostly high-density housing
- In addition to opening Saturday mornings workshops are run Saturday afternoon on a regular basis
- Most borrowed items – high pressure hose, dehydrator, bread maker
- All borrowing is on-line via My Turn which they access for free to date
- Plans are in place to open a LoT in Lane Cove.



The Library of Things London

Library of Things London is a social enterprise (Community Interest Company) that helps people save money and reduce waste by affordably renting out useful items like drills, sound systems and sewing machines from local spaces – and by helping neighbours share practical skills.

Launched in 2014 in the west Norwood Library, Library of Things London, now operates out of 11 locations in London (Crystal Palace, Morden, Bromley, Woolwich, Sutton, Hackney Wick, Dalston, Barking, Kentish Town, Finsbury Park, Hammersmith) and Brighton & Hove.

Generally, each LoT is open as follows, with variation depending on locality and colocation:
Monday-Thursday: 09:00 - 20:00
Friday: 09:00 - 18:00
Saturday: 09:00 - 17:00
Sunday: 13:00 - 17:00

All LoT's are collocated within an existing community asset (e.g. library, hub) and in some cases retail outlets (e.g. Finsbury Park). The model introduced over time is that of a 'kiosk' within the premises that the LoT is collocated.

Revenue

1. Set-up fees.
   Clients like councils pay up to £40,000 to establish Library of Things in new neighbourhoods.
2. Item rental fees.
   Borrowers pay per day to rent items.
3. Franchise fees.
   Partner libraries pay 20% of item rental revenue to Library of Things London, in exchange for technology, training, products, branding & customer support.
4. Membership
   Membership is optional. Annual membership fees range from $55 to $110. Membership is incentive based – for example the more expensive membership allows you to borrow an item for a longer time and to take out several items simultaneously.
5. Crowdfunding.
   Crowdfunding is a practice where people pledge or invest varying amounts to support a business or project to grow. Through 'equity crowdfunding', shares were sold at. £118 per share. Capital is at risk with no guarantee on return. LoT London raised £370,000 raised from 250+ investors in 2022.

Staffing
21 FTE paid staff. Volunteers are not used.

Access Options
1. Join the LoT London community: online
Fill in your details, agree to terms and conditions and confirm your email address. Once signed up you are eligible to borrow.
2. Borrowing: online
Welcome email introduces potential customer to a range of things that are available in the library by location.
To borrow: reserve and pay for items via website. A pin number (passcode) provided on-line, allows access to a locker within a kiosk for self-serve pick-up and return.

3. Pick-up and Returning: in person
Self- serve kiosks in accessible community spaces, some of which are public libraries. Kiosk opening hours align with the opening hours of the premises within which they are collocated. Pick-up and returns do not require contact with a staff member.

The kiosk itself can look different in different places, and can be configured to any community space. The design is modular, so it can be larger or smaller to fit different spaces, and be moved if the host space needs to use that particular space for other activities. All have community boards, photos, and spaces for the community.

Managing liability

Prior to borrowing a customer is required to sign and consent to Terms of Borrowing. Included in these terms- but not as a separate form is the following regarding liability:
Now for the serious bit. *As a Member, you agree to indemnify and hold harmless Library of Things, 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 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.*

Library stock

Library items are purchased. All items are individually catalogued on-line and each item has an on-line borrowing guide, item description and specifications and hire options – for example see here: https://www.libraryofthings.co.uk/catalogue/borrow-hedge-trimmer-cordless

Appendix 3: LoTs, tool Libraries & equivalents in Australia

Library of Things

- Sydney Library of Things
- Point Cook Library of Things
- City of Swan Library of Things
- Adelaide Library of Things (trial)
- Warrandyte Neighbourhood House Library of Things

Tool Libraries

- Brunswick Tool Library
- Ballarat Tool Library
- Canberra Community Toolbox
- Petersham (Inner West) Tool Library
- Katoomba Tool Library
- Gold Coast Tool Library
- Brisbane Tool Library

Sharing Sheds

- Sharing Shed Melbourne
- Share Shop Newcastle
- Salisbury Sharing Shed (closed)

Kitchen Libraries

- Carlton Kitchen Library

Appendix 4: Comparison incorporated association & company limited by guarantee

	Incorporated Association	Company Limited by Guarantee
The Law	Associations Incorporation Reform Act 2012. The law relating to incorporated associations is state based and each State and Territory has its own legislation. There are equivalent laws in other States and Territories.	The law relating to company(s) limited by guarantee is a federal Act known as the Corporations Act 2001. The law is the same regardless of which state you are in.
Recommended for	• Not-for-Profit (NFP) community groups wanting to operate in Victoria. • Groups with limited capacity to meet reporting obligations. • Groups with limited funds and resources, as costs associated with setting up and running incorporated associations are sometimes (but not always) less than those involved in Company Limited by Guarantee (CLG).	• Organisations wanting to operate nationally or in more than one state or territory. • Larger NFPs, including those that only operate in one state, often use this structure. • Charities registered with the Australian Charities and NFPs Commission (ACNC). CLGs that are charities will only report to the ACNC (not ASIC). • Housing and aged care providers (who must be CLGs). • Wholly owned subsidiary organisations, as only one member is required (but note that three directors are required).
Structure	An incorporated association is a body corporate with a legal personality separate from its members. They are registered and regulated under the Associations Incorporation Reform Act 2012 Incorporated associations are constituted by members and governed by a committee of management (which can also be known as a board of directors). The Act imposes less onerous conditions than the Corporations Act which governs the activities of companies. The Act provides a simple and affordable means of creating a separate legal entity for small, community based groups with limited resources.	A company is a body corporate with a legal personality separate from its members. Companies limited by guarantee are public companies constituted by members and governed by a board of directors. Companies limited by guarantee are registered and regulated under the Corporations Act 2001 (Corporations Act), which is administered by the Australian Securities and Investments Commission. A company's registration is recognised in the whole of Australia.
Legal Status	The association has a legal existence independent of its members. This means that as an entity it may: (a) sue and be sued; (b) acquire, hold and dispose of property; (c) act as a trustee; (d) make contracts and enter into tenancy agreements; (e) have a common seal; (f) receive a bequest or gift from a will; and (g) have perpetual succession. That is, the association will remain in existence	A company limited by guarantee has broad powers equivalent to the legal capacity of an individual and a body corporate (except for the power to issue shares). Registration of a company creates a legal entity separate from its members. This means that, as with an incorporated association, a company may: (a) sue and be sued; (b) acquire, hold and dispose of property; (c) act as a trustee;

	regardless of who is a member until it is disbanded by operation of the law.	(d) make contracts and enter into tenancy agreements; (e) receive a bequest or gift from a will; and (f) have perpetual succession. The company remains in existence until it is disbanded by operation of the law.
Trading Ability	Provided there is no inconsistency with the incorporated association's purposes, an association may trade or be involved in trading activities. However, an association may only trade if that trade is ancillary to the association's purpose. All funds raised by trading must be directed back to furthering the incorporated association's purposes.	Once a company is registered under the Corporations Act it can operate in Australia. A company is entitled to carry on business nationally without having to separately incorporate in each State and Territory or register as an Australian Registered Body. A company may conduct trading activities as a primary purpose. In contrast, an incorporated association may only trade if that trade is ancillary to the association's purpose. Where the company is a not-for-profit company, all funds raised by trading must be directed back to furthering the company's objects.
Office Holders' and Directors Duties and Liabilities	Office holders of incorporated associations are subject to equitable and common law duties. These fiduciary duties require officeholders to: (a) act in good faith in the best interests of the company; (b) act for a proper purpose; and (c) give adequate consideration to decisions and keep discretions unfettered. If they fail in any of these duties, directors may be liable to personally compensate members who suffer loss.	Directors of companies limited by guarantee are subject to the same equitable and common law duties as directors of incorporated associations. These fiduciary duties require directors to: (a) act in good faith in the best interests of the company; (b) act for a proper purpose; and (c) give adequate consideration to decisions and keep discretions unfettered. If they fail in any of these duties, directors may be liable to personally compensate members who suffer loss. In addition, a company limited by guarantee attracts the statutory directors' duties under the Corporations Act.
Winding up and the liability of members	The liability of members of an incorporated association (including members who are committee members) in the event of a winding up is limited to amounts due to the association by way of unpaid subscriptions, joining fees or other amounts payable under the Rules of the association.	"Limited by guarantee" means the liability of the company's members is limited to the amount of the guarantee (that is, the amount a member has agreed to contribute in the event of the company being wound up). The amount of the guarantee is usually specified in the company's constitution and is often fixed at a nominal amount. The guarantee is only called in a winding up situation.
Requirement for Audited	Under the *Associations Incorporation Reform Act 2012* (the Act), an association falls within one of three tiers according to its total	Under the Corporations Act 2001:

<table>
<tr><td>Financial Statement</td><td>revenue (Total revenue refers to the association’s total income from all its activities during its financial year, before deducting any expenses including the cost of goods that it sold).

Tier 1 - less than $250,000
Do not have any additional reporting requirements. They do not need to have their financial statements externally reviewed or audited unless:
their rules state otherwise (audit or review)
a majority of members vote to do so at a general meeting (review only), or
the Registrar of Incorporated Associations directs them to do so.
Financial statements must give a true and fair view of the financial position and performance of the association (cash or accruals accounting permitted).
Tier 2 - $250,000 to $1 million
The financial statements must be reviewed by an independent accountant, in accordance with Auditing Standards on Review Engagements. If the rules of an association state that its financial statements must be audited, the auditor’s report may be submitted, together with the financial statements, to members at the AGM. The association does not also need to have its accounts reviewed by an independent accountant. Financial statements must give a true and fair view of the financial position and performance of the association and be prepared in accordance with Australian Accounting Standards
Tier 3 - more than $1 million.
The financial statements must be audited by an independent auditor in accordance with the Australian Auditing Standards. Financial statements must give a true and fair view of the financial position and performance of the association and be prepared in accordance with Australian Accounting Standards</td><td>Tier 3 Company limited by guarantee with annual (or consolidated) revenue of $1 million or more must have their accounts audited by a registered independent company auditor.
Tier 2 Company limited by guarantee with annual (or consolidated) revenue of less than $1 million must have their accounts ‘reviewed’ by an auditor (lesser standard than full audit).
Tier 1 Company limited by guarantee with revenue (or consolidated revenue if that applies) for the financial year is less than $250,000 are not required to have audited accounts (unless required to do so by members’ direction or ASIC direction).</td></tr>
<tr><td>Profits</td><td>An incorporated association must not secure a profit for its members (or divide a profit among members or distribute profit to members). Profits must be reinvested into the association.</td><td>A company limited by guarantee must not pay a dividend to its members. Generally, companies limited by guarantee must use the word "limited" or the abbreviation "Ltd" in their name, but ASIC may waive this requirement for certain not- for-profit companies. To do so, the company must pursue charitable purposes only and apply its income in promoting those purposes, it must not make distributions</td></tr>
</table>

		to its members or pay fees to its directors.
Costs	The costs associated with an incorporated association in administering an organisation are generally be minor.	The fees associated with compliance obligations under the Corporations Act are generally more than the fees required for the administration of associations. There are also substantial late fees imposed on the notification requirements which are strictly enforced by ASIC.
Obligations to report changes	The association must inform the Consumer Affairs Victoria of any alterations to the Constitution and changes to the personal details of the Public Officer.	The company limited by guarantee needs to notify the Australian Taxation Office of the appointment of the Public Officer.
Incorporation fees	Incorporation is completed through Consumer Affairs Victoria. Initial Incorporation Fee: • $38.20 (model rules) • $221.70 (own rules)	Incorporation is done through ASIC. • Initial Incorporation Fee: $387-$520 • Annual Review Fee: $1,176

Appendix 5: Liability

The following examples of liability management are current for the Carlton Kitchen Library, the Brunswick Tool Library and the Sydney Library of Things and reflect appropriate lability waiver requirements in the Australian context. It appears they are fit for purpose and can be adapted to suit the Hurstbridge LoT (additional legal advice would be prudent).

1. Carlton Kitchen Library

Waiver of Liability, Disclaimer and Indemnification

1. As a member of Carlton Kitchen Library, in consideration of being permitted to borrow kitchen equipment, I acknowledge that I have read, understood and had the opportunity to ask questions regarding this Waiver of Liability, Disclaimer and Indemnification and agree to these as a condition for borrowing kitchen equipment.

2. I state that I, the Member and Borrower, am capable and experienced in using the kitchen equipment I am borrowing from Carlton Kitchen Library, and that it is my sole responsibility to use the kitchen equipment I am borrowing in a proper manner.

3. I acknowledge and agree that use of kitchen equipment borrowed by me may be dangerous and could result in accidents happening and my use of any kitchen equipment is at my own risk. I do agree, on behalf of my successors and assigns, in consideration of being permitted to borrow kitchen equipment, waive any and all claims against Cultivating Community and Carlton Kitchen Library, its officers, agents, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the kitchen equipment that I am borrowing from Carlton Kitchen Library.

4. I agree for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow kitchen equipment, agree to release and indemnify and hold harmless against Cultivating Community and Carlton Kitchen Library, its officers, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of kitchen equipment I am borrowing from the Carlton Kitchen Library. I am aware that Cultivating Community, Carlton Kitchen Library, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any kitchen equipment for any particular use.

5. I affirm that the above information is current, true and correct; that I have read and fully understand the Membership Agreement & Equipment Use Policy of Carlton Kitchen Library; and I understand that failure to comply with any of this agreement may result in revocation of my borrowing privileges and/or legal action against me. I have read and understand the Liability Waiver, relinquishing any and all claims against Cultivating Community, Carlton Kitchen Library, its officers, agents, and employees.

2. Brunswick Tool Library

Deed of Release from Liability

1. I acknowledge that I am over 18 years of age, I am capable and experienced in using the tools I am borrowing from the Brunswick Tool Library Inc ("BTL"), and that I will use the tools I am borrowing in a proper manner.

2. I acknowledge and agree that use of tools borrowed by me may be dangerous and could result in accidents happening. I acknowledge and agree that there is a possibility of an accident causing injury, death or property damage or loss and my use of any BTL tools is at my own risk. I hereby assume, to the extent permitted by law, all risks of loss, damage or injury (including death) which may be sustained by me which is in any way connected with my use or loan of any BTL tools.
3. I acknowledge that the BTL and its officers, committee members, employees, agents, contractors, successors and assignees ("BTL Representatives") will not be liable for any present or future claim, loss, liability, damage, cost or expense (whether arising under statute, from negligence (but excluding gross negligence), personal injury, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done which is in any way connected with my use or loan of any BTL tools. I acknowledge and agree that the BTL and the BTL Representatives do not make any warranty that the tools provided will be fit for the purposes for which they are supplied. I acknowledge that, to the extent that any warranty is implied it is excluded to the full extent permitted by law.
4. I agree to indemnify and keep indemnified the BTL and the BTL Representatives against any present or future claim, loss, liability, damage, cost or expense which may be incurred by the BTL or any or all of the BTL Representatives as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my use or possession of any BTL tools.
5. I acknowledge and agree that a term (or part or parts thereof) of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken, however such terms (or part or parts thereof) are severable and do not invalidate the remaining terms.
6. I affirm that the above information is current, true and correct; that I have also read and fully understand and agree to the Borrowing Rules of the BTL; and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges.

3. The Sydney Library of Things Incorporated (TSLOT)

Liability Waiver

I ______________________ (print name), that in consideration of being able to borrow an item, I make the following covenants, statements and representations:

1. I am over 18 years of age and I have read, understood and agreed to TSLOT Borrowing Terms and Conditions and acknowledge my borrowing rights may be revoked if I do not comply with those terms.

2. I will ensure I am informed about the safe and appropriate use of any item I am borrowing before using it and I will use the item I am borrowing in a safe and proper manner.

3. I agree that I will not:
(a) permit the item to be used by any person who is not, experienced or trained to use the item;
(b) operate or use the item or permit them to be operated or used in violation of law or used to commit a violation of law; and/or
(c) operate, use, maintain or store the item in a manner likely to cause damage to the item.

4. I acknowledge the item may be second hand and may not come with an original instruction manual. I acknowledge and agree that it is my responsibility to inform myself as to the safe and appropriate method of use for the item I borrow and that TSLOT accepts no liability whatsoever for any loss or injury suffered as a result of incorrect or unsafe use of any item I borrow.

5. I acknowledge the risk that use of a borrowed item may be dangerous and could result in accidents happening and I accept, on behalf of myself, my successors and assigns, I will use the item at my own risk and take full responsibility for any loss, damage and/or injury (including death) which may be sustained in any way connected with my use or loan of any TSLOT item. I hereby assume, to the extent permitted by law, all risks of loss, damage or injury (including death) which may be sustained by me which are in any way connected with my use or loan of any TSLOT item.

6. I acknowledge that TSLOT and its officers, committee members, employees, volunteers, agents, contractors, successors and assigns (TSLOT Representatives) do not make any representations or warranties that the item provided will be fit for any purpose for which they could be supplied or used. I accept, on behalf of myself, my successors and assigns, that any representation or warranty, express or implied, is excluded to the full extent permitted by law.

7. I agree that in no event will TSLOT or TSLOT Representatives be liable for:
(a) loss, liability, damage, cost or expense, personal injury, death or infringement of third party rights;
(b) any special, indirect or consequential loss; and/or
(c) damages compromising or resulting from loss of data, business, revenue or profit however caused, to the full extent permitted by the law.

8. I agree, on behalf of myself, my successors and assigns, to indemnify and keep indemnified TSLOT and TSLOT Representatives against any present or future claim, loss, liability, damage, cost or expense which may be incurred by TSLOT or any or all of TSLOT Representatives as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my use or possession of any TSLOT item.

9. The terms of the Liability Wavier are severable and do not invalidate the remaining terms should a term or terms be found to contravene the governing law and jurisdiction.

10. I affirm that the above information is current, true and correct.

Appendix 6: Membership agreements & borrowing rules

The following examples of membership agreements and borrowing rules are current for the Carlton Kitchen Library, the Brunswick Tool Library and the Sydney Library of Things. It appears they are fit for purpose and can be adapted to suit the Hurstbridge LoT (additional legal advice may be prudent).

1. Carlton Kitchen library

Membership Agreement & Equipment Use Policy

Please let us know if you would like this document translated or enlarged.

1. MEMBERSHIP

1.1. You must be age 18 or over to borrow equipment from Carlton Kitchen Library (CKL).

1.2. Prior to borrowing kitchen equipment, you must

a) Complete a Membership Application;

b) Sign the Liability Waiver;

c) Sign this Membership Agreement & Equipment Use Policy; and

d) Have your residence confirmed by a CKL staff member or volunteer. This can be done upon first visit, first delivery or via email.

e) Have your identity verified by a CKL staff member or volunteer. Valid forms of identity include a valid government-issued photo ID and a second form of identification that includes a current address. This can be done upon first visit, first delivery or via email.

2. VOLUNTEER LIBRARY DUTY

2.1. We ask that all Members complete 2 Volunteer Library Duty sessions per year, or pay the $70 duty levy in lieu of volunteering.

2.2. Volunteer Library Duty sessions are 2 hours at the Carlton Kitchen Library and involve helping to clean and sort returned items.

2.3. You can nominate days for your duty sessions via our online sign up web page.

2.4. If volunteering at the Library won't work for you, there are other volunteer duty opportunities, for example helping at events or community meals, volunteering your professional expertise or skills e.g. marketing advice, social media support, tag and testing, graphic design, grant writing, etc.

3. BORROWING AND RETURNING KITCHEN EQUIPMENT

3.1. Each Member may borrow up to 4 items for 2 weeks.

3.2. Kitchen Equipment can only be renewed once, meaning the total borrow period is a maximum of 4 weeks.

3.3. It is your responsibility to return the items you have borrowed thoroughly cleaned and ready for the next person.

3.4. Please ensure that all equipment is used "gently" to avoid scratches or general damage.

3.5. "Day-of return" renewals may be possible; however, Borrowers must be prepared to return all items by the return date. Carlton Kitchen Library may refuse or limit renewals, based on demand.

3.6. Carlton Kitchen Library will be open for Members to borrow and return Kitchen Equipment at the times listed on the website https://carltonkitchenlibrary.myturn.com. These opening hours are subject to change.

3.7. Kitchen Equipment may only be returned during the Carlton Kitchen Library's opening hours.

3.8. All online reservations must be confirmed by a CKL staff member or volunteer.

4. SAFE USE OF KITCHEN EQUIPMENT

4.1. CKL staff and volunteers are available to assist in explaining how each item is to be safely used. However, by borrowing an item, the Member is certifying that they are capable of using that item in a safe and proper manner.

4.2. Only the Member is authorised to use the borrowed Kitchen Equipment. The Member must not allow Kitchen Equipment to be used by any other person unless with written permission from the CKL.

4.3. The Member agrees that if any borrowed Kitchen Equipment becomes unsafe or in a state of disrepair, they must immediately discontinue use of the Kitchen Equipment and notify the Carlton Kitchen Library of the issue on return, if not earlier.

4.4. If you are unsure about how to use an item, please seek advice from Carlton Kitchen Library prior to use.

4.5. Appliance guides will be located at the Carlton Kitchen Library and made available online, where possible. Please take a copy if you are unsure of how to use the item.

4.6. For electrical safety information visit: https://esv.vic.gov.au/safety-education/electrical-safety-at-home/using-electricity-safely/.

5. OVERDUE ITEMS

5.1. The Carlton Kitchen Library is a shared resource for the whole community. We ask that you respectfully return items on time, so all may have a chance to borrow them. If an item is returned late, the Member will be responsible for a late fee. This late fee will be $1 per day for every day the Library is open until the item is returned.

6. MISSING PIECES

6.1. Please ensure Kitchen Equipment is returned with all pieces included. Please let CKL staff or volunteers know if any pieces are missing.

7. BROKEN KITCHEN EQUIPMENT

7.1. If Kitchen Equipment is broken or not working properly please tell us so we can fix or retire it.

7.2. The Member agrees that Carlton Kitchen Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed Kitchen Equipment.

2. Brunswick Tool Library (BTL)

Borrowing Rules

1. **MEMBERSHIP**

1.1 "Borrowers" must be over the age of 18 years to borrow tools from the 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.

3. The Sydney Library of Things Incorporated (TSLOT)

Borrowing Terms and Conditions

1.1 Membership generally

(1) Members must be aged 18 or over to borrow items from The Sydney Library of Things Incorporated (TSLOT).

(2) Prior to borrowing items, a Member must:

(a) complete and submit a membership application online through the TSLOT website (www.thesydneylibraryofthings.org.au);

(b) pay the membership fee as set out on the TSLOT website;

(c) agree to these Borrowing Terms and Conditions;

(d) sign and submit the TSLOT Liability Waiver Form. Members may not borrow any items until they have signed a TSLOT Liability Waiver Form;

(e) have their identity and residence confirmed by the TSLOT. Verification is accomplished by the presentation of a current drivers licence / Government issue 18+ ID card, together with a utility bill /

bank statement issued within the previous 3 months, both displaying the same address, plus (if applicable) any necessary concession documents.

(3) The Member agrees to read and fully understand the rules, these Borrowing terms and conditions and policies as displayed on the TSLOT website (including the Liability Waiver Form) before joining and borrowing items. The Member understands that failure to comply with any of these rules and policies may result in revocation of membership without refund and/or legal action against the Member.

(4) Members are only entitled to borrow items from **TSLOT** while they maintain a fully paid-up membership. Once a Member's subscription term has expired, they will be required to renew their membership via the steps listed above before resuming borrowing.

(5) Where a Member is utilising a membership of a NFP Organisation/Charity, they must demonstrate that they are a listed authorised representative of that organisation.

2.1 Borrowing and Return of Items

(1) Members may borrow up to five items at one time. Items may be reserved in advance via the online catalogue. A defined set of multiple items identified with a single inventory number is considered to be one item.

(2) Borrowing term is for a maximum period of 7 days. For items borrowed on a Saturday, they must be returned no later than 10.30 am on the following Saturday.

(3) Items may only be collected and returned during the TSLOT stipulated opening hours as set on the TSLOT website.

(4) Renewals may be possible, but the Member must be prepared to return the items by the return time set out above.

(5) Items for return must not be left unattended outside the TSLOT premises or elsewhere.

(6) Members borrowing multiple items may be requested to defer borrowing of certain items based on demand.

(7) TSLOT cannot guarantee that all reserved items will be available for collection. **TSLOT** will endeavour to contact you as soon as practicable if your reserved item(s) is unavailable.

(8) TSLOT reserves the right to refuse the loan of any item at its discretion.

(9) A limited number of inventory items may attract an additional borrowing fee due to insurance premiums or high replacement value and are listed as such on the **TSLOT** website. Additional borrowing fees are payable at the time of collection and are non-refundable.

(10) The Member agrees to return items on time and be responsible for any fines or late fees. The Member understands that failure to do this may result in the cancellation of membership without refund, or suspension of borrowing until overdue fees are paid.

(11) Members will be charged the following late fees for each item kept past the return ate. The fee is $1.00 per day for hand tools/items/equipment and $3.00 per day for power tools. Fines must be paid in full before borrowing any additional items. Note: Items can only be returned during stipulated opening hours and late fees accumulate daily regardless.

(12) TSLOT reserves the right to use appropriate steps to retrieve delinquent items or unpaid fines and fees, including the use of a collection agency and/or legal action, and require the delinquent Member to pay the costs of any such action. TSLOT also reserves the right to forgive fees due to special extenuating circumstances.

(13) TSLOT may replace severely delinquent items (over 30 days), including lost or stolen items, holding the Member responsible for the full replacement cost of the item.

(14) All items are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. All items must be returned clean and dry.

(15) Immediately upon request, a Member must pay:

(a) the replacement cost for an item not returned to TSLOT for any reason,

(b) all costs incurred in cleaning any item which is returned in an unclean state;

(c) the full cost of repairing and damage to an item;

(d) any fines payable pursuant to these borrowing terms and conditions; and

(e) all costs associated with recovering possession of any item (including legal costs);

(16) The Member acknowledges that they are responsible in the event of any loss or theft of an item.

(17) Without limiting TSLOT ability to recover all amounts owing to it, the Member authorises TSLOT to charge any amounts owing by the Member to any credit card or account details of which are provided to TSLOT.

(18) Failure to comply with the requirements as set out above can trigger a cancellation of membership with no refund of remaining fees.

3.1 Use of Items

(1) Only the individual Member borrowing the item is authorized to use the TSLOT items. The Member shall not permit the use of items checked out by any other person unless that person lives at the same residential address and is informed about the use of the item in a safe and proper manner before use. TSLOT reserves the right to cancel a membership without refund or refuse borrowing for a Member who is allowing their borrowed items to be used by other individuals or groups.

(2) The Member retains responsibility for the item at all times including the correct and safe usage of the item and for any breakage, loss, or damage. By taking possession of any item, the Member is certifying that they are capable of using that item in a safe and proper manner.

(3) The Member warrants that the items are only to be used for private, household activities, and not for making works or products, or providing services that will be available for sale to other parties.

(4) Members agree to satisfy themselves prior to using the item that they are suitable for the Member’s intended purpose and to conduct a thorough hazard and risk assessment before using the item.

(5) The Member must agree to use the item including any associated or attached tools, accessories and parts available for hire/purchase in a proper manner and in a way in which the items were designed to be used and in accordance with any manufacturer’s instructions or information on the TSLOT website.

(6) The Member agrees that if any borrowed item becomes unsafe or in a state of disrepair, they will immediately discontinue use of the item and notify TSLOT of the issue on return, if not earlier.

(7) Members must not attempt to repair or tamper with any TSLOT item without prior written approval from TSLOT.

(8) The Member agrees that TSLOT is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items.

(9) Members borrowing electrical equipment, must first safety check the item and any visible wires and plug for any damage before use. Electrical items have a dual insulating cover to the wiring and if any coloured wires are visible either through, or at the ends of the outer insulation do not use the item and notify TSLOT on return of the item or before.

(10) The Member agrees to operate any power tool with an adequate power source.

(11) If Members are using the item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp, or other electrical wiring, Members are recommended to use an RCD and operate the tools with an adequate power source.

4.1 Transport

(1) Wherever a Member is moving items, they must ensure the safe loading, securing, and transporting of all items in accordance with all laws and manufacturer's guidelines. Members must observe any safety directions advised by TSLOT and/or the manufacturer of the item to ensure its safe loading and handling.

5.1 Privacy and Acknowledgement of Data Collection

(1) TSLOT commits to taking as much care as is reasonably possible in protecting Members' personal information online.

(2) TSLOT uses MyTurn to power its online catalogue. Google Drive by Google to store files and information. TSLOT uses Stripe to collect online payments. The privacy and/or data security policies of these providers are linked below*.

(3) The Member understands that by applying for membership online and using the TSLOT web-based catalogue and payment gateway providers, they are submitting personal data at their own risk and that TSLOT is not liable for any breaches of Member's privacy or abuse of Member's personal information by any other party.

* 3rd-party privacy and/or data security policies
The privacy policy of MyTurn is available at https://myturn.com/privacy/
The information security practices of Google are available at http://www.google.com/policies/privacy/#infosecurity
The privacy policy of Stripe is available at https://stripe.com/us/privacy/

6.1 Updates To This Document

(1) TSLOT will notify current members by email of any changes to the Borrowing Terms and Conditions. It is up to the Member to check the TSLOT website prior to borrowing any items to check for any changes to these terms and conditions. However, TSLOT agrees that changes to these Borrowing Terms and Conditions will not apply with respect to a loan period commenced prior to the date and change took place.

Acknowledgement

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