

North London Repair Cafés

Terms and Conditions of Participation for Attendees

1. What are the Repair Cafés?

- 1.1. Repair Cafés are meeting places where experienced repair specialists provide free repair consultation and assistance to help local residents mend broken or damaged household items. Where possible, broken items will be fixed on the day of the event and the repair specialists will discuss how to carry out repairs. Local residents can bring in to the Repair Café, clothes, household items, or bicycles (Eligible Items) that are in need of repair. Working together, the specialists will endeavour to repair the Eligible Item that has been brought in. The required repair tools are provided by the repair specialists on the day. Attendees also have the opportunity to see how repairs are being carried out and get inspired too.

2. Who can attend the Repair Cafés?

- 2.1. Anyone living in one of the seven north London boroughs of Barnet, Camden, Enfield, Hackney Haringey, Islington and Waltham Forest can attend one of the north London Repair Cafés.
- 2.2. Repair Cafés are free and residents are not to make any payment to NLWA or any of the repair specialists for repairing their items.
- 2.3. Each Repair Café is only open to residents of the borough where the event is taking place and residents are required to bring proof of address on the day.
- 2.4. NLWA welcomes families and people with children. However, parents and carers will be directly responsible for their children. NLWA expects that parents and carers supervise their children at all times.
- 2.5. Repairs can be requested by any resident aged 18 years old and over.

3. How can residents register to attend a Repair Café?

- 3.1. Anyone wishing to attend a Repair Café must register their attendance in advance with NLWA.
- 3.2. Residents can register online by completing the online registration form available at <http://www.wiseuptowaste.org.uk/reuse/repaircafes> or can register on the day by completing a printed registration form.
- 3.3. In order to register, residents will be required to provide the following details:
 - full name and address
 - type and condition of the item of the item to be repaired
 - email address (or phone number if no email address is available)

Please note that pre-registered repair bookings are restricted to one item per person, but see below for further details.

- 3.4. Residents will need to read and agree with the Repair Café's Terms and Conditions of Participation. By registering to attend a Repair Café, the resident is deemed to have accepted and agreed to be bound by these terms and conditions.

- 3.5. Based on availability, residents registering online will select a suitable time slot for their item to be repaired and residents registering on the day will be allocated with the first available time slot.
- 3.6. Residents can only pre-register online one item for repair but, at the discretion of NLWA, they may be able to register additional items for repair on the day - based on available slots.
- 3.7. Residents are required to arrive on time for their appointment. NLWA reserves the right to reject any late arrival and allocate the time to another resident, or not allocate the time.

4. What items can be repaired at the Repair Cafés?

- 4.1. Items that can be repaired include the following:
 - clothes;
 - household items such as small soft furnishings, bookcases, cabinets, tables, chairs, mirrors, frames and wall shelves;
 - bicycles; and

5. How do the Repair Cafés work?

- 5.1. Upon arrival, the identity of residents will be confirmed. Residents will be required to bring proof of address (e.g. recent utilities bill, current council tax bill or bank statement) on the day. Residents whose identity is confirmed will be asked to wait in an allocated waiting area, where the repair pre-assessment will take place. NLWA reserves the right to refuse entry to a resident that fails to produce an identity, or where NLWA deems the item as unsuitable for repair.
- 5.2. Repair specialists will pre-assess the items brought and provide residents with information on whether the item is acceptable as an item eligible for repair and how likely it is that their item can be repaired. An allocation of a slot after an online registration or registration at the venue on the day of an event is not a confirmation or representation by NLWA that an item will be accepted or will be eligible for repair. If missing part(s) and/or consumables are required, residents will need to source them and subject to availability of slots, will be required to book another appointment for later in the day, for the item to be repaired. If there are no suitable later time-slots then the repair specialist will discuss how the item can be repaired by the owner or alternative repairers in the area, who will charge. Consumables (e.g. batteries, leads, plugs, fuses, zips, buttons, etc.) will only be provided if in stock on the day.
- 5.3. Residents will bring any items for repair at their own risk. NLWA cannot guarantee that all items will be repaired or that repairs will last a certain amount of time. Any accidental damage to an item that occurs during the repair is not NLWA's responsibility. Residents are responsible for any acts or omissions relating to any repair carried out after discussions with a repair specialist. NLWA and the repair specialists shall not be responsible for any act or omission either directly or indirectly resulting from the discussion with the repair specialists at the Repair Café.
- 5.4. If a repair involves dismantling an item after the item has been taken apart, repair specialist may decide that the item is beyond repair and may decide not

to reassemble the item. The resident agrees not to hold NLWA or the repair specialist responsible for the items.

- 5.5. Residents must stay with the repair specialists whilst the repair of their item is carried out or, if possible, and under repair specialists' supervision, residents should be able to carry out their own repairs.
- 5.6. During the Repair Cafés, items cannot be left unattended and residents are required to be responsible for their items at all times. NLWA or the repair specialist shall not be responsible for any lost or stolen items left unattended.
- 5.7. Items cannot be left in the venue for recycling or disposal; residents are required to take back any items that cannot be fixed.
- 5.8. Extra waiting time may be required if events become busy and/or if repairs are running behind schedule. In such cases, residents will be informed in advance about the estimated waiting time and be asked to remain in the allocated waiting area.

6. Health & Safety and Equal Opportunities

- 6.1. NLWA is committed to the safe running of the Repair Café for both staff and visitors and is also committed to creating a safe environment for all. Residents must be considerate to others. In case of disturbance, they will be asked to leave the venue.
- 6.2. NLWA reserves the right to ask attendees to leave the premises in the event that their actions towards NLWA staff, the repair specialists or other attendees, is determined by NLWA to amount to one of the following:
 - public disturbance;
 - intimidation or harassment;
 - aggressive and threatening behaviour;
 - violence; or
 - deliberate damage and misuse of the venue.
- 6.3. NLWA is committed to equal opportunities and Repair Cafés fully comply with the Equality Act 2010. All venues are accessible to wheelchair users and all visitors and staff are treated equally, regardless of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation

7. Data Protection

- 7.1. One of the requirements for attending a Repair Café is for residents to provide NLWA with their name and contact details as set out in paragraph 3.3 above. NLWA takes data protection seriously and complies with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018.
- 7.2. NLWA will only use residents' name and contact information for the purposes of running the Repair Café, for example NLWA requires contact information so that if a repair specialist is unable to attend on the day, we can get in touch with residents who have booked their items in for repair to advise of the difficulties.
- 7.3. NLWA will also pass on the first name of pre-registered attendees, the items being brought for repair and the time of attendance to the relevant repair specialists working on the day so that they know who to expect. Therefore, if

residents have pre-booked to bring in an item for repair, we will pass the person's first name, type and condition of the item and time of attendance to the repair specialist working on the day. We will not pass on contact details such as phone or email or provide personal details to any other specialist working on the day.

- 7.4. First names of individuals, items being brought in for repair and time of attendance will be passed in hard copy to the repair specialists working on the day, this information will not be retained by the repair specialists after the event.
- 7.5. NLWA will retain personal details in line with our personal data retention policy available here: <http://nlwa.gov.uk/media/2448/personal-data-retention-policy-2018-v12-issued-04-05-18.pdf>. For more information about NLWA's approach to personal data protection residents can see our Privacy Notice available here: <http://nlwa.gov.uk/data-protection/>
- 7.6. When registering to attend an NLWA Repair Café residents will be asked whether they agree to give their consent for us to retain their personal details for the purposes set out above. Attendees will also be asked if they wish NLWA to retain their personal details after the event so that they may be contacted about other Repair Cafés and events in north London in the future too. Agreement to the second of the above is not a requirement of attendance.

8. Liability

- 8.1. NLWA shall not be liable for any loss or damage to an item or any property of an attendee caused directly or indirectly from the act or omission of NLWA or any of the repair specialist. To the extent permitted by applicable law, NLWA shall not be liable under or in connection with these terms and conditions, the Repair Café or any item or property brought by an attendee for any indirect, special or consequential cost, expense, loss or damage suffered by an attendee at a Repair Café even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the attendee and/or the repair specialist and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise
- 8.2. NLWA is not excluding any liability where it is not lawful to do so. This includes liability for death or personal injury caused by the negligence of NLWA or the negligence of NLWA employees or sub-contractors (including the repair specialists) or agents; for fraud or fraudulent misrepresentation.
- 8.3. The Repair Café are only for use by individuals (natural persons) that are resident in one of the constituent boroughs of NLWA and the eligible items must be for only domestic and private use of the resident. If the item is used for any commercial, business or re-sale purpose NLWA and the repair specialist will have no liability to the resident or any third party for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9. Cancellation or Suspension

- 9.1. NLWA will use its reasonable endeavours to run the Repair Cafés as advised or advertised to residents. NLWA is however not responsible for factors or

events outside its control. In the event of unforeseen circumstances beyond NLWA's reasonable control, NLWA reserves the right to cancel, terminate, modify or suspend a Repair Café or these terms and conditions, either in whole or in part, with or without notice. Where a Repair Café is cancelled, all attendees who registered to attend online will be notified by email to the email address provided on the registration form.

9.2. NLWA reserves the right to suspend a Repair Café before or after the start of a Repair Café session. Where NLWA exercises this right, all attendees will be advised and all attendees agree to vacate the venue immediately.

9.3. NLWA shall be entitled to amend these terms and conditions. Where it is deemed necessary to amend these terms or the allocated slot for a repair after registration by a resident, NLWA shall notify the resident of the amended terms and request the resident to confirm attendance and accept the new terms and conditions. Failure to submit an acceptance and confirmation of attendance will result in the name of the resident not being admitted to the venue for the Repair Café.

10. Other Important Terms

10.1. These terms and conditions are between the resident that completes the registration form and NLWA. No third party shall have any right to enforce any of its terms.

10.2. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.3. These terms and conditions are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

10.4. NLWA is a public body providing this service in accordance with our statutory powers. Any complaints on the events should be submitted using our complaints handling procedure available on our website <http://nlwa.gov.uk/contact/making-a-complaint/>. Appeal procedures are specified in the procedure.