

Baby Wearers Western Australia Incorporated BWWA Inc. Library Terms and Conditions

Baby Wearers Western Australia Incorporated (hereafter referred to as 'BWWA Inc.') is a not-for-profit incorporated association dedicated to education, promotion and facilitation of babywearing in the wider community.

All members must accept the following terms and conditions for the BWWA Inc. Library service upon their application and payment for membership to the association. These terms and conditions are subject to change without notice and at the discretion of the presiding Committee of BWWA Inc.

All previous iterations of terms and conditions for BWWA Inc. Library services are null and void. A current copy of this policy is available at the website and at each library on request.

1. General Conditions

- 1.1. To join BWWA Inc., members need to complete the membership application form at SeTLS and pay the membership fee at the website. Members are required to supply a valid email address, a current residential address and a valid telephone number. Secondary contact information is optional.
- 1.2. All members agree to abide by the association's [Constitution](#).
- 1.3. There are two classes of membership; annual library membership and annual non-lending membership. The library membership allows members to borrow baby carriers and accessories, and the volunteer/non-lending membership does not allow members to borrow baby carriers and accessories and is intended for volunteers of BWWA Inc. for insurance purposes. *Both memberships are entitled to vote at the annual general meeting.*
- 1.4. Members are required to notify BWWA Inc. of any change of address, telephone number or email address. BWWA Inc. will not be responsible for member non-receipt of invoices, notices or other items due to the member not notifying BWWA Inc. of changes to their contact details.
- 1.5. BWWA Inc. membership is not transferable. A gift voucher for membership is available for purchase at the website.

2. Borrowing Baby Carriers and Accessories

Members will:

- 2.1. Contact BWWA Inc. at any point during a loan period for any assistance in relation to the library item.
- 2.2. Take responsibility for the physical condition and timely return of all items borrowed from BWWA Inc.
- 2.3. Return all items borrowed from BWWA Inc. on or before the due date, to the same location of the babywearing meet event from which it was borrowed.
- 2.4. Pay all charges resulting from replacement of items that were lost, not returned, or damaged while on loan to the member.
- 2.5. Pay all charges resulting from overdue fees accumulated due to late return of items borrowed.
- 2.6. Examine all items prior to every use for damages and/or missing parts and bring damaged/soiled items to the attention of BWWA Inc.

- 2.7. Abide by safe babywearing practices as briefed at a babywearing meet event and in conjunction with the manufacturer guidelines for that particular baby/toddler carrier on loan.
- 2.8. Agree that all items borrowed from BWWA Inc. will remain within Western Australia and will not be taken interstate or overseas.
- 2.9. Contact BWWA Inc. in the instance of necessity for washing instructions. BWWA Inc. baby/toddler carriers are loaned on the premise that they are not to be washed. Written permission for cleaning must be obtained from a BWWA Inc. representative should any item on loan become soiled.
- 2.10. Report any damage and/or missing parts to library items as soon as possible. Members are not to attempt to repair any items themselves as strict controls are in place for acceptable repair of baby/toddler carriers in order to maintain integrity and safety standards.

3. Other Conditions

- 3.1. Members holding a volunteer/non-lending membership do not have library privileges and are not permitted to borrow any BWWA Inc. baby/toddler carrier and/or accessory (library items).
- 3.2. Library items cannot be reserved and items on loan may not be renewed. The presiding Committee of BWWA Inc. reserves the right to restrict any extension to existing loans to permit access by other members.
- 3.3. It is the responsibility of the member to contact BWWA Inc. (info@babywearerswa.com.au) by 17:00 of the day before the due date to arrange an alternate method of return for items on loan, if the member will not be in attendance at the babywearing meet scheduled on the due date.
- 3.4. Items on loan may be returned alternatively through postal service by arrangement or by drop-off in person at a volunteer BWWA Inc. representative's address. All costs will be incurred by the member. Registered Post with Signature on Delivery or a Sendle courier (as arranged by BWWA Inc.) must be used for postal returns.
- 3.5. The stocktake period is during January each year and all BWWA Inc. library services are suspended from mid-December to end of January. All items on loan from November dates must be returned by 16 December.
- 3.6. All volunteer BWWA Inc. representatives have agreed to abide by the association's Constitution and Code of Ethics.

4. Contact

- 4.1. Members agree to receive emails from BWWA Inc. and SeTLS about items on loan. Where email correspondence fails, a BWWA Inc. representative will contact the member by telephone.
- 4.2. A courtesy notice will be emailed four days before a loaned item is due to be returned.
- 4.3. An overdue notice will be emailed one week after the due date.
- 4.4. A second overdue notice will be emailed two weeks after the item due date informing the member that overdue fees will be accrued and invoiced. The overdue invoice will be generated 28 days after the item due date.
- 4.5. A third overdue notice will be emailed 28 days after the item due date informing the member that replacement costs will be invoiced for all items borrowed that

were not returned. The replacement cost invoice will be generated 30 days after the item due date.

5. Penalties

By accepting these library terms and conditions, members will be subject to the following penalties:

- 5.1. Where a loaned item is returned in a damaged or imperfect condition so as to be rendered unusable as determined by the presiding Committee of BWWA Inc., the member may be issued with an invoice for the full replacement of the item. The cost of full replacement may be charged for a new baby/toddler carrier rather than assessing the value of the item based on its age.
- 5.2. Where a loaned item is returned late, the member may be issued with an invoice for overdue fees. The overdue fees are calculated at \$10 per week from the due date.
- 5.3. Where a loaned item is not returned, the member may be issued with an invoice for the full replacement of the item as per *point 4.5*. The cost of full replacement may be charged for a new baby/toddler carrier rather than assessing the value of the item based on its age.
- 5.4. Where an invoice remains unpaid in part or in full, unless otherwise stated, the presiding Committee of BWWA Inc. reserves the right to revoke library privileges without notice until the invoice is paid in full and/or the items are returned to a BWWA Inc. representative.
- 5.5. Where an invoice remains unpaid in part or in full in excess of 14 days after the invoice due date, the presiding Committee of BWWA Inc. reserves the right to suspend or expel the member and initiate legal proceedings to recover the loaned item/s and/or unpaid charges.
- 5.6. The presiding Committee of BWWA Inc. reserves the right to suspend or expel a member where there are any deliberate breaches of these BWWA Inc. Library Terms and Conditions and/or the BWWA Inc. Constitution in compliance with *Part 4, Division 2* of the Constitution.

6. Disclaimer

Baby Wearers Western Australia Incorporated and its representatives do not accept responsibility for any loss or damage arising from the use of any BWWA Inc. service, including but not limited to, babywearing meet events, baby/toddler carrier and accessories libraries, and online babywearing chat forums. The member assumes full responsibility for the safety of anyone wearing, or worn within, any BWWA Inc. baby/toddler carrier and/or accessory whilst it is in the possession of the member.

7. Definitions

- 7.1. *SeTLS* shall mean the [digital library database system](#) used to catalogue baby carriers and accessories, maintain member details and record loans.
- 7.2. *Website* shall mean www.babywearerswa.com.au
- 7.3. *Member* shall mean a person who has registered for membership with BWWA Inc.
- 7.4. *Due Date* shall mean the date recorded by BWWA Inc. when a loaned item is required to be returned to BWWA Inc.

- 7.5. *Responsibility* shall mean the member is accountable or liable for his or her own actions and of those children under the age of 18 years in their care.
- 7.6. *Charges* shall mean the issued invoice for replacement cost of a damaged library item, or item borrowed that is lost or not returned.
- 7.7. *Constitution* shall mean the governing document of Baby Wearers Western Australia Incorporated that determines the association's rules of membership, management and duty of care, as registered with Commerce WA (Department of Mines, Industry Regulation and Safety) under the *Associations Incorporation Act 2015*. The Constitution can be read at the [website](#).
- 7.8. *Code of Ethics* shall mean the governing document of Baby Wearers Western Australia Incorporated that determines the manner in which BWWA Inc. representatives conduct themselves whilst performing the functions pertaining to the association. The Code of Ethics can be read at the [website](#).

Complaints and Enquiries
Secretary for BWWA Inc. Committee
info@babywearerswa.com.au

Approved by
Baby Wearers Western Australia Incorporated Committee
December 2022

Chairperson

Secretary

Revision History	
Date	Description
24-Nov-22	Created and submitted for review
01-Dec-22	Correction of spelling and grammar Blurb added regarding association's purpose Reference made to Constitution and Code of Ethics "Working document" created for Committee collaboration and commenting
14-Dec-22	Approved and submitted for signing by Executive Committee 2022-23