



Belgrave South Toy Library

MEMBERSHIP TERMS & CONDITIONS

BORROWING:

- In applying for membership of the Belgrave South Toy Library, members agree to abide by these Rules and its Constitution and to indemnify the Library, its committee, members and staff against all loss or liability, however caused, arising from any borrowing of any toys or other items.
- General collection toys must be **returned or renewed within 14 days of borrowing to avoid a late fee**. You can **renew your toys for an additional 14 days** either in person or by email. You will not be able to borrow if you have an overdue toy on your account.
- Check toys to ensure that all pieces are present before you bring them out for play.
- If any missing pieces are not noted on the bag, please let us know (email us at info.belgravesouthtoylibrary@gmail.com) to avoid paying a \$3 fee per missing item. If you are missing a puzzle or game piece, or the toys' packaging (bag/tub) goes missing and the toy is not able to be borrowed, **members will be encouraged to reborrow the item until the piece is found, otherwise a \$20 fine will be applied**.
- Members are responsible for the toys they borrow. This includes, but is not limited to, the correct use of the toy, the age of the child playing with the toy, taking care with small parts and magnets and taking care to ensure toys aren't left outside in the elements.
- **Toys need to be returned in the condition that they were borrowed, cleaned and with all pieces intact.**
- Members agree to receive communications by email and roster reminders via sms.
- **Parents/guardians must ensure helmets and appropriate footwear are worn when riding toy library balance bikes or scooters**. It is the member's responsibility to **provide their own helmet and ensure it is worn during use**. Members agree to the terms of the waiver, release and indemnity for bicycles and scooters (see waiver below).

DUTY:

- Members are required to attend **4 x 1.5-hour volunteer duties per 12 months membership** unless you have joined as a Non-Volunteer member. Please sign

up/amend duty on the roster sheet located in the toy library. You are welcome to do additional shifts per term.

- If you become unavailable for a rostered duty please remove your name from the roster as soon as possible. If you need to cancel your duty within 48 hours of a session email us so we can allow others to fill in the shift. Please keep in mind that Belgrave South Toy Library is a small library so it is likely that if you do not attend your rostered shift, there may not be other members available at short notice and the library may not be able to open that day.
- If you fail to let us know at least 30 minutes prior to the start of your rostered duty that you are unavailable to attend, **a \$10 no-show fee will be applied to your account and in addition you will need to complete a make-up session at a future date.**

RETURNING:

- **Before returning toys, members must ensure they are clean as outlined in our Cleaning guidelines. Fabric items such as cloth bags and costumes must be gently washed before return.**

WAIVER, RELEASE & INDEMNITY FOR BICYCLES & SCOOTERS:

- The Belgrave South Toy Library ('Provider') is pleased to make bicycles, scooters and other ride on toys available to subscribers ('the Service').
- As a subscriber to the Service you acknowledge that there are dangers and risks inherent with bicycle, scooter and ride-on toy riding (the 'Activity') to which any child under your supervision ('Your Child') may be exposed.
- The Provider does not provide protective clothing or bicycle helmets and it is your responsibility to ensure that Your Child wears a helmet at all times and is otherwise appropriately attired when participating in the Activity. You agree that Your Child will participate in the Activity at your own risk. You also agree to voluntarily assume responsibility for supervising the Activity and any injury, death or property damage you or Your Child may suffer or cause as a result of participating in the Activity.
- To the maximum extent possible at law, you (both in your personal capacity and on behalf of Your Child) agree to release, hold harmless and indemnify the Provider and its respective officers, employees, servants, agents and contractors (the 'Indemnified Persons') against all actions, claims, suits, costs, expenses, demands and damages suffered or incurred by the Indemnified Persons or any one or more of them by reason of, or in respect of, or in any manner whatsoever arising out of, or caused by, your use of the Service or Your Child's participation in the Activity.
- You agree that you are subscribing to the Service on the express condition that the Provider:
- (a) will, under no circumstances be liable or responsible in any manner whatsoever for any death, loss, accident, damage or injury to you, Your Child or any of your servants, agents, contractors, visitors or invitees or any other person whatsoever ('Related Party') which may happen as a result of your use of the Service or Your Child participating in the Activity; and

- (b) will not incur or be under any liability whatsoever to you, Your Child, or to any Related Party for any loss, damage or injury to or in respect of any of your property or of any Related Party's property.
- The Provider is not liable to you, Your Child or any Related Party in respect of any indirect or consequential loss. For the avoidance of doubt, 'consequential loss' means loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity of an indirect or consequential nature including, but without limitation, loss of profits, loss of revenue, loss or denial of opportunity, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties.