



THE TOWNSVILLE TOY LIBRARY MEMBERSHIP TERMS AND CONDITIONS

Membership entitles you to borrow up to 8 items for up to 1 month at a time with no additional fee. This does not include party hire toys which incur an additional fee.

One item can be a small toy, a set (eg: a train set or a box of blocks) or a big toy (eg: a ride on car, or outdoor play gym). Some smaller toys are combined in one bag and count as one toy. A maximum of 3 of your 8 items can be Gold Star toys which are our most popular toys and are marked with a black star. *Please note that at times due to circumstances the maximum number of toys and the number of Gold Star toys that can be borrowed may be less than what is stated here.*

Members are entitled to hire the jumping castles and/or the party toys (rollercoaster, play gym, climbing tunnel) and shade gazebo. These toys incur an additional fee and bookings are essential. Please refer to the Townsville Toy Library website or Facebook page for further information including current hire costs and terms and conditions of hire.

Membership Responsibilities

- Members are responsible for counting pieces of toys on the day of borrowing. If you identify that a toy is incomplete (missing pieces), please email The Townsville Toy Library immediately with the toy number and correct details.
- Members are responsible for the care of borrowed toys.
 - There is a **\$5 per piece replacement fee** for any missing pieces. You may borrow the toy for additional 1 month period to try and locate any missing pieces. If the toy becomes inoperable due to the missing piece/s, you will need to replace the toy or pay a negotiated replacement fee.
 - If a toy is lost, you will need to replace the toy or pay a negotiated replacement fee. You may borrow the toy for additional 1 month period to try and locate it.
 - If a toy breaks due to reasonable wear and tear or poor condition there will be no charge.
 - If a toy is broken due to inappropriate use or neglect including damage by pets, you will be charged the full cost of replacing the toy or you may replace the toy yourself.
- All toys must be cleaned before they are returned or upon returning.
- Toys must be returned on or before the 1 month hire period. **A late fee of \$1 per toy will be charged per week overdue.** Please email or message The Townsville Toy Library if you have difficulty returning items. Regular toys may be renewed for one extra month. Gold Star toys are our most popular toys and therefore cannot be renewed or extended out of fairness to our other members.
- Members must provide helmets for children using any bikes or bike style toys, including Euro trikes and scooters. All members must read and sign the waiver, release and indemnity for bicycle and scooters below and sign on their membership form that they have read and agree to it before being eligible to borrow.

NB: Townsville Toy Library Committee reserve the right to reject or terminate a membership. Formal acceptance of new members occurs at the next scheduled committee meeting after the application has been received.

Volunteer Membership

The Townsville Toy Library requires volunteers to keep it running therefore members who choose to take up a volunteer membership are 'compensated' for their time in assisting with tasks and shifts with a reduced membership fee.

- In order to qualify for the volunteer membership reduced fee members must complete 3, two hour shifts within 4 months of signing up – your availability is taken into account when rostering and children are welcome during volunteer sessions.
- All volunteers are regularly rostered on to complete shifts throughout their 12 month membership.
- Volunteer members who are able to are also requested to assist with annual stocktake which takes place over 2 weeks during July (at which time the library is shut for borrowing).
- From time to time the committee may put a call out to volunteers to assist at events and expos your assistance at these types of events is greatly appreciated.
- Other volunteer opportunities may arise as the toy library grows and evolves so if you are unable to complete regular shifts you may be able to fulfil your volunteer duties in other ways. The Townsville Toy Library committee will notify volunteer members when other opportunities for volunteering are available.

We are all parents and understand that 'life' happens and can prevent us from being able to return toys on time and/or complete volunteer duties, all we ask is that you communicate with us either via email and/or our facebook page and let us know in advance (when possible) that you need to cancel a shift or extend the due date for the toys you have borrowed. We appreciate your assistance with this.



THE TOWNSVILLE TOY LIBRARY WAIVER, RELEASE AND INDEMNITY FOR BICYCLES AND SCOOTERS

The Townsville Toy Library ("Provider") is pleased to make bicycles and scooters available to subscribers ("the Service"). As a subscriber to the Service you acknowledge that there are dangers and risks inherent with bicycle and scooter 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 ("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 and 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 an 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 or 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*.



THE TOWNSVILLE TOY LIBRARY PRIVACY STATEMENT

Townsville Toy Library respects your right to privacy.

We realise that it is important that you understand the purpose for which we collect details, as well as how this information is used and to whom this information might be disclosed

1. The personal information collected will be used to register you as a member of the Townsville Toy Library.
2. Personal information such as your name, address and contact numbers will be used to contact you regarding toys you have borrowed if the need arises.
3. Information about your children's gender and date of birth allows us to curate our toy collection to best meet our members needs/wants.
4. We will not disclose your personal details to anyone outside of that which is required by us of law
5. You may request to see your membership information, if any of the information we have about you is incorrect, you may ask us to alter our membership records accordingly.