

# MEMBERS Terms & Conditions

Address: <u>6 Brookman Street, Kalgoorlie</u>

Email: <u>grtoylibrary@gmail.com</u>

Facebook: Goldfields Regional Toy Library - GRTL

Website: grtl.setls.com.au

**WELCOME!** A membership with the Goldfields Regional Toy Library allows your family to choose from over 1,500 fun and educational toys to borrow. We know your whole family will love the Toy Library.

### Opening Hours

Tuesday 9.30-11.00am & Saturday 2.00-3.30pm. Please ensure you allow enough time to return, choose and loan toys.

#### Loans

- Your membership allows you to borrow 6 toys for 3 weeks at a time, with the option to renew once, provided
  it is not on Hold. This can be done at your next visit or by logging on at grtl.setls.com.au.
- The Committee reserves the right to request an early return of toy(s) you have on loan for use at Community Events throughout the year.

#### Missing / Broken Pieces

- We understand damage and loss can occur. If the toy is returned with missing piece(s) we
  may ask you to continue loaning the toy while you try to find them. Be sure to double-check SETLS to see if
  a missing piece has been recorded.
- If missing piece(s) cannot be found, a fine of \$5.00 per piece may be charged at the discretion of the Committee. If the piece/s are subsequently found and returned, you will receive a credit on your next membership.
- If a toy is broken or there are enough piece(s) missing that it renders the item unusable, at the discretion of the Committee, you may be asked to assist us financially to replace the item.
- If a box has been damaged while on loan, a fine of \$5.00 may be charged at the
  discretion of the Committee to replace the box.

#### Roster Duty

- Please consider assisting with opening the toy library 3-4 times a year. You can nominate online in the SETLS Calendar or speak to the Committee Member on duty. An extra pair of hands is invaluable on a really busy day and always welcomed ©
- Children are more than welcome to play at the Toy Library during a duty. We ask that you ensure all toys that are played with are tidied at the end of the shift.

#### Toy Care & Responsibilities

- Please ensure you return toys <u>clean & dry</u>, ready for the next family.
- Please keep your pets away from our toys. If they are returned damaged due to exposure to pets, you will be asked to pay for a replacement.
- Do not leave toys in the sun for long periods of time, especially during Summer.
- Ensure toys are used in the appropriate environment as labelled, eg. battery-operated toys are not used in water
- Please advise a Committee Member if a toy or box is broken or becomes dangerous to use.

#### Toy Reservations

You can reserve toys online in SETLS. Please follow the instructions at: https://drive.google.com/file/d/18VxxUvfFpUTNUCroHhE14CqZcLfR9CaJ/view?usp=sharing

Once your item is returned to the Toy Library, you will have 2 opening sessions to collect them, otherwise the hold will be removed and go back into circulation.





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#### Safety - Please read this section carefully

We follow Toy Libraries Australia (TLA) recommendations far as practicable. Warning labels are attached to toys that have small parts, and/or not suitable for children under 3 years old or those who still put items in their mouths.

By receiving these Terms & Conditions, you have read, understood and agree to the following:

- Check all toys and parts before allowing children play with them
- You will inform a Committee Member if there is any damage to toys, have lost their warning labels, or you feel are unsafe in any way
- Do not allow children to access the storage boxes, bags or straps
- Ensure the toy is appropriate for the age, ability and weight of users
- Ensure the toy is used in the appropriate manner and for the purpose in which it was intended
- Supervise your children while using water play toys and those with small parts
- Supervise your children while visiting the Toy Library
- GRTL waiver, release and indemnity for bicycle and scooters as below:

The Goldfields Regional 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 cloth or bicycle helmets and it is your responsibility to ensure 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 (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.