



Incorporation No. A1004205Y  
Whitfords Family Centre  
21c Endeavour Road  
PO Box 3, Hillarys, WA 6923

## Whitfords Rainbow Toy Library Membership Terms & Conditions

Membership to the Whitfords Rainbow Toy Library (WRTL) is subject to the following Terms and Conditions as set out in section 23 of the WRTL Constitution and sections 17, 18 and 19 of the *Associations Incorporated Act 1987*. Please read carefully before signing the Membership Application Form.

### 1 Membership

- 1.1 Membership of the WRTL is open to families with children aged 0 to 5 years old subject to the completion of the membership application form, production of a valid Driver's Licence with a current address and payment of the membership fees.
- 1.2 WRTL reserves the right to refuse membership or to cancel the membership of any member due to misconduct or conduct the Committee considers detrimental to the interests of the WRTL as per section 10 of the Constitution.
- 1.3 Membership consists of a financial and a time commitment, as the WRTL relies exclusively on the voluntary services of its members.
- 1.4 Membership fees are set out in the following table:

Joining date: Between		and	Fee:	Expiry Date:
November of previous year	30 June of current year		\$80	31 December of current year
1 July of current year	31 December of current year		\$50	31 December of current year
1 July of previous year	30 June of current year		\$80	30 June of current year

- 1.5 Members shall receive a 50% refund of their membership fee if they resign within four weeks of joining. No other refunds shall be given.
- 1.6 All memberships expire at the end of the calendar year or at the time of registration or cancellation, whichever comes first.
- 1.7 Renewals for the new year are required before the end of the current year and typically are requested in November.
- 1.8 In addition to the membership fee, it is a condition that all members:
  - a) Attend the AGM held in February each year; and
  - b) Complete all rostered library sessions (up to 4 over the 12 months pro rata); and
  - c) Complete 2 hours to assist with the stock-take in August.

## **2 Loans**

- 2.1 Only current members shall be able to borrow toys and items from the WRTL.
- 2.2 Members are responsible for the toys and items, that they borrow, from when they are 'checked out' until when they are 'check in'.
- 2.3 Subject to change, members are allowed to borrow up to a total of 8 toys and items, at one time, consisting of;
  - a) 4 toys; and
  - b) 4 items which include puzzles, CD's, games and parent resources.
- 2.4 The Loan Period is three weeks and borrowed toys and items must be returned within this period.
- 2.5 Toys and items returned after the Loan Period shall be deemed Late Returns (Overdue) and a monetary fine shall be applicable.
- 2.6 Toys and items not returned after the Loan Period, and not classed as Lost, shall be deemed stolen after 4 weeks of the due date and the appropriate action shall be taken by the WRTL.
- 2.7 Toys and items must be returned directly to the WRTL and checked in as per the current process. Under no circumstances should toys and items be left outside the WRTL.
- 2.8 Members are required to ensure that all toys and items borrowed (including packaging) are returned in a clean, dry and hygienic state. The WRTL is committed to providing our children with safe, clean and well maintained toys at all times.
- 2.9 Members must not transfer toys or items to any other person and must undertake to borrow toys and items for personal use only. Loaning or exchanging borrowed toys or items between members or non-members is prohibited.
- 2.10 Members with outstanding fines are not permitted to borrow any further toys or items until the outstanding monetary fines are paid.
- 2.11 It is the responsibility of each Member to check each toy and item they wish to borrow prior to 'checking' it out to ensure that;
  - a) the toy or item is not damaged; and
  - b) the packaging is not missing or damaged; and
  - c) there are no missing pieces; and
  - d) the toy or item is no broken.If a toy or item or packaging is damaged, broken or has missing pieces, please notify the MIC immediately. Failure to do this will result in the issuing of a fine to the wrong Member.

### **3 Penalties**

- 3.1 To promote the availability and turnover rate of a wide range of toys and items, it is necessary to enforce a penalty system as follows:
- 3.2 Late Returns (Overdue)
  - 3.2.1 Members that return toys and items after the Loan Period shall be subject to a fine of \$1.00 per toy/item, per week.
- 3.3 Lost Pieces
  - 3.3.1 Toys or items that are returned with missing pieces shall be re-borrowed by the member for a further one week period to try and find the missing pieces.
  - 3.3.2 If there are missing pieces after this one week period, then the member can decide to pay a \$3.00 fine per piece or to replace the pieces with a suitable substitute, subject to the approval of the Toy Repairer.
  - 3.3.3 Where the loss of the piece renders the toy or item un-usable, the member shall be liable for the full replacement cost of the missing piece/s or the item itself if the missing piece is unobtainable.
- 3.4 Lost Toy or Item
  - 3.4.1 Members that lose a toy or item shall be liable for the replacement cost of the toy or item.
- 3.5 Broken or Damaged Toy, Item and Pieces
  - 3.5.1 Members that return a toy or item that is broken or has broken pieces shall be subject to a \$3.00 per piece fine.
  - 3.5.2 Where the damage of the toy or item renders the toy or item un-usable, the member shall be liable for the full replacement cost of the damaged piece/s or the item itself if the broken or damaged piece is unrepairable or unobtainable.
- 3.6 Lost packaging
  - 3.6.1 Toys or Items that are returned with missing packaging shall be re-borrowed by the member for a further one week period to try and find the missing packaging.
  - 3.6.2 If there is packaging missing after this one week period then the member shall be subject to the replacement cost of the packaging as determined by the Toy Packager.
- 3.7 Broken packaging
  - 3.7.1 Members that return packaging that is broken shall be subject to a \$3.00 per item fine.
  - 3.7.2 Where the packaging is damaged beyond reasonable use, then the member shall be subject to the replacement cost of the packaging.

- 3.8 Unclean items
  - 3.8.1 Members that return items that are unclean shall have the option of either a \$1.00 per item find or to re-borrow the item for a further one week period to clean the item before returning it.
- 3.9 Stolen items
  - 3.9.1 Where the toy or item is deliberately not returned within a four week period following the due date, the Police shall be informed and the members shall be liable for the full replacement cost of the toy or item.
- 3.10 Failure to Perform Membership Obligations
  - 3.10.1 Members shall be subject to a \$20.00 fine for any of the following:
    - a) Failure to attend the AGM; or
    - b) Failure to attend their rostered library session; or
    - c) Failure to attend the 2 hour stock-take session.

#### **4 Safety**

- 4.1 The WRTL shall not be responsible for any injuries or damage as a result of using borrowed toys or items.
- 4.2 It is the responsibility of parents to inspect toys before being used and to ensure appropriate supervision of their children during use.
- 4.3 Responsibility for the selection of age appropriate toys for the child rests with the parent. Information regarding age suitability is merely a guide.
- 4.4 Small pieces can become safety hazards for other (particularly small) children in addition to being tripping hazards for adults!
- 4.5 Packaging materials are not toys and are for transporting toys only. They must be removed from the toy and stored away from the child before play.
- 4.6 If a toy or item is damaged in your care, please remove the damaged toy or item from the child immediately.
- 4.7 Children are welcome at the WRTL. Parental supervision is required at all times outside and inside the WRTL.

#### **5 Privacy of Information**

- 5.1 It is a legal requirement under the *Associations Incorporation Act 1987* that member's names and addresses can be made available upon request to other members.
- 5.2 Other information obtained from the membership application form shall be kept strictly private and used for WRTL purposes only.
- 5.3 Member's personal details shall never be passed onto a third person without their consent or unless the disclosure is required or authorised under law.

## **6 Appeals**

- 6.1 Appeals to any decisions shall be made in writing to the Chairperson within 14 days of notification of the decision.
- 6.2 The Committee shall hear the appeal at the next Committee meeting and make a decision.
- 6.3 The Committee's decision shall be final.