

# Church Corner Toy Library Terms and Conditions

## 1. Definitions

- 1.1. "CCTL" means the Church Corner Toy Library Incorporated.
- 1.2. "Member" means the person or persons listed on the membership agreement.
- 1.3. "Library" means the premises of Church Corner Toy Library located at 393 Riccarton Road.
- 1.4. "Toys" means the items borrowed from the CCTL, including all supplied accessories.
- 1.5. "Critical piece" means a component or piece of a toy where the absence of or damage to that component would either substantially prevent the toy being used in the normal manner for that toy, or would render the toy unsafe.
- 1.6. "Minor piece" means a component of a toy that is not a critical piece.
- 1.7. "Visit" means a single day where Toys are borrowed from CCTL.
- 1.8. "Authorised Representative" and "Authorised Representatives" means:
  - 1.8.1. The current President, Treasurer, Secretary, committee members or employees of the Church Corner Toy Library, or
  - 1.8.2. any person serving at the request of an authorised representative in 1.8.1.
  - 1.8.3. A person is disqualified as an Authorised Representative if they themselves would be both the Member and an Authorised Representative when applying these terms and conditions.

## 2. Ownership

- 2.1. The Member agrees that the Toys are at all times owned by CCTL.
- 2.2. The Member grants CCTL and its authorised representatives permission to enter any property where the Toys are located or reasonably believed to be located, for the purposes of retrieving the Toys .
- 2.3. The Member agrees that they will not allow the Toys to leave their possession or control during the loan period.

## 3. Loans

- 3.1. Toys are normally loaned for a period of two weeks from the issue date unless otherwise notified by CCTL.
- 3.2. CCTL reserves the right to extend the loan period from time to time. If this occurs, no extra loan fees are payable by the Member.
- 3.3. Toys are deemed to be returned once the Toys and all their accessories are returned to an Authorised Representative of CCTL in person at the Library.
- 3.4. The Member agrees that they are solely responsible for making appropriate arrangements to transport the Toys , including determining the suitability of any vehicle or any other method used to transport the Toys .
- 3.5. The Member agrees that CCTL is not responsible for any damage caused to vehicles or property due to transporting the Toys , including loading and unloading the Toys .
- 3.6. The Member acknowledges full responsibility for the care and operation of the Toys during the loan period, and indemnifies CCTL and its Authorised Representatives against any loss, claims or actions arising from the operation of the Toys during the loan period, however such loss, claims or actions should arise including any legal costs on a solicitor-client basis.
- 3.7. The Member agrees that the Toys will at all times remain at their home address as recorded on the membership form, with an exception allowed for direct transportation between the Library and the Member's home.
- 3.8. The Member agrees that Toys are loaned for private domestic use only, and that they will not themselves loan or hire out the Toys, charge for use of the Toys, or allow members of the public to use the Toys.
- 3.9. CCTL endeavours to provide toys and accessories in sound clean condition and proper working order. The Member agrees to inform CCTL as soon as practicable if this is not the case.
- 3.10. The Member agrees to follow all manufacturer's instructions for the Toys.
- 3.11. The Member agrees to not use the Toys in any location that may be a workplace as defined under the Health and Safety at Work Act 2015.
- 3.12. The Member acknowledges that due to the nature of a toy library, Toys may be worn and may be missing minor pieces. CCTL welcomes feedback on its toys.
- 3.13. CCTL reserves the right to refuse to loan any toys that CCTL reasonably believe will be used in an unsafe manner or in a manner that will damage the Toys.
- 3.14. CCTL reserves the right to both exclude certain toys from the toys that a Member can loan on their first visit, and limit the number of toys loaned on the first visit. These exclusions and limits do not apply once the Member has returned the toys loaned from the first visit in satisfactory condition and complete with all parts and accessories and at least one day after the toys were loaned.
- 3.15. Toys are not loaned with batteries provided by CCTL.
- 3.16. Toys may contain batteries left in from previous loans. CCTL makes no guarantee that such batteries may be functional.
- 3.17. CCTL reserves the right to refuse to loan toys to the Member if the Member owes funds or has a negative account balance.

## 4. Safety

- 4.1. CCTL endeavours to provide safe, age appropriate toys. The Member agrees that they are ultimately responsible for determining the suitability of toys for use, taking into consideration children's age and ability.
- 4.2. The Member agrees to not circumvent any safety device or feature of the Toys .
- 4.3. The Member agrees that any mains powered electrical component of a toy will be used by adults only.
- 4.4. The Member agrees to only use accessories provided with the Toys .
- 4.5. The Member agrees to use Toys in accordance with supplied instructions, including abiding by weight, size and age limits.
- 4.6. Helmets: The Member agrees that they are responsible for providing appropriate helmets and protective clothing. Helmets are available for loan if required.
- 4.7. The Member agrees to not mix different types of batteries or old and new batteries in a toy.

## 5. Care

- 5.1. The Member agrees to take all reasonable steps to look after the Toys .
- 5.2. The Member agrees to not modify, tamper with, or attempt repairs or authorise repairs to the Toys.
- 5.3. The Member agrees to not leave the Toys outdoors overnight.
- 5.4. The Member agrees to dry the Toys as soon as reasonably possible if they get wet.
- 5.5. The Member acknowledges that Toys are intended for use by children.
- 5.6. The Member agrees to use appropriate cleaning methods as instructed by CCTL.

## 6. Damage and Loss

- 6.1. The Member agrees to cease using the Toys and contact CCTL as soon as practicable in the case of damage to or loss of the Toys or their accessories.
- 6.2. The Member agrees that they are solely responsible for any damages incurred to the Toys during the loan period. The Member agrees to pay all costs associated with effecting a repair to the Toys .
- 6.3. The Member agrees that damage may not be immediately apparent to CCTL, and the Member accepts liability for damage discovered after the end of the loan period that CCTL reasonably determines occurred during the loan period.
- 6.4. The Member agrees to pay CCTL, within 30 days, for any charges that are billed to the Member for repair or replacement of damaged or lost Toys .

- 6.5. The Member agrees that if a toy or a critical piece is lost or stolen, or is damaged so that a repair is not economically feasible, the Member will pay a replacement fee determined by CCTL factoring in the condition and age of the Toys and the replacement cost of the Toys or the accessory damaged.
- 6.6. While CCTL shall take input from the Member when determining a replacement fee, the Member acknowledges that replacement fees are ultimately determined by CCTL.
- 6.7. The Member agrees that in the case of an exact replacement of the Toys being unavailable, CCTL will consider equivalent Toys when determining any replacement fee.

## **7. Fees & Memberships**

- 7.1. In order to become a Member, a person or persons must complete a membership form and pay the fee for the membership type chosen.
- 7.2. The membership period runs for 12 months from the date the membership fees are paid.
- 7.3. The Member's responsibilities under these terms and conditions continue to apply after the membership period ends, and only end once all Toys have been returned and all fees are paid.
- 7.4. The Member agrees that they are responsible for maintaining up to date contact details with CCTL, and agrees to inform CCTL as soon as practicable of any changes to the Member's home address or contact details.
- 7.5. Membership fees are not refundable.
- 7.6. Membership types
  - 7.6.1. Duty membership
  - 7.6.2. Non-duty membership
  - 7.6.3. Casual membership.
- 7.7. Duty members are required to complete four duties at a mutually agreed time within the membership period.
  - 7.7.1. If a Member fails to complete the required number of duties in the membership period, the Member agrees to pay the non-completed duty fee for each duty not completed.
- 7.8. Casual members are charged a bond. This bond is refundable following the return of all Toys and payment of any outstanding fees on the Member's account.
- 7.9. Casual members are allowed five visits. The membership period for a casual Member ends after the final visit is complete.
- 7.10. Fees are charged to the Member's account according to the Fee Schedule.
- 7.11. Payment demand: If CCTL notifies the Member of an outstanding balance on the Member's account, the Member agrees to pay the balance within 30 days.
- 7.12. Toy loan fees are not refundable if you change your mind. Toy loan fees may be refunded on a case by case basis if the Toys are found to be unsafe, substantially defective or missing critical pieces.
- 7.13. The Member agrees to pay all outstanding fees on their account at the end of the membership period.
- 7.14. Credit balance: The Member may pay funds to CCTL to add credit to their account. Such credit is non-refundable.
- 7.15. The Member agrees that fees may be charged against any bond or other funds retained by CCTL.
- 7.16. Cancellation: CCTL reserves the right to cancel a membership at its sole discretion.
- 7.17. When a membership is cancelled the reason for cancellation will be provided to the Member in writing.
- 7.18. The Member must pay all outstanding fees within 30 days of receiving notice of membership cancellation.
- 7.19. The Member must return all Toys belonging to CCTL to the Library within 14 days.
- 7.20. CCTL will refund the initial membership fee pro-rated according to the number of whole months remaining in the membership period at the point of cancellation.

## **8. Indemnity**

- 8.1. The Member indemnifies CCTL and holds them harmless for any injury sustained or damage caused as a result of using the Toys .

## **9. Miscellaneous**

- 9.1. The Member agrees that these terms and conditions may only be altered in writing, and that no oral statement from CCTL or its authorised representatives can effect an alteration of these terms and conditions.
- 9.2. In the case of a conflict between these terms and conditions and any other CCTL provided document, these terms and conditions take precedence.
- 9.3. If the Member is unable to use the Toys due to safety reasons, CCTL may at its discretion provide a refund or credit for the loan charges.
- 9.4. The Member agrees that if CCTL or an authorised representative has reasonable cause to believe that the Toys have been, are being, or will be used in an unsafe manner or any manner contrary to these terms and conditions, CCTL or its authorised representative may take any or all of the following actions:
  - 9.5. Cancel any booking, hold or reservation that has been made, before the loan period has started.
  - 9.6. Uplift the Toys from the Member, in which case the Member grants permission for CCTL and its authorised representatives to enter any property or building where the Toys are located or reasonably believed to be located to retrieve the Toys.
  - 9.7. CCTL reserves the right to alter these terms and conditions and the Fee Schedule from time to time. Such changes will only be done following a committee meeting, and will be notified to members by email and a notice in the library.