



LOAN > USE > RETURN > REPEAT

Gold Coast Tool Library Inc.

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Library Membership and Borrowing Terms and Conditions.

Membership Eligibility

1. Library members must be age 18 or over to borrow items from Gold Coast Tool Library Inc. (GCTL)
2. Prior to borrowing items, all Members must:
 - (a) complete and submit a Membership Application either online through the GCTL website (www.toollibrary.org.au) or in person at the GCTL premises and be accepted for membership by the GCTL.
 - (b) pay the annual Membership Subscription as detailed on the GCTL website. Valid for 365 days from date of joining.
 - (c) agree to the Terms and Conditions of Library Membership and Item Use and Care.
 - (d) sign and submit the Liability Waiver Form either by providing a digital signature as part of the online membership application, or in person at GCTL. Members may not borrow any tools or items until they have signed the Liability Waiver.
 - (e) have their identity and residence confirmed by the GCTL. Verification is accomplished by the presentation of a current drivers licence / Government issue 18+ ID card, together with a utility bill / bank statement issued within the previous 3 months, both displaying the same address, plus any necessary concession documents.
3. The Member agrees to read and fully understand the rules, terms and conditions and policies as displayed on the GCTL website before joining and borrowing items. The Member understands that failure to comply with any of these rules and policies may result in revocation of membership without refund and/or legal action against the Member.
4. The Terms and Conditions of Membership and Item Use are subject to change at any time. Members are notified via email of any updates to this policy.
5. Once a Member's subscription has expired, they will be required to renew their membership via the steps listed at point 2. of this document before resuming borrowing.

BORROWING AND RETURN OF TOOLS

6. Members are only entitled to borrow tools/items from GCTL while they maintain a fully paid-up membership. Membership fees are set out on the GCTL website and Members should check the GCTL website prior to renewing their Membership for any changes to Membership fees.
7. Where a Member is utilising a membership of a NFP Organisation/Charity borrowing tools/items from GCTL, they must demonstrate that they are a listed authorised representative of that organisation
8. Only the Individual Member borrowing the item is authorized to use GCTL items. The Member shall not permit the use of items checked out to her/him by any other person unless by the express permission of GCTL. An exception, persons within the Member's household/family using the items under the Members

supervision. The Member retains responsibility for the item at all times including the correct and safe usage of the item and for any breakage, loss, or damage.

9. GCTL reserves the right to cancel a membership without refund or refuse borrowing for a Member who is allowing their borrowed items to be used by other individuals or groups.

10. The Member warrants that tools/items are only to be used for private, household activities, and not for making works or products, or providing services that will be available for sale to other parties.

11. Members may borrow up to five tools/items at one time. Items may be reserved in advance via the online catalogue.

12. If a Member desires to borrow more than five tools/items from the catalogue at one time, a cost of \$5 per extra item will apply. These costs are payable at the time of collection and are non-refundable. A defined set of multiple items identified with a single inventory number is considered to be one item.

13. Borrowing term is for a maximum period of 7 days. For tools/items borrowed on a Saturday, they must be returned no later than 10am on the following Saturday.

14. Renewals for a period of up to an additional 7 days may be possible however, Members must be prepared to return all items by the return times set out in clause 13 above. GCTL reserve the right to refuse or limit renewals and will do so based on demand for individual tools/items.

15. Items may only be collected and returned during the GCTL stipulated opening hours as set on the GCTL website. Items for return must not be left unattended outside the GCTL premises or elsewhere.

16. Members borrowing multiple items may be requested to defer borrowing of certain items based on demand.

17. Item availability. GCTL cannot guarantee that all reserved items will be available for collection. GCTL will endeavour to contact you as soon as practicable if your reserved item(s) is unavailable.

18. A limited number of inventory items may attract an additional borrowing fee due to insurance premiums or high replacement value and are listed as such on the GCTL website. Additional borrowing fees are payable at the time of collection and are non-refundable.

19. The Member agrees to return items on time and be responsible for any fines or late fees. The Member understands that failure to do this may result in the cancellation of membership without refund, or suspension of borrowing until overdue fees are paid.

20. Late Fees: Members will be charged the following late fees for each item kept past the Return Date. \$1.00/day/tool for hand tools/items and \$3.00/day/tool for power tools. Fines must be paid in full before borrowing any additional items. Note: Items can only be returned during stipulated library opening hours and late fees accumulate daily regardless.

21. GCTL reserves the right to use appropriate steps to retrieve delinquent items or unpaid fines and fees, including the use of a collection agency and/or legal action, and require the delinquent Member to pay the costs of any such action. GCTL also reserves the right to forgive fees due to special extenuating circumstances.

22. GCTL may replace severely delinquent items (over 30 days), including lost or stolen items, holding the Member responsible for the full replacement cost of the item.

23. All items are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. All items must be returned clean and dry or the Member agrees to pay a cleaning fee appropriate for the items condition, age and value.

24. If a Member borrows an item and with our agreement passes it on to another Member before it is returned to GCTL and booked in, the first Member remains liable to GCTL for the return and condition of the item until it is returned to GCTL. If a Member receives an item from another Member, with our agreement, the receiving Member's use of that item will also be under the terms of this Agreement.

25. Failure to comply with the requirements as set out above can trigger a cancellation of membership with no refund of remaining fees.

26. GCTL reserves the right to refuse the loan of any item at its discretion.

Item Use and Care

27. Members agree to satisfy themselves prior to borrowing the tool/item that they are suitable for the Members intended purpose and conduct a thorough hazard and risk assessment before using the tool/item.

28. The Member must agree to use the tool/item including any associated or attached tools, accessories and parts available for hire/purchase in a proper manner and in a way in which the tool/items were designed to be used and in accordance with any manufacturer's instructions provided with, on the tool/item or provided on the GCTL website.

29. The Member agrees that if any borrowed item becomes unsafe or in a state of disrepair, they will immediately discontinue use of the item and notify GCTL of the issue on return, if not earlier. Members must not attempt to repair or tamper with any GCTL tools/item without prior written approval from GCTL.

30. The GCTL Team are available to assist in explaining the operation of items. However, by taking possession of any item, the Member is certifying that she/he is capable of using that item in a safe and proper manner.

31. The Member agrees that GCTL is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items.

32. If a GCTL Team Member identify a need for you to use additional equipment related to your selected items, either for safety or effective use or any other reason, you must accept and comply with this advice, including use of all personal protective equipment where required whether advised by GCTL or not.

33. Members borrowing electrical equipment, must first safety check the item and any visible wires and plug for any damage before use. Electrical items have a dual insulating cover to the wiring and if any coloured wires are visible either through, or at the ends of the outer insulation do not use the item and notify GCTL on return of the item or before. If Members are using the item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp, or other electrical wiring, Members are recommended to use an RCD and operate the tools with an adequate power source.

34. Return the tool/item in a clean state and in good repair.

TRANSPORT

35. Wherever a Member is moving the tools/equipment, they must ensure the safe loading, securing, and transporting of all tools/equipment in accordance with all laws and manufacturer's guidelines. Members must observe any safety directions advised by GCTL and/or the manufacturer of the tools/equipment to ensure its safe loading and handling.

Privacy and Acknowledgement of Data Collection

36. GCTL commits to taking as much care as is reasonably possible in protecting Members' personal information online.

37. GCTL uses MyTurn to power its online catalogue. G Suite by Google to store files and information. GCTL uses Stripe, Square and PayPal to collect online payments. The privacy and/or data security policies of these providers are linked below*.

38. The Member understands that by applying for membership online and using the GCTL web based catalogue and payment gateway providers, they are submitting personal data at their own risk and that GCTL is not liable for any breaches of Member's privacy or abuse of Member's personal information by any other party.

*** 3rd-party privacy and/or data security policies**

The privacy policy of MyTurn is available at <https://myturn.com/privacy/>

The information security practices of Google are available at

<http://www.google.com/policies/privacy/#infosecurity>

The privacy policy of Stripe is available at <https://stripe.com/us/privacy/>

The privacy policy of PayPal is available at <https://www.paypal.com/au/webapps/mpp/ua/privacy-full>

The privacy policy of Square is available at <https://squareup.com/au/legal/privacy>

Updates to this document

GCTL will notify current members by email of any changes to the Library Membership and Borrowing Terms and Conditions and recommends Members check the GCTL website prior to borrowing any items for any changes to these Terms and Conditions. However, GCTL agrees that changes to these Terms and Conditions will not apply with respect to a loan period commenced prior to the date the change took place.

Last updated September 2020