



# The Bilby Toy Library

Berkeley Vale Neighbourhood Centre, The Berkeley Centre, Heather Ave, Glenning Valley

## New Membership / Renewal Form

Name:		Membership Status
Address:		
		Postcode:
Telephone No. Home:	Mobile:	Work
Email Address:	Preference of Receiving Correspondence EMAIL / MAIL	
Children's DOB:	Drivers License:	
How did you find out about the Bilby Toy Library?		

- I wish to join The Bilby Toy Library for the (one family per membership @ \$35 per 12months or \$20 per 6months standard membership or \$15 per 12months or \$10 per 6months concession membership).
- I understand that it is my responsibility to select toys suitable for my children's skills and development and to supervise the use of the toys where appropriate.
- I understand that it is my responsibility to return toys to the Bilby Toy Library in a clean and dry condition and where toys are not returned to the required standard, I may be asked to clean the toys with on-site cleaning equipment or reborrow to clean at home. In particular, for parents of children 0-12 months, it is respectfully suggested that you clean toys both prior to use and return with a diluted Milton solution or similar, as an additional hygiene precaution.
- I understand that an initial fine of \$5.00 will be imposed for damaged/lost toys and that a further fine may be imposed depending on the extent of the damage/loss at the discretion of the committee.
- I understand that it is my responsibility to supervise my children while they are at the Bilby Toy Library.
- I consent to the personal details collected on this membership form being placed on the Bilby Toy Library database for Toy Library purposes only. This information will not be passed onto any outside parties.
- The Berkeley Vale Neighbourhood Centre accepts no liability for any injury or loss arising from the borrowing or use of the toys, which are the property of the Bilby Toy Library.
- I understand that I must notify The Bilby Toy Library of any changes to my contact details.
- I understand that there is no refund on membership
- I have read the conditions on the Membership Brochure
- I have read and understood the Credit Statement on the back of this membership form and understand that if The Berkeley Vale Neighbourhood Centre places the collection of outstanding or payment for delinquently broken items borrowed from the Bilby Toy Library into the hands of EC Credit Control I will be liable for all costs involved.

**PLEASE NOTE:** THE BILBY TOY LIBRARY CLOSSES FOR 2-3 WEEKS OVER THE CHRISTMAS/NEW YEAR PERIOD.

Signed:	Date:
Office Use Only : Membership paid:	Membership length:
	Membership number:

## 1. Goods and/or Services

1.1 The Goods and/or Services shall be as described on the invoices, quotation, work authorisation, sales order or any other work commencement forms as provided by the Seller to the Buyer.

## 2. Price and Payment

2.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods and/or Services supplied.

2.2 Time for payment for the Goods and/or Services shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice.

2.3 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

## 3. Default & Consequences of Default

3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

3.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

## 4. Title

4.1 It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:

- (a) the Buyer has paid all amounts owing for the particular Goods; and
- (b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

## 5. Privacy Act 1988

5.1 The Buyer agrees for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer in relation to credit provided by the Seller.

5.2 The Buyer agrees that the Seller may exchange information about Buyer with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) to assess an application by Buyer;
- (b) to notify other credit providers of a default by the Buyer;
- (c) to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
- (d) to assess the credit worthiness of Buyer.

5.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

5.4 The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

- (a) provision of Goods and/or Services;
- (b) marketing of Goods and/or Services by the Seller, its agents or distributors in relation to the Goods and/or Services;
- (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of Goods and/or Services;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and
- (e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods and/or Services.

5.5 The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Buyer; and or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.