

Website Terms of Use

Last updated: July 2026

Version 1

About these terms

These Website Terms of Use explain the conditions that apply when you access or use websites operated by Toy Libraries Australia Inc., trading as Toy Libraries Australia, Toy Community and Toy Well, ABN 40 557 982 129.

In these terms, **Toy Libraries Australia, TLA, we, us** and **our** refer to Toy Libraries Australia Inc.

Our websites and online services may include:

- toylibraries.org.au
- toylibraries.au
- toylibraries.tidyhq.com
- learn.toylibraries.org.au
- toycommunity.com.au
- toywell.org.au
- other websites, online platforms and digital services operated by us.

In these terms, these are collectively referred to as our **websites**.

By accessing or using our websites, you agree to comply with these terms.

If you do not agree with these terms, please do not use our websites.

Some of our websites and services are hosted or supported by third-party platform providers. These terms apply to your relationship with Toy Libraries Australia and your use of our content and services. The platform provider's own terms may also apply to the operation of its platform.

Additional terms may apply to particular products, services, memberships, events, programs or online platforms. Where additional terms apply, we will make them available at the relevant time.

Toy Libraries Australia's social media accounts and online communities are also subject to our Social Media Community Guidelines and the terms of the relevant platform. We may moderate or remove content and restrict participation in accordance with those guidelines.

About Toy Libraries Australia

Toy Libraries Australia is the national peak body representing and supporting toy libraries across Australia.

Our websites provide information, resources and services relating to toy libraries, play, child development, inclusion, community participation, advocacy and related areas.

Some parts of our websites may also allow people to:

- find a local toy library
- access family and professional resources
- listen to podcasts or view videos
- register for events, training or programs
- purchase products or services
- apply for grants, projects or opportunities
- submit enquiries, feedback or content
- access member-only information or services.

Using our websites

You may use our websites for lawful, personal, professional, educational or organisational purposes. When using our websites, you must not:

- break any applicable law or regulation
- use the websites for fraudulent, misleading, harmful or unlawful purposes
- interfere with the operation, availability or security of the websites
- attempt to gain unauthorised access to our systems, accounts or information
- introduce viruses, malicious code or other harmful technologies
- collect or scrape information from the websites using automated tools without our written permission
- use our content to develop, train or improve an artificial intelligence or machine-learning system without our written permission
- impersonate another person or organisation
- submit information that is false, misleading, defamatory, discriminatory, threatening or unlawful
- infringe another person's privacy, copyright, trademark or other rights
- use our websites or content to make a false, misleading or defamatory statement, or to falsely imply endorsement, accreditation, partnership or approval.

We may restrict or block access where we reasonably believe a person is misusing our websites or breaching these terms.

Information on our websites

We aim to provide information that is accurate, useful and up to date. However, information may change over time, and we do not guarantee that all website content will always be complete, current or free from errors.

Content may include:

- general information about toy libraries
- articles about play and child development
- research summaries
- podcast episodes and transcripts
- training or professional information
- advocacy and policy materials
- templates, guides and downloadable resources
- information supplied by local toy libraries or other organisations.

You should consider whether the information is appropriate for your circumstances and verify important information before relying on it.

General information only

The content on our websites is provided for general information and educational purposes. It is not a substitute for individual medical, developmental, therapeutic, psychological, legal, financial or other professional advice.

Children and families have different circumstances, strengths, preferences and support needs. Information about play, development, disability or wellbeing may not be suitable for every child or family. Parents, carers and professionals should use their own judgement and seek appropriately qualified advice where needed.

Nothing on our websites creates a professional, clinical, therapeutic, advisory or practitioner-client relationship between you and Toy Libraries Australia, our contributors or the people featured in our content.

Play and activity safety

Parents, carers, educators and professionals are responsible for assessing whether a toy, activity or play idea is suitable for the child involved.

This includes considering:

- the child's age, abilities, development and preferences
- supervision requirements
- choking, falls, water, movement and other safety risks
- allergies, sensory needs or medical considerations
- the condition and correct use of toys or equipment
- instructions and safety warnings provided by manufacturers.

Children should be appropriately supervised while using toys, resources and play equipment.

Toy Libraries Australia is not responsible for how a person chooses to use or adapt an activity, toy or resource described on our websites.

Nothing in these terms limits any rights or remedies that cannot lawfully be excluded.

Individual toy libraries

Our websites may provide information about independently operated toy libraries.

Although toy libraries may be members of, affiliated with or supported by Toy Libraries Australia, they are generally separate organisations responsible for their own:

- membership arrangements
- fees and charges
- opening hours
- toy collections
- borrowing rules
- safety procedures
- events and services
- staff and volunteers
- privacy practices
- decisions and conduct.

We try to keep toy library listings accurate, but details may change without notice. You should contact the relevant toy library directly to confirm its services, availability, eligibility, accessibility and membership requirements.

Unless expressly stated otherwise, Toy Libraries Australia does not manage individual borrowing arrangements and is not a party to agreements between users and toy libraries.

Find a Toy Library directory

The Find a Toy Library directory is provided to help people locate toy libraries and related services.

A listing does not mean that Toy Libraries Australia:

- manages or controls the listed organisation
- has independently verified every detail in the listing
- endorses every service, activity or statement made by the organisation
- guarantees that the organisation is open, available or suitable for a particular family.

Toy libraries are responsible for advising us of changes to their information. If you identify incorrect or outdated information, please contact us at info@toylibraries.org.au.

Professional resources

Our professional resources are intended to support learning, discussion, referral and collaboration.

They do not provide clinical directions or replace the professional judgement, qualifications, policies or legal responsibilities of allied health professionals, educators, early childhood practitioners, community workers or other service providers.

Professionals remain responsible for:

- assessing whether a resource is suitable for a particular child or family
- complying with their professional standards and organisational policies
- obtaining any required consent
- maintaining professional boundaries and confidentiality
- documenting decisions where appropriate.

References to research, professional practice or developmental outcomes are provided in context and should not be treated as guarantees of a particular result.

Intellectual property

Unless otherwise stated, the content on our websites is owned by or licensed to Toy Libraries Australia.

This may include:

- text
- logos
- trademarks
- business names
- photographs
- illustrations
- graphics
- videos
- audio recordings
- podcast episodes
- transcripts
- templates
- reports
- publications
- downloadable PDFs
- website design and layout.

Copyright protection in Australia generally arises automatically when qualifying original material is created, rather than through a registration process.

All rights are reserved except where these terms or a resource-specific licence allows use.

Permitted use of our content

You may:

- view and access our content for personal or internal organisational use
- download resources where a download option is provided
- print reasonable copies for personal, family, educational or professional use
- share links to pages on our websites
- share resources with families or professional contacts where the resource is intended for that purpose
- use materials in another way where we have provided written permission or a specific licence.

When sharing our resources, please:

- credit Toy Libraries Australia
- retain any copyright notices, logos and acknowledgements
- link to the original webpage where practical
- avoid presenting the material as your own work.

Restrictions on using our content

Unless we have given permission, you must not:

- reproduce or republish a substantial part of our website
- sell, licence or commercially distribute our content
- remove branding, acknowledgements or copyright notices
- substantially alter a resource and continue to present it as an official TLA resource
- use our logo or branding in a way that suggests endorsement, accreditation or partnership
- upload complete copies of our resources to another public website where linking to the original is reasonably available
- use our content for automated scraping, data mining or artificial intelligence training
- use photographs, videos, family stories or testimonials outside the context in which they were published
- use our materials in a misleading, discriminatory or harmful way.

Please contact info@toyllibraries.org.au to request permission for uses not covered above.

Resources for toy libraries

We may provide templates, campaign materials, graphics or other resources for use by TLA member toy libraries. Any instructions accompanying those resources form part of these terms.

Unless otherwise stated, member toy libraries may customise templates intended for local adaptation, provided they do not misrepresent TLA's position, remove required acknowledgements or present substantially altered content as an official TLA resource.

A toy library must not:

- alter TLA messaging in a misleading way
- remove required acknowledgements
- use materials in a way that suggests TLA has approved a local statement, service or event where it has not
- provide the resource to another person for commercial resale.

Permission to use member resources may end if the relevant organisation is no longer eligible to access them.

Toy Libraries Australia branding

The names Toy Libraries Australia, Toy Community and Toy Well, together with our logos, campaign marks and other branding, may be protected by copyright, trademark law or other rights.

You must not use our branding without permission, except:

- where an approved template expressly allows it
- when accurately identifying or linking to Toy Libraries Australia
- as otherwise permitted by law.

Use of our branding must not imply a partnership, endorsement, accreditation, sponsorship or approval that does not exist.

Content provided by other people

Some content may be provided by families, professionals, toy libraries, researchers, contributors, partners or other third parties. The views expressed by a guest, interviewee, author or contributor are their own and do not necessarily represent the views of Toy Libraries Australia. We may review, edit or remove contributed content, but we are not required to monitor every contribution.

Content you submit

You may have opportunities to submit:

- comments or feedback
- testimonials
- stories
- photographs or videos
- survey responses
- event or directory information
- documents or other materials.

You must only submit content that:

- is accurate to the best of your knowledge
- you have the right and authority to provide
- does not breach confidentiality or privacy obligations
- does not infringe another person's intellectual property
- is not unlawful, defamatory, discriminatory, threatening or misleading.

Where content identifies another person, including a child, you must have any permission needed to provide it to us.

Permission to use submitted content

Submitting content does not automatically transfer ownership of it to Toy Libraries Australia. However, where you submit content for publication, promotion, research, evaluation, advocacy or another identified purpose, you give us permission to use, reproduce, edit, adapt, publish and communicate that content for that purpose.

We will manage personal information and identifiable stories in accordance with our Privacy Policy and any consent arrangements that apply.

Where separate contributor, photography, research or publication terms are provided, those terms take priority for that content.

Links to other websites

Our websites may contain links to external websites, applications, publications or services. These links are provided for convenience and information.

Unless expressly stated, a link does not mean that Toy Libraries Australia:

- controls the external website
- endorses all its content, products or services
- guarantees its accuracy, security, accessibility or availability
- accepts responsibility for its privacy practices.

You access external websites at your own discretion and should review their terms and privacy policies.

Embedded and third-party content

Our websites may display content or services provided by third parties, including:

- podcast and video players
- maps
- social media content
- payment services
- forms
- event platforms
- membership systems
- document viewers.

These services may be governed by the third party's terms and privacy policy. We are not responsible for a third party's systems, content, availability or information-handling practices.

Accounts and member access

Some website features may require an account, login or membership.

You are responsible for:

- providing accurate account information
- keeping passwords and login details secure
- restricting access to your account
- notifying us if you suspect unauthorised access
- activity carried out using your account, to the extent permitted by law.

You must not share access to member-only materials with people who are not authorised to use them.

We may suspend or close an account where reasonably necessary to protect security, respond to misuse or enforce these terms.

Age and authority

You must be at least 18 years old to make a purchase, create an organisational account or enter into an agreement through our websites.

If you use our websites or enter into an agreement on behalf of an organisation, you confirm that you are authorised to do so.

Products and services

We may offer products, services, events, training, memberships or other paid opportunities through our websites.

Details such as the price, inclusions, eligibility, availability, delivery arrangements and cancellation conditions will be displayed with the relevant offer or provided before purchase. Prices are in Australian dollars unless stated otherwise.

We may correct genuine errors in descriptions, availability or pricing. If an error affects an order already placed, we will contact you and provide an appropriate option, such as confirming the corrected arrangement or receiving a refund.

Orders and payment

When you place an order or registration through our websites, you are offering to purchase the relevant product or service on the stated terms. An automated acknowledgement does not necessarily mean that an order has been accepted.

We may decline or cancel an order where reasonably necessary, including where:

- a product or service is unavailable
- eligibility requirements are not met
- payment cannot be processed
- information supplied is incorrect
- there is a genuine pricing or technical error
- we reasonably suspect fraud or misuse.

Where we cancel a paid order, we will provide a refund for the amount paid unless another lawful arrangement applies.

Electronic transactions and communications can be legally recognised in Australia under applicable electronic-transactions legislation.

Events, training and programs

Separate registration, cancellation, transfer or attendance terms may apply to an event, course, training session or program.

We may reasonably change:

- presenters
- schedules
- delivery formats
- venues
- program content.

If we cancel a paid event or program, we will offer a remedy consistent with applicable law and any specific registration terms.

Participants are responsible for deciding whether an event, training session or program is suitable for their role and circumstances.

Consumer rights

Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation.

Where goods or services come with consumer guarantees, these rights apply in addition to any rights described in these terms.

Australian Consumer Law protects consumers from unfair terms and provides guarantees when people purchase goods and services.

Refunds and cancellations

Any refund or cancellation information provided for a particular product, service, event or membership forms part of these terms.

A change-of-mind refund may not be available unless stated in the relevant offer. However, nothing in a refund or cancellation policy limits rights available under the Australian Consumer Law, including rights relating to faulty goods or services that do not meet applicable consumer guarantees.

Donations

Where our websites allow donations, donations are generally voluntary and non-refundable unless:

- a transaction was made in error
- a payment was unauthorised
- a refund is otherwise required by law
- we agree that a refund is appropriate.

Tax deductibility depends on the recipient organisation and the nature of the donation. You should rely on the receipt and information provided at the time of the donation and seek taxation advice where required.

Website availability

We aim to keep our websites available and functioning, but we do not guarantee uninterrupted access. Websites may be unavailable because of:

- maintenance
- technical problems
- security incidents
- third-party platform outages
- events outside our reasonable control.

We may change, suspend or discontinue website content or features where reasonably necessary.

Security

You must not attempt to test, bypass, damage or interfere with the security of our websites. Although we take reasonable steps to protect our systems, no website or online transmission is completely secure. Please contact us promptly if you identify a potential website security issue.

Disclaimer

To the extent permitted by law, our websites and content are provided on an “as available” basis.

We do not guarantee that:

- all content is complete, current or error-free
- a particular resource will be suitable for every user
- use of a resource will produce a particular developmental, educational, therapeutic or professional outcome
- every third-party service or external link will remain available
- the websites will be uninterrupted or free from harmful components.

This clause does not exclude any guarantee, warranty or right that cannot legally be excluded.

Liability

To the extent permitted by law, Toy Libraries Australia is not responsible for loss arising solely from:

- reliance on general website information without obtaining appropriate advice
- decisions or actions of an independently operated toy library
- use or adaptation of a toy, activity or resource in a way not directed or controlled by us
- content, products or services provided by third parties
- temporary website outages or technical failures outside our reasonable control
- unauthorised access caused by a user failing to protect their account details.

Nothing in these terms excludes or limits liability where doing so would be unlawful.

Indemnity

To the extent permitted by law, you are responsible for loss reasonably suffered by Toy Libraries Australia as a direct result of your unlawful use of our websites, infringement of another person's rights or material breach of these terms.

This section does not apply to the extent that the loss was caused or contributed to by Toy Libraries Australia.

Privacy

We handle personal information in accordance with our Privacy Policy.

The Privacy Policy explains:

- what information we collect
- why we collect it
- how it may be used or shared
- how to request access or correction
- how to make a privacy complaint.

A link to the Privacy Policy should be included here once published.

Accessibility

We aim to make our websites and resources accessible and usable by a broad range of people. Please contact us if you:

- experience an accessibility barrier
- require information in an alternative format
- have suggestions for improving accessibility.

We may not be able to provide every item in every format, but we will consider reasonable requests and available options.

Changes to these terms

We may update these terms when:

- our websites or services change
- we introduce new products, platforms or features
- legal or regulatory requirements change
- we need to clarify how the terms apply.

The current version will be published on our website with the date it was last updated. Changes apply from the date the updated terms are published, unless otherwise stated.

Changes will not retrospectively alter the terms applying to a completed purchase or other existing agreement unless required by law or agreed with the affected user. Where practicable, we will provide reasonable notice of material changes affecting an ongoing paid service or membership.

Governing law

These terms are governed by the laws of Victoria, Australia. You and Toy Libraries Australia submit to the courts of Victoria and any courts entitled to hear appeals from them. Nothing in this section prevents a person from exercising rights available under applicable consumer law.

If part of these terms is invalid

If a court or other competent authority decides that part of these terms is invalid or unenforceable, that part will be read down or removed to the minimum extent necessary. The remaining terms will continue to apply.

Contact us

Questions about these terms can be directed to:

Toy Libraries Australia Operations and Systems Manager

Email: info@toylibraries.org.au

Phone: (03) 7046 5660

Mail: 8 Lulie St, Abbotsford, VIC 3067

Website: www.toylibraries.org.au