

MAKERSPACE TERM AND CONDITIONS OF USE

* Yarra Plenty Regional Library (YPRL)

* Ivanhoe Library and Cultural Hub (ILCH)

* Design Maker Space (Space)

Through the use of the makerspace, machines and related makerspace items you agree with the following terms:

- 1) You acknowledge that any equipment requiring an induction may only be used when you have completed an induction and agreed to the terms and conditions. YPRL may require you to undertake further training to access the Space and equipment.
- 2) You may not bring outside equipment or materials into the Space without written permission from YPRL staff unless items are identified on the 'approved' list. YPRL does not accept responsibility for any damages or cost to outside equipment or materials used.
- 3) You are responsible for ensuring that you always use equipment appropriately to ensure your safety and that of other people. The Space and its equipment may not be used to create items which are illegal, offensive or dangerous.
- 4) You must immediately notify staff if you are aware of any potential safety risks, equipment malfunctions or damage, as per responsible conduct.
- 5) If you misuse the equipment or do anything that creates a safety risk, then you may be asked to leave the Space and potentially have your access to the machines revoked.
- 6) You must comply with any instructions given by YPRL staff in relation to the use of equipment.
- 7) You agree to comply with YPRL's 'Responsible Conduct Policy' when in the Space.
- 8) You acknowledge that you have copyright permissions for anything you create in the Space and must not use the Space to infringe the intellectual property rights of others. YPRL takes no responsibility for intellectual property protection.
- 9) YPRL may film, record or photograph activities within the Space for marketing, communications and reporting. If you do not wish to be filmed, recorded or photographed you must advise YPRL staff on arrival.
- 10) You agree that access to the Space and use of the equipment is entirely at your own risk and will not make any claim against YPRL or its staff (including for negligence) to recover any loss, damage or injury that you sustain as a result of my attendance at the Space, use of equipment or use of any product you make using the equipment.
- 11) You agree that YPRL and its staff will not be liable for any loss or damage that is caused to you or a third party (including by negligence) arising out of your attendance at the Space, use of equipment or use of any product you make using the equipment.
- 12) You agree to indemnify YPRL and its staff against any claims or proceedings that may be made or brought against them as a result of your attendance at the Space, use of equipment or use of any product that you make using the equipment whether or not the claim or proceeding is due to the negligence of YPRL or its staff.
- 13) In relation to liability for breach of any term, condition, guarantee or warranty implied by law in connection with the supply of access to the Space or the equipment to you:
 - a) If YPRL's liability may be lawfully excluded, then it is excluded; and
 - b) if liability may not be lawfully excluded, but may be limited, it is limited at the option of YPRL to:
 - i) replacing the supplied goods, supplying equivalent goods or supplying the supplied services again;
 - ii) repairing the goods or paying the cost of having the goods repaired; and
 - iii) paying the cost of replacing the goods or of acquiring equivalent goods or of having the service supplied again.
- 14) YPRL does not intend to limit or exclude liability that cannot legally be limited or excluded and terms 10, 11, 12 and 13 above only apply to the extent permitted by law.

Note: These terms and conditions can change without notice