

Conditions of Use for City of Joondalup Libraries



Definitions

The following definitions shall be understood in the body of this agreement:

- **Card** shall mean a City of Joondalup library card
- **Child** shall mean any person who is under 18 years of age
- City shall mean the City of Joondalup
- **Customer** shall mean a person who has been issued a library card; or a person, including parents or guardians who have signed the membership register on behalf of children under the age of 18 years
- **Due date** shall mean the date recorded by the City of Joondalup Libraries when a lent item is required to be returned to the Libraries
- **Libraries** shall mean the City of Joondalup Library Services
- **Objectionable material** shall be as defined by the Censorship Act (WA) 1996
- **Restricted material** shall be as defined in the Censorship Act (WA) 1996
- Responsibility shall mean the customer is accountable or liable for their own actions and of those children under the age of 18 years, in their care.
- Library program refers to an event or session for public attendance and facilitated by library staff or an external presenter in arrangement with Library Services

All above definitions shall be taken to include the plural, and any reference to the masculine shall be taken to include the feminine, and vice versa.

General Terms and Conditions

By accepting these Conditions of Use customers agree that they shall:

- 1.1 Present a library card whenever borrowing items from the Libraries and understand that items may not be issued if such card is not presented at the time of loaning.
- 1.2 Take responsibility for the physical condition and timely return of all items borrowed from the Libraries.
- 1.3 Parents/Guardians shall take responsibility for items on all cards issued to children in their care.
- 1.4 Parents/Guardians shall take responsibility for the choices made by children in their care with regard to materials and content.
- 1.5 Notify the Libraries if a card is lost or stolen. The person to whom the card was issued shall retain the liability for any items lent or charges incurred prior to such notification.
- 1.6 Pay for the replacement of a lost or damaged library card at the prescribed fee, unless fair wear and tear renders the card unusable or a police report number is provided if the card has been reported stolen.
- 1.7 Notify the Libraries in the event the customer changes all or part of the address, telephone number or email address given to the Libraries as the current contact details of the customer.
- 1.8 Return all items borrowed from the Libraries on, or before close of business on the due date.
- 1.9 Pay all charges incurred as a result of the replacement or repair of items which were lost or damaged while on loan to the customer.
- 1.10 Examine all items prior to borrowing and satisfy themselves that no damage is evident to those items, and bring any such damage to the attention of staff.
- 1.11 Not make any changes or repairs to any items.
- 1.12 Not bring pets into a library facility, except where they are recognised medical aids (eg guide dogs).
- 1.13 Not bring bags into a library facility, except where agreed by Libraries, and accept that library staff may request to search bags at any time.
- 1.14 Behave in a proper manner which does not disturb or otherwise interfere with other library customers or staff. Customers shall respect the right of Library staff to bring to their attention behaviour that disturbs or otherwise interferes with Library staff or other visitors. Customers may be evicted from a library if in breach of this clause.
- 1.15 Smoking, including e-Cigarettes, is not permitted in City Libraries. Alcohol consumption is not permitted unless approval has been sought from the Manager Community Development and Library Services for an event or program.
- 1.16 Observe the requirement that children 12 years of age and under must be closely supervised by an adult when in the libraries.
- 1.17 Observe the requirement that library programs for children 0-8 years must have an adult in attendance with the child during the event.
- 1.18 Observe the requirement that library programs for children 9-12 years must have an adult on library premises. The adult(s) may not be required to attend the program.
- 1.19 Acknowledge that Libraries reserve the right to refuse to loan items such as **R** rated and **MA 15+** items to customers who do not satisfy the age requirement for those categories.
- 1.20 Understand that these Conditions of Use may change from time to time and a Council Public Notice will inform customers of such changes.

2. Internet, WiFi and Online Services

Terms and Conditions

By accepting these Conditions of Use customers agree that they are allowed to use Internet & email facilities within the Libraries subject to the following conditions:

- 2.1 Not use City of Joondalup computing services to:
 - 2.1.1 transmit objectionable material;
 - 2.1.2 obtain possession of objectionable material;
 - 2.1.3 advertise objectionable material, which is available for transmission;
 - 2.1.4 request the transmission of objectionable material;
 - 2.1.5 transmit restricted material to a minor;
 - 2.1.6 make restricted material available to a minor.
- 2.2 Understand that Internet access is a filtered service which prohibits access to certain sites, which might be considered illegal. However it is understood that the filter cannot guarantee that all questionable sites will be blocked.
- 2.3 Acknowledge that the Libraries cannot guarantee more than a single booking period. Customers must have finished all online activity by the end of a booked session.
- 2.4 Understand that the City is not responsible for the content of any online services including its accuracy, authority, timeliness or usefulness. Similarly, the City cannot be held responsible for breaks in the service due to technical problems outside its control. The nature of the Internet means that some or all services may sometimes not be available without prior notice.
- 2.5 Internet and WiFi services are provided on the understanding that they are secure as far as reasonably practicable. City of Joondalup Libraries cannot guarantee the security of private and confidential information as entered by customers onto websites or web-based forms. City of Joondalup Libraries will not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use or your reliance on websites accessed through Internet and WiFi facilities within its Libraries.
- 2.6 When accessing electronic database via the City of Joondalup website, users agree to comply with all terms and conditions of the program being used. A breach of terms and conditions may result in libraries invoking clause 3.9.

3. Penalties

By accepting these Conditions of Use customers will be subject to the following penalties:

- 3.1 Where an item is **damaged**, the customer shall receive an invoice for such damage. The charge for such damage may include the cost of fully replacing the item if the Library deems it to be irreparable.
- 3.2 Where an item is **lost** the customer shall receive an invoice for the full replacement of the item. The cost of full replacement may be charged for a new copy of the item rather than assessing the value of the item based on its age.
- 3.3 On return of a lost item within 24 months, where an invoice has been paid, the customer will be refunded the fee stated in the invoice. An administration refund charge will be deducted from the refund paid to the customer.
- 3.4 A fine will be charged at the prescribed fee, on a daily basis, for each item that is not returned by close of business on the day they are due.
- 3.5 When fines of \$10.00 or more have accrued, borrowing rights will be suspended, until the outstanding amount is reduced below \$10.00.
- 3.6 Where any invoices or charges remain unpaid, a customer will be refused access to any further library services, including but not limited to borrowing library items, until such time as the invoices or charges are paid.
- 3.7 Where any invoices and charges remain unpaid for a period of one month the City may begin debt collection and/or legal proceedings in order to recoup any losses.
- 3.8 Where any deliberate breach of section 1.12, 1.14 and 1.15 of these Conditions of Use occur, the customer will be banned immediately from further use of the Libraries facilities for a period of three months. Where a subsequent breach of these sections occurs a customer will be permanently banned from use of library facilities.
- 3.9 Where any deliberate breaches of sections 2.1 or 2.6 of these Conditions of Use occur, the customer will be reminded of these Conditions of Use. If three deliberate breaches of sections 2.1 and 2.6 are recorded against a customer, the customer will be banned immediately from further use of the Libraries Internet and email facilities for a period of three months.
- 3.10 Where there should be a subsequent breach of sections 2.1 or 2.6 after the initial three month ban period, the customer shall be permanently banned from use of library facilities.
- 3.11 Where any deliberate breach of section 2.1 occurs, the customer will be reported to the Western Australian Police in addition to any other penalties which have been imposed by the Library.
- 3.12 Manager Community Development and Library Services reserves the right to waive any or all of the penalties listed in section 3 of the Conditions of Use. Requests for the waiving of fines may have to be submitted in writing to the Manager Community Development and Library Services.

This document is available online and in alternative formats on request

joondalup.wa.gov.au

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DUNCRAIG

Cnr Warwick Rd
and Marmion Ave
Duncraig 6023
9447 9533



JOONDALUP

102 Boas Ave
Joondalup 6027
9400 4707



WHITFORD

Cnr Marmion Ave
and Banks Ave
Hillarys 6025
9400 4870



WOODVALE

5 Trappers Drive
Woodvale 6026
9400 4180

Conditions of Use – Excerpt for City of Joondalup Libraries



The City of Joondalup provides Library services to you subject to the following conditions. Please read them carefully before finalising your membership.

All new members will be provided with a complete unabridged version of the conditions of use for future reference as part of the membership kit.

2. General Terms and Conditions

You are required to:

- Present a library card whenever borrowing items from the Libraries.
- Take responsibility for all items borrowed from the Libraries.
- Parents/Guardians shall take responsibility for items on all cards issued to children in their care.
- Notify the Libraries if a membership card is lost or stolen.
- Pay for the replacement of a lost or damaged membership card.
- Notify the Libraries of any change of address or any other changed contact details.
- Return all borrowed items by close of business on or before the due date.
- Notify library staff of any damage to items before they are issued to you.
- Not attempt to repair items yourself.
- Not bring pets into any library, except where they are recognised medical aids (eg guide dogs).
- Ensure that you and any children in your care behave in a proper manner which does not disturb other library customers.
- Ensure that children 0-12 years are closely supervised while they are in the library.

2. Internet and Online Services Terms and Conditions

Customers agree that they are allowed to use internet and email facilities within the Libraries subject to the following conditions, including wireless access:

- Do not transmit, obtain or advertise objectionable material.
- Do not request the transmission of objectionable material.
- Do not transmit or make available restricted material to a minor.

- Understand that the Libraries internet service is filtered and some sites may be blocked.
- Understand that the City cannot guarantee security of confidential information which may be entered by customers onto websites or web-based forms.
- Understand that the City is not responsible for accuracy of information obtained online.
- Understand that the City cannot be held responsible for breaks in service resulting from technical problems outside our control.
- Understand that Libraries cannot guarantee extensions to a booking period for use of computing facilities.

2. Penalties

Customers agree to the following penalties being applied:

- Will pay for the repair or replacement (as applicable) for items damaged or lost while on loan to you or your children.
- Will pay overdue fines if items are not returned by close of business on the day that they are due. Charges are accruable for each day an item is overdue.
- Will pay an administration charge for each refund claimed when lost items are returned to the libraries in an undamaged condition.
- Understand that suspension of borrowing rights will occur if accrued fines reach \$10.00.
- Understand that suspension of borrowing rights will occur if an account for a lost or damaged item is unpaid.
- Understand that suspension of use of library facilities will be imposed on the customer if breaches of internet and online services conditions of use occur.