Library Use

Terms and Conditions—

# Library Use

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1. Title

Library Use Terms and Conditions (Terms and Conditions)

1. Purpose

Myli – My Community Library Ltd (Myli) is a charitable and not-for-profit institution established and operated in Australia solely to establish and operate one or more Public Libraries. Myli makes available public library resources, services and programs aimed at meeting the needs of the community, local government, schools and other persons or institutions, so that they are supported to grow and thrive.

1. Objective

The objectives of the Terms and Conditions are to regulate the management, control and use of library services provided by Myli, or jointly by Myli with its members and partners.

1. Authority

Myli’s Board is empowered to make Terms and Conditions of use pursuant to clause 7.5 of the Myli Constitution.

1. Definitions

In the Terms and Conditions, unless inconsistent with the context:

|  |  |  |
| --- | --- | --- |
| **Term** | **Refers to** | |
| Board | the Myli Board. | |
| Chair | a Board Member who is appointed to be the Chair of Myli by the Board pursuant to clause 6.9 of the Myli Constitution. | |
| Chief Executive Officer | the person who is appointed to be the Chief Executive Officer of Myli or any person acting in that position. | |
| Company Member | an ordinary member of Myli admitted by the Board pursuant to clause 4.1 of the Myli Constitution. |
| Deputy Chair | a Board Member authorised to deputise for the Chair pursuant to clause 6.9 of the Myli Constitution. | |
| Item | any and every book, magazine, newspaper, pamphlet, gramophone records, video recording, digital recording, music score, picture, print, map, chart, manuscript, toy, reading or listening equipment, electronic resources, compact disc, audio tape recording, software program or any other article forming part of the contents of the Library conducted by Myli available for borrowing, reference or perusal whether or not the property of Myli. | |
| Library member | a person, school or institution holding a current and valid Library Membership Card issued in accordance with Myli policies. A Library member holds a Library membership. | |
| Library | all or any Library outlet or library facilities, resources, services or activities provided by or under the management or control of Myli and includes without limiting the generality of the foregoing, all buildings or portions thereof, mobile libraries and other areas, facilities and vehicles or digital platforms used in connection with the provision of the library service. | |
| Library Service Area | the whole of the municipal districts of Bass Coast Shire Council, Baw Baw Shire Council, Cardinia Shire Council and South Gippsland Shire Council and other locations determined from time to time. |
| Library Membership Card | a current and valid card issued physically or electronically to a Library member by Myli in accordance with Myli policies as authority to borrow items. |
| Membership Number | a number or combination of numbers and letters identifying the unique Library member and Membership Card. |
| Patron | any person making use of the library service who is not a Library member. |

1. Exercise of Discretions
   1. In exercising any discretion contained in Terms and Conditions the Chief Executive Officer must have regard to the objectives of the Terms and Conditions.
   2. The Board may from time to time make policies and guidelines for use by Myli and its officers, Company Members, Library members, and other persons for the purpose of the Terms and Conditions.
   3. Policies and Guidelines made by Myli must not be inconsistent with the objectives of the Terms and Conditions.
2. Power of the Chief Executive Officer

Any person using the Library shall obey the lawful directions of the Chief Executive Officer or their delegate in charge of the Library generally or any branch, section or portion thereof.

1. Membership
   1. Eligibility
      1. Library membership is available to any person who meets the Library membership requirements or as determined by the Chief Executive Officer.
      2. Persons are eligible to become a Library member if they:
         1. Are a ratepayer of the Library Service Area; or
         2. Any resident of the Library Service Area; or
         3. Any non-resident who is employed in or who attends an educational institution in the Library Service Area; or
         4. Any person eligible to join a Victorian Government subsidised public library; or
         5. Any temporary visitor to the Library Service Area provided that they comply with the provisions of the Terms and Conditions.
   2. Application
      1. Persons wishing to borrow items shall:
         1. Become a Library Member by completing and submitting a Library membership application form or such other application, which shall include an undertaking to comply with the provisions of these Terms and Conditions and any Myli policy from time to time; and
         2. Provide proof of identity and eligibility; and
         3. Have not previously infringed these Terms and Conditions; and
         4. Be required to have a legal guarantor if under the age of 18 who satisfies the membership requirements. As part of the guarantee, the guarantor must:
            1. Provide a duly signed undertaking agreeing to be responsible for that person’s choice of items to be used or borrowed and their conduct within the Library;
            2. Make good the loss or damage to any item whilst in the person’s use or possession; and
            3. To the effect that they will comply with the Terms and Conditions and any Myli policies.
   3. Institutional Library Membership

At the discretion of the Chief Executive Officer, institutional Library membership may be granted to any association, society, institution, corporation, partnership, unincorporated body, business or agency.

* 1. Period of Library Membership

Library membership is current for the period of time determined by the Chief Executive Officer, unless suspended or cancelled. Persons whose Library membership has lapsed may be required to re-register before borrowing items.

* 1. Cessation, Cancellation or Suspension of Library Membership
     1. A person will cease to be a Library member if:
        1. The Library membership period as determined by the Chief Executive Officer or pursuant to the Terms and Conditions lapses from the date on which their application was granted;
        2. They cease to be eligible to become a Library member;
        3. The Chief Executive Officer is satisfied that the person has contravened; or failed to comply with any provision in these Terms and Conditions, or a Myli policy and communicated to the person.
     2. If the Chief Executive Officer is satisfied that a Library member has contravened or failed to comply with any provision in the Terms and Conditions or a Myli policy communicated to the Library member, the Chief Executive Officer may suspend or cancel the Library membership of the Library member and impose conditions for the reinstatement of such Library member.
     3. The Chief Executive Officer may suspend or cancel the Library membership of any Library member who refuses to:
        1. Return items borrowed;
        2. Pay overdue, lost or damaged item charges;
        3. Comply with any lawful request or action by the Chief Executive Officer under the Terms and Conditions.
  2. Library Membership Card
     1. Every Library member on being issued with a Membership Card shall:
        1. Be responsible for the safe custody of the Membership Card;
        2. Produce the Membership Card to library staff or scan the Membership Card with a self-checkout device whenever an item is borrowed;
        3. Report the loss, theft or destruction of the Membership Card to Myli immediately upon such loss is discovered;
        4. Notify any change of address to Myli; and
        5. Surrender the Membership Card to Myli on ceasing to be eligible for Library membership.
     2. Membership Cards are not transferable.
     3. A Library member is responsible for the safe care of every item borrowed on their Membership Card.
     4. If a Membership Card is lost or destroyed Myli may issue to the Library member a replacement Membership Card upon reporting the loss, theft or destruction and payment of any fee fixed as being payable in the event of a replacement Membership Card being issued.

1. Access, Conduct and Use
   1. Access and Use
      1. Any person shall have access to the Library to use services, items, resources and facilities provided for public use subject to the provisions of these Terms and Conditions.
      2. The Chief Executive Officer is responsible for the management and administration of the Library in accordance with the policies and directions of the Board, as shall be determined from time to time.
      3. Persons shall enter only those parts of the Library open for public use and during hours of opening.
      4. Persons shall leave the Library at the times fixed for closing or at the request of the Chief Executive Officer or Authorised Officer.
      5. All patrons shall have access to all items in the Library for consultation on the premises, with the exception of items determined to be unavailable for lending or on restricted access.
      6. Any person using the Library shall obey the lawful directions of the library staff.
      7. No person may remove from the Library any items which they have not borrowed.
      8. A library member has access on equal terms to all items available to be borrowed except where restricted by legislation.
      9. Myli takes no responsibility for loss or damage to any bag or other article left at or in the Library.
      10. Use of the internet facilities and personal computers within the Library is conditional upon compliance with any Internet Policy set by the Chief Executive Officer from time to time and which shall be published and made available to all patrons and Library members.
      11. Myli shall not be liable for any injury, loss or damage to property, caused by any act or omission of any person who is in the Library. Persons under the age of thirteen (13) must be supervised by a parent/guardian. Such person is responsible for any act or omission of a person under the age of thirteen (13).
      12. Any child who is in the library without a parent or guardian present after the time designated for closing the Library to members of the public will be placed in the custody of a member of the Victoria Police.
      13. Myli is not liable or responsible for any cost incurred, loss, injury or damage to or caused by any person (including any person under the age of eighteen (18) years, whose liability or responsibility lies with their parent/guardian) as a result of the retrieval of data or material accessed through the internet while using the internet facilities at the Library.
      14. The Chief Executive Officer or library staff may request any person who activates or apparently activates the Library’s security alarm to produce the contents of their bags, pockets, containers or other things adapted to the carrying of goods to ascertain, or attempt to ascertain, the cause of the activation of the security alarm.
      15. The Chief Executive Officer or library staff may request a person to leave a Library if that person commits an offence against these Terms and Conditions or applicable laws.
   2. Hire of Library
      1. The Chief Executive Officer may make available for hire, a designated part or parts thereof to any person or organisation within the Library subject to:
         1. The provisions of these Terms and Conditions;
         2. The use of the designated space being lawful;
         3. Payment of any fees and charges subject to the provisions of these Terms and Conditions;
         4. Compliance with Myli policies and guidelines.
   3. Temporary Cessation or Admission
      1. The Chief Executive Officer may at such times as are deemed fit:
         1. Close the Library or any part thereof for any purposes or temporarily suspend admission or service or clear the premises of any person for any purpose; or
         2. Refuse admission or service to any person who in the opinion of the Chief Executive Officer is causing or likely to cause offence, risk or intrusion upon any other person or property at the Library.
   4. Code of Conduct
      1. A person must not:
         1. Consume any intoxicating liquor, or supply or sell intoxicating liquor to any person or persons, within the Library without the written consent of the Chief Executive Officer;
         2. Consume any prohibited drugs, or supply or sell any drugs to any person or persons, within the Library;
         3. Bring any animal into the Library without the written consent of the Chief Executive Officer, other than a companion animal for the blind or hearing impaired;
         4. Act contrary to any sign or reasonable instruction from library staff;
         5. Erect, fix or place any advertisements or notices within the Library;
         6. Organise, hold or attend any rally, procession or demonstration within the Library;
         7. Sell, expose or offer for sale within the Library any food, drink or other article;
         8. Make a collection of money within the Library;
         9. Ride any skateboard, bicycle or other recreational vehicle into or within the Library;
         10. Enter any area of the Library which is designated or set aside for the exclusive use of the Chief Executive Officer, library staff or other member of the Library;
         11. Distribute any handbills, pamphlets, advertisements, notices within the Library or give a public address.
      2. A person must not:
         1. Behave in a disorderly manner while within the Library;
         2. Create or take part in a fight or disturbance while within the Library;
         3. Use any offensive, indecent or abusive language while within the Library;
         4. Offend against decency while within the Library, whether by reason of dress, conduct or use of information technology and internet access;
         5. Commit a nuisance while within the Library;
         6. Destroy, deface, defile or damage, remove or interfere with any item, notice, equipment, furniture, fixture, fitting, carpet, ceiling, wall or plant within the Library;
         7. Endanger any other person or persons within the Library;
         8. Smoke in any area of the Library;
         9. Remain in the Library after having been lawfully directed to leave by the Chief Executive Officer, library staff or member of the Victoria Police.
         10. Emit or cause to be emitted such a volume of noise as to interfere with the use and enjoyment of the Library by other patrons;
         11. Leave within the Library any litter, other than in a bin or receptacle provided for such purpose;
         12. Engage in any illegal activity; or
         13. engage in any other behaviour similar to the above.
      3. The Chief Executive Officer or library staff may refuse any Library member or member of the public, admission to the Library if:
         1. That person is, or appears to be in a drunken or intoxicated condition, or is or appears to be under the influence of any prohibited drug;
         2. Except in the case of a blind person who is in control of a companion animal, the person is accompanied by an animal, mammal, bird or reptile;
         3. That person is or appears to be carrying a firearm or an offensive weapon;
         4. That person is not decently attired; or
         5. That person is a child under the age of 10 years old is not in the apparent care of a responsible person.
   5. Borrowing of Library Materials
      1. Library members shall be entitled to borrow items from the Library subject to the provision of these Terms and Conditions.
      2. The Chief Executive Officer shall make conditions from time to time stating the maximum number of items which may be borrowed at any one time.
      3. The time period for which items may be borrowed is determined by the Chief Executive Officer. The period for which different items may be borrowed may vary.
   6. Use of Facilities and Equipment
      1. Patrons may use equipment and facilities provided for the use of patrons.
      2. The Chief Executive Officer may determine procedures or guidelines to the use of facilities and equipment by patrons.
   7. Date of Return
      1. All borrowed items must be returned to the Library by the due date or when recalled.
      2. No items shall be deemed to have been returned to the Library unless it has been handed to library staff or left in a place or receptacle designated for the return of items, or dispatched to the Library by post or other means approved by the Chief Executive Officer. Items returned by post shall not be deemed to be returned until received at the Library by library staff.
   8. Circumstances Not Provided For
      1. If any circumstances arise which are not provided for in this Part the Chief Executive Officer is empowered to make a decision regarding the appropriate course of action in order to resolve the issue in dispute.
2. Fees and Charges
   1. Setting Fees and Charges
      1. The Board must determine the fees and charges to apply under these Terms and Conditions which may include an administrative or processing fee or charge, and the Board must give reasonable notice of its intention to set or alter fees and charges.
   2. Fees and Charges Incurred from Borrowing Items
      1. Any Library member borrowing any item may be subject to any fees and charges for:
         1. Items obtained on inter-Library loan from another source;
         2. The replacement of lost, stolen or damaged Membership Cards or building access keys, cards or devices;
         3. The cost of the replacement of items lost, stolen or damaged while borrowed plus administrative costs related to the replacement of items;
         4. The replacement of items damaged in the Library;
         5. A home delivery charge of items;
         6. Library services and such other purposes;
         7. Items not returned, or proper restitution made when requested.
      2. The Chief Executive Officer shall be under no obligation to send any notice regarding borrowed items not returned to the Library by the due date or any other outstanding charges incurred. Failure to send or receive such notices shall not be an excuse for non-payment of such charges. Any liability incurred under this clause or for any other charges and fees may be required to be discharged before any other items may be borrowed by a Library member with any outstanding charges or fees.
   3. Patrons and Members May Incur Fees and Charges
      1. Any Patrons or Library members using any Library services may be subject to any fees and charges for:
         1. Photocopies, or other printout copies which will remain the property of the patron or Library member;
         2. The cost of replacement of items damaged in or stolen from the Library;
         3. Attending or participating in programs conducted or hosted by the Library;
         4. Library services and such other matters; and
         5. Hire of a designated part of parts thereof of the Library.
   4. Waiver or Reduction of Fees and Charges
      1. The Board may authorise the waiver or reduction any fee or charge with or without conditions at its discretion.
3. Non-Compliance
   1. Where any provision in these Terms and Conditions requires that an action may not or must occur, any person who does or does not do that act is guilty of non-compliance with the Terms and Conditions.
   2. The Chief Executive Officer may issue a notice of non-compliance to any person who is not compliant with these Terms and Conditions, including a notice that payment is due under Fees and Charges.
   3. Any person who does not comply with these Terms and Conditions must give their name and address to the Chief Executive Officer or library staff if requested to do so, and:
      1. Leave the Library property immediately upon being requested by the Chief Executive Officer or library staff if told to do so; or
      2. Pay any amount outstanding which is attributable to their Library membership or use of the Library services or other items owned by the Library.