

City of Joondalup Libraries

Terms and Conditions

Definitions

In these Terms and Conditions, unless the contrary intention appears:

- **Child** means a person under 18 years of age;
- **Due date** means close of business on the day when a borrowed item is recorded as being due to be returned;
- **Libraries** means any of the four branch libraries managed by the City of Joondalup;
- **Objectionable material** and **restricted material** are defined in section 99 of the *Classification (Publications, Films and Computer Games) Enforcement Act 1996*.

Conditions of Membership

Members acknowledge that it is a condition of their membership that they:

1. Present their library membership number whenever they wish to borrow an item from the Libraries.
2. Are responsible for maintaining the physical condition of borrowed items and for the cost of repairs or replacement of items which are damaged or lost whilst on loan.
3. Are responsible for returning borrowed items on or before the due date.
4. Are liable for paying late return fees for any item not returned on the due date by close of business of the library that it is returned to.
5. Notify Libraries as soon as they become aware that their library card is lost or stolen. The member shall retain the liability for any items lent or charges incurred prior to such notification.

6. Are liable to pay for the replacement of a lost or damaged library card unless a police report number is provided if the card has been reported stolen.
7. Notify Libraries, as soon as practicable, of any changes to the contact details provided with their registration for membership.
8. 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.
9. Members are expected to act in accordance with the City's Code of Conduct for City of Joondalup Libraries.
10. Members who act in a manner that is inconsistent with these conditions or the Code of Conduct, may be banned from entering the Libraries at the discretion of the City's Chief Executive Officer.

Parents or Guardians acknowledge that:

1. They are responsible, on behalf of their children or any persons in their care, for each of the conditions described above.
2. They are responsible for the choice of content of items that their children wish to borrow and for any online content their children may access while at the library, or when using online library resources.
3. All children 12 years of age and under will be closely supervised by a parent or responsible adult while on library premises and when attending library programs and events.

Replacement of Items, Outstanding Fines and Suspension of Membership

1. Where an item is lost or damaged while on loan the member will receive an invoice for the full replacement cost.
2. When a member accrues late return fees exceeding \$10.00, the member will have borrowing privileges and access to eResources restricted while payment remains outstanding or until the excess is reduced below \$10.00.
3. Where an invoice for replacement of a lost or damaged item remains unpaid, the member will have borrowing privileges and access to eResources restricted while payment remains outstanding.
4. Where an invoice remains unpaid for any period longer than 28 days, the City may initiate a process of debt collection or commence legal proceedings to recoup any losses. When an account is referred to the debt collector an additional fee is applied to cover the costs of the debt collection.
5. Written requests for waiving fees or outstanding debts should be addressed to the Manager Community Development and Library Services.

Terms and Conditions of Use: Computers, Internet Services and Wi-Fi

Any person who uses a computer and/or internet service (including Wi-Fi) provided by Libraries, acknowledges that pursuant to sections 99 to 102 of the *Classification (Publications, Films and Computer Games) Enforcement Act 1996*, it is a criminal offence to:

1. Obtain possession of, transmit, advertise or request the transmission of **objectionable material**; or
2. Transmit to or make **restricted material** available to a child.

Any person considered to be in breach of either section 101 or section 102 will be referred to the appropriate authorities, will be refused access to Libraries, and if a member, will have their membership suspended.

Please note: These Terms and Conditions are subject to change from time to time. Members will be advised of any substantive changes whenever this occurs.