



YOUR LIBRARY

Membership, Access and Use Policy

Approval: Board

Endorsement Date: 18/04/2024

Current Version: 1.0

Review Cycle: 1 year

Review Date: Every year and no later than 31 December in the review year.

It is recognised that, from time to time, circumstances may change leading to the need for minor administrative changes to this document. Where an update does not materially alter this document, such a change may be made administratively and noted in document history.

Document History

Date	Change Type	Version	Review Year
18/04/2024	Board approved	1.0	2025



Contents

1. Membership Generally	3
2. Personal Information.....	3
3. Institutional Membership	4
4. Responsibilities of Members.....	4
5. Refusal / Suspension / Cancellation of Membership	4
6. Borrowing of Library Material.....	4
7. Access and Use.....	5
8. Control of Libraries.....	5
9. Conduct in the Library	6
10. Request	6
11. Temporary and Permanent Cessation of Admission	6
12. Circumstances Not Provided For	6
Appendix 1 - Membership Categories.....	7
Appendix 2 - Membership Criteria	8
Appendix 3 - Disclaimer of Liability	9



1. Membership Generally

- 1.1. Membership of Your Library Limited (YLL) is free to any person who is able to meet the membership eligibility criteria adopted from time to time by the Board.
- 1.2. Membership is current for the period of time determined by the Board, unless suspended or cancelled.
- 1.3. Memberships categories are as follows:
 - Junior
 - Youth
 - Adults
 - Online

Details of the: Categories; Age Limits; Conditions; and Borrowing and Usage Restrictions are set out at [Appendix 1](#).
- 1.4. Membership is granted to applicants who:
 - a) meet the criteria adopted from time to time by the Board; and
 - b) satisfy the Company that they are eligible for membership (see [Appendix 2](#)).
- 1.5. Successful applicants can be provided with:
 - a) with a Membership Card as proof of membership if requested; or
 - b) an eCard to reduce our environmental footprint.
- 1.6. Only Members with a full membership may borrow physical library materials.
- 1.7. Online membership is available to applicants who do not wish to borrow physical library items.
- 1.8. A member must provide an email address to YLL for correspondence.
- 1.9. Where a Member provides an email address, YLL will contact the Member via an eNewsletter about library services.
- 1.10. Personal information may be used to inform members of selected activities or events, or special offers made to our members by our partners and sponsors. Any such information will always come via YLL.
- 1.11. A member may provide a mobile/home phone number if they require SMS notifications and phone calls where applicable.

2. Personal Information

Once the accuracy of the initial information provided by the applicant is established, YLL will only retain the following information for a Member:

- First and Last Name
- Year of Birth
- Suburb and Postcode
- Email address
- Mobile/Home Phone number (If provided)



3. Institutional Membership

Institutional Membership may be granted to any association, society, institution, corporation, partnership, unincorporated body, business, or agency whose predominant area of service or normal place of meeting is within the library service area.

A nominated person at that institution is responsible for the library material borrowed.

4. Responsibilities of Members

4.1. Every Member on being issued with a Membership:

- a) must produce the Membership Card (or eCard), when any library material is borrowed and/or other identification to the satisfaction of staff;
- b) must report the loss of the Membership Card to Company staff immediately such loss is discovered;
- c) is responsible for any library material borrowed on the Membership Card prior to their reporting it lost;
- d) must promptly notify any change of their personal details to the Company; and
- e) must adhere to this Policy and all other Company policies, guidelines, and disclaimers, as notified to the Member, or published on the Company's website.

4.2. A Member is responsible for the safe care of all library material borrowed on their Membership Card and/or used by them in the library and for the reporting of any damage.

4.3. The legal guarantor for a Member under the age of 16 years is responsible for payment of all relevant fees and charges, to make good the loss or damage to any library material while borrowed on the Member's Card, and for the return of that library material.

5. Refusal / Suspension / Cancellation of Membership

5.1. The Chief Executive Officer or their delegate may refuse, permanently or temporarily suspend or cancel the membership of any Member who is in breach of this Policy, or any policy or guideline adopted by the Company's Board.

5.2. Any refusal or suspension or cancellation of membership by the Chief Executive Officer or their delegate will be dealt with in accordance with the Code of Conduct Library Users.

6. Borrowing of Library Material

6.1. The company may determine the maximum number of library materials (including eResources) which may be borrowed at any one time.

6.2. The time period for which library material may be borrowed is determined by the company. The period for which different library material may be borrowed may vary. A method established by the company will be used to indicate to the Member the due date for the return of borrowed library material.

6.3. All borrowed library material must be returned to the library by the due date or when earlier recalled.

6.4. The Company is under no obligation to send any notice regarding borrowed library material not returned to the library by the due date or any other outstanding charges incurred. Failure to send or receive such notice is not an excuse for non-payment of such charges. Any liability incurred under this clause or for any other Charges or Fees may be required to be discharged before any other library material may be borrowed by a Member with any outstanding charges or fees.



- 6.5. No library material shall be deemed to have been returned to the library unless it has been handed to the staff or left in a place or receptacle designated for the return of library material or despatched to the library by post or other means approved by the Chief Executive Officer. Library material returned by post shall not be deemed to be returned until received by the Company.
- 6.6. An extension of the time for the due date for borrowed library material will be automatically granted on two occasions. Extensions will not be granted if the library material has been reserved by another Member or has been kept more than 28 days beyond the due date, or if there are infringements on that Member's card.
- 6.7. At all times such extension of due date will be granted in accordance the Company's Policies and Guidelines which the Board may adopt from time to time, and which shall be published and made available to all library Users.
- 6.8. Any library material available to be borrowed may be reserved by a Member. The library will notify the Member when the library material is available to be borrowed.

7. Access and Use

- 7.1. The library will be open to the public during such hours as the Board may determine.
- 7.2. Any person may have access to the library for the purpose of using the services and facilities within the library during the hours it is open to the public and during extended unstaffed hours subject to compliance with the Company's policies and guidelines which the Board may adopt from time to time and which shall be published and made available to all library Users. No person other than library staff or persons duly authorised by the Chief Executive Officer may enter or remain in the library during closed hours.
- 7.3. A person may have access to all items in the collection of library material in the library for consultation on the premises except that some items may be on restricted access because of rarity, physical conditions, embargo on use determined by donors, or by legislation.
- 7.4. No person may remove from the library any library material which they have not borrowed.
- 7.5. A Member has access on equal terms to all library material available to be borrowed except where restricted by legislation.
- 7.6. Use of the technology services provided by the Company is conditional upon compliance with the Company's policies and guidelines which the Board may adopt from time to time and which shall be published and made available to all Members and library Users.
- 7.7. The Company is not liable or responsible for any cost incurred, loss, injury or damage to or caused by any person as a result of the retrieval of data or material accessed through the Internet while using the Internet facilities at the library.

8. Control of Libraries

- 8.1. Any person on library premises is subject to the authority of the Branch Manager or an Officer in Charge.
- 8.2. Any person on library premises must abide by the Company's policies and guidelines.
- 8.3. Any person on library premises must disclose content of their bags, pockets, containers or other things adapted to carrying goods on request by The Branch Manager or an Officer in Charge. Any child who is in the library without a parent or guardian present after 15 minutes, or the time designated for closing the library to members of the Public may be placed in the custody of a member of the Victoria Police.



9. Conduct in the Library

A person must not, while in the library:

- a) commit any nuisance;
- b) destroy, damage, or interfere with any library property;
- c) be under the influence of drugs and alcohol
- d) act contrary to any sign;
- e) act contrary to any of the Company's policies and guidelines which the Board may adopt from time to time and which shall be published and made available to all library Users; or
- f) act contrary to any lawful direction of the Branch Manager or Officer in Charge, including a direction to leave for breach of this policy.

10. Request

Any person within the library must:

- a) give their name and address to the Branch Manager or an Officer in Charge if requested to do so; and
- b) leave the library immediately upon being directed by the Branch Manager or an Officer in Charge if told to do so.

11. Temporary and Permanent Cessation of Admission

The Chief Executive Officer, Branch Manager or an Officer in Charge may at such times as are deemed fit:

- a) close the library premises or any part thereof for any purposes or temporarily suspend admission or service or clear the premises of any person for any purpose; or
- b) refuse admission or service to any person who, in the opinion of the Chief Executive Officer, Branch Manager or Officer in Charge, is causing or likely to cause offence, risk or intrusion upon any other person or property on the library premises.

The Chief Executive Officer may permanently refuse admission or service to any person who, in the opinion of the Chief Executive Officer, is likely to cause ongoing offence, risk or intrusion upon any other person or property on the library premises.

Any refusal or suspension or cancellation of admission by the Chief Executive Officer or their delegate will be dealt with in accordance with the Code of Conduct Library Users.

12. Circumstances Not Provided For

If any circumstances arise which are not provided for in this Policy the Chief Executive Officer, Branch Manager or Officer in Charge is empowered to make a decision regarding the appropriate course of action in order to resolve any issue.



Appendix 1 - Membership Categories

Category	Age	Conditions	Borrowing & usage restrictions
Junior	0 – 11 inclusive	<p>Permission to join is required to join from a parent or guardian (previously called a guarantor).</p> <p>This can occur in two ways:</p> <ol style="list-style-type: none"> 1. The parent or guardian can visit the library and sign up the child 2. The parent or guardian sign a form giving permission for a membership card to be issued to the child through a school, preschool, etc. 	<p>Access only to children’s collection, G and PG rated materials, storytime pods, etc. Public Access PCs, Wi-Fi and printing - ONLY if enabled on parents/guardian’s request.</p>
Youth	12 – 15 inclusive	<p>Applications can occur in two ways:</p> <ol style="list-style-type: none"> 1. A person aged 12 – 15 can apply in their own for membership without a parent or guardian 2. A parent or guardian can visit the library and sign up the person aged 12 – 15 or either the Teenager or Adult category 	<p>Access to children’s and youth collection, G and PG rated materials, storytime pods, etc. but also Public Access PCs, Wi-Fi and printing.</p>
Adult	16 +	<p>Provide the required details for full membership</p>	<p>Access to all services and collections, including MA [Mature], MA 15+ [Mature Accompanied] but not R 18+ [Restricted] until they reach the age limit of 18+</p>
Online	16 +	<ul style="list-style-type: none"> • Provide the required details for online membership • A person under the age of 16 must provide parent/guardian details. 	<p>Access to all Library eResources online and Public Access PCs, Wi-Fi and printing</p>



Appendix 2 - Membership Criteria

Criteria	Required	Comments
First and Last Name	Yes	A member can also provide a second name or initial for their own identity purposes.
Date of Birth	Yes	Once the Date of Birth is established <u>only the year of birth</u> will be maintained on the member's record.
Address	Yes	Once the address is established <u>only the suburb and postcode</u> will be maintained on the member's record.
Email address	Yes	Must be provided for communication purposes.
Mobile/Home Phone Number	No	A member may provide a mobile/home phone number if they require SMS notifications and phone calls where applicable.



Appendix 3 - Disclaimer of Liability



YOUR LIBRARY

Disclaimer of Liability

**Access to the Company's Technology Resources
including (amongst others) public access computers,
Wi-Fi, online resources, photocopiers, etc.**

1. The Company will not be responsible to you or any other person for any loss or damage suffered in connection with the use of its Technology Resources.
2. The Company makes no representations or warranties in relation to the accuracy, authority or completeness of the information accessed through the Internet when using the Technology Resources.
3. The availability of information via the Internet when using the Technology Resources does not constitute any endorsement or ratification of that information by the Company.
4. If you place any reliance upon the information accessed via the Internet when using the Technology Resources, then you do so at your own risk.
5. Security in a digital environment such as the internet cannot be guaranteed. The Company is not liable for any loss or damage arising from any disclosure of information you may make over the Internet when using the Technology Resources, including, but not limited to, disclosure of personal information within the meaning of the *Information Privacy Act 2000*, health information within the meaning of the *Health Records Act 2001*, or any other confidential information.
6. The Company does not represent or warrant that the Technology Resources are free of software viruses or other defects.
7. The Company does not represent or warrant availability of the Technology Resources, or access to the Internet or Internet sites when using the Technology Resources. The Company is not liable for any losses suffered as a result of technical problems in accessing the Internet or Internet sites when using the Technology Resources.
8. The Company makes no representation or warranty as to the suitability of the information accessible via the Internet when using the Technology Resources, for viewing by minors or any other person. In particular, the Company makes no representation or warranty regarding material that is offensive, pornographic, unsuitable for access by minors or otherwise of a criminal or violent nature being safeguarded from access through the Internet while using the Technology Resources.
9. The Company is not liable for the defamatory, offensive, or illegal conduct of any user of the Internet when using the Technology Resources.
10. To the extent permitted by applicable laws, all warranties, representations, and implied terms are excluded.

