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**Conditions of Library Membership**

**Membership at Mornington Peninsula Library Service (*Our Library)***

1. Full Membership is free and open to any resident of Victoria. Non-Victorian (Australia only) residents are invited to apply for a temporary or web membership.
2. A full library member or card holder is entitled to borrow library items, utilise our online services, public computers and Wi-Fi services. This requires proof of ID showing current name and address when joining in person:
   1. **Baby/Junior/Teen (0-17)** must be joined up by a parent/guardian/guarantor (Guarantors) and provide current proof of ID, showing name and address of the guarantor. Guarantors will have access to all details and borrowing history of the card/s for which they are responsible. The guarantors will be the point of contact for overdue and problem items. Adult rated items may be restricted.
   2. **Adult (or those under 18 living independently)** must provide proof of ID, showing name and current address when joining our libraries in person.
   3. **Concession** (Seniors, Pensioner Concession and Healthcare Card) must provide proof of ID, showing name and current address AND valid concession card when joining our libraries in person.
3. **Organisations** are entitled to borrow library items, utilise our online services, public computers and Wi-Fi services. To become an Organisational member, the manager or director of the organisation is required to complete an Organisations Membership Application Form. Membership is valid for one year.
4. **Web membership** is available for virtual access at <http://ourlibrary.mornpen.vic.gov.au/About_Us/Join_Our_Library> :

* Available for Australian residents only
* Do not have library borrowing privileges
* No library card will be issued, you will be emailed a membership number and PIN to use online
* Access to eBook, eAudio and eMagazine lending
* Access to other eResources
* Can be used for PC and WiFi use

1. **Temporary membership** is also available for adults in person.

* Not available to people under the age of 18
* Do not have library borrowing privileges
* Access to eBook, eAudio and eMagazine lending
* Access to other eResources
* Access to PaperCut printing services
* Can be used for PC and WiFi use
* Expires in 3 months from the date of acceptance and will be automatically deleted

1. Children in any of *Our Library* Service facilities who are under twelve (12) years of age, must be accompanied and supervised by a responsible person.
2. Members are required to sign their library card, and/or the library card of the child under 18 years of age for whom you are taking responsibility. This signed card will serve as a legally enforceable document to state that you have read, understood and agree to comply with:
   1. Conditions of Library Membership
   2. Conditions of Use for Library Computers and Library Wi-Fi facilities.

1. The information is being collected by the Mornington Peninsula Shire in accordance with its Privacy Policy and the *Privacy and Data Protection Act 2014* for the purpose ofyour library membership.  You may access personal information you have provided and make changes to your membership details by contacting our library staff or email at [askalibrarian@mornpen.vic.gov.au](mailto:askalibrarian@mornpen.vic.gov.au). The Shire will only use this information for the purpose it was collected and may use it for a secondary, related purpose that could be reasonably expected.
2. Members are required to bring their library card each time they visit. If they don’t have their card ~~suitable proof of identification~~ confirmation of borrower detail and/or proof of ID is required. will be required to borrow and access library services. Permission for those under 18 years of age to access their library card details must be provided by a guarantor.
3. Members are required to notify the library of any change of contact details (address, email, phone, etc.)
4. *Our Library* membership/membership card is not transferrable.
5. Members/guarantors are responsible for all library items issued on their cards for which they have signed including loss or damage to any library items or equipment.
6. Mornington Peninsula Shire Council sets fees and charges on an annual basis. Refer to *Our Library* website at [www.ourlibrary.mornpen.vic.gov.au](http://www.ourlibrary.mornpen.vic.gov.au) for further information.
7. All members agree that they will conduct themselves in a manner considerate of others, will not conduct illegal activities and will treat Council facilities with reasonable care.
8. Breach of conditions of use may result in a warning, followed by suspension of access to library services.

**Borrowing at *Our Library***

1. A valid and signed library card is required every time you borrow. If you don’t have your card on you, confirmation of borrower detail and/or proof of ID is required. Permission for those under 18 years of age to access their library card details must be provided by the guarantor
2. There is no limit to the total number of items you can have on your library card at any one time. Limits apply to the following collections - 6 eBooks, 6 eTalking books, 10 DVDs and 10 music CDs.
3. All items may be borrowed for 3 weeks, except for magazines which are a 1 week loan.
4. All items are available for loan with the exception of the Reference and Local History collections, items on reserve and items with exceptions.
5. All *Our Library* items can be returned to any of *Our Library* locations including the Mobile Library regardless of where borrowed.
6. Items may be renewed provided they have not been requested by another customer or have reached the maximum renewal limit. Physical items may be renewed 3 times either online via the library catalogue, by telephone, or in person. Overdue items are not able to be renewed online.
7. *Our Library* must be notified immediately if a membership card is lost or stolen. Members are responsible for any items borrowed on their card before it has been reported lost or stolen.
8. Guarantors are responsible for the borrowing choices and any fees and charges incurred for all persons under the age of 18.
9. Charges apply for the late return of items. Overdue fines accrue daily per item.
10. Damaged or lost items will be charged a full replacement fee or a repair cost for items on your card, or on a card for which you are a guarantor.
11. *Our Library* endeavours to keep audio-visual items in good condition. We accept no responsibility for damage to borrowers’ equipment caused by a faulty or damaged item.
12. A replacement fee is applicable for lost, stolen or damaged library cards.
13. Members / guarantors should immediately report loss or theft of library items.
14. Members who provide an email account will receive a courtesy reminder email 2 days prior to items being due. If you do not receive your email reminder you will not be exempted from paying any overdue fees or charges.
15. Members who provide an email account will receive a monthly eNewsletter and occasional updates, with the option to unsubscribe.
16. Items which are unavailable from *Our Library* may be requested from other libraries via our inter-library loan service. A fee is charged for this service.
17. Items may be reserved. A reservation fee is only charged ~~for new item requests and~~ Inter-Library loans. Additional fees may also apply from other lending libraries. Reservations can only be borrowed with the library card used to place the reservation.

**Conditions of Use for Public Computers and *Our Library* Wi-Fi**

*Our Library* is committed to providing free public computer access and Wi-Fi at all libraries (except the Mobile Library) for members and visitors, subject to availability. Details of members are recorded at the time of booking for security and statistical purposes and all web traffic is monitored for inappropriate or illegal use. Fees apply for printing.

Users of the public computers and Wi-Fi service through *Our Library* are required to abide by the following conditions of use:

1. Access to library public computers and Wi-Fi service is only allowed with a valid membership card and a PIN or to those allocated a temporary visitor pass.
2. Wi-Fi capable laptops, tablets or other portable devices are required to use *Our Library* Wi-Fi service and should be accessed or used at the owner’s discretion.
3. Public computer use is limited to one (1) hour per session/sitting and maximum of three (3) hours per day.
4. Three (3) advance bookings in total including existing bookings can be made up to seven (7) days in advance using our automated booking system.
5. Material displayed on screen (at public computers and on personal devices) must be appropriate to a public community setting. Users may not send, receive or display material that may be reasonably considered obscene or offensive and unlawful.
6. Where a user is found or reported to be using library computers or their personal device to access pornographic, obscene, offensive or unlawful material, a Library team member has the right to direct the user to leave the library, to direct the user not to re-enter the library for a specified period and to report unlawful conduct to the relevant authorities.
7. Users should report any instances of inappropriate use immediately to a Library staff member. It is recommended that members of the public do not approach the alleged user.
8. Users are responsible for abiding by all copyright, censorship and other relevant laws and legislation when accessing, saving and/or printing materials.
9. Junior/teenage memberships require guarantors consent to access public computers and Wi-Fi.
10. Guarantors are responsible for the use of computers and Wi-Fi by persons under the age of 18. Anyone under the age of 12 must have an adult accompany them on the computers.
11. Privacy and confidentiality cannot be totally guaranteed in the use of online resources and computers. You should exit /logout of sensitive information services (bank details, medical, email) and at the end of your session, ensure that all opened browser windows are closed and the computer is logged off. Do not leave passwords on display.
12. *Our Library* cannot assume responsibility for any loss of data, funds, or identity theft that may result from internet use in the library.
13. *Our Library* is not responsible for any loss or damage resulting from the use of library material, use of Public Computers, use of *Our Library* Wi-Fi service or transmission of computer viruses that may occur through use of any electronic resources. *Our Library* is not liable for any damages arising out of, or related in any way to, the use or inability to use software.
14. A breach of any of these conditions of use will result in the immediate withdrawal of internet use and repeated offences may result in withdrawal of membership privileges.

**Conduct in the Libraries**

*Our Library* is committed to providing a safe and comfortable environment for all members, visitors and library team members. All users must conduct themselves in a responsible, safe and reasonable manner at all times within the libraries.

Unsociable behaviour such as harassment, aggression or the use of inappropriate language is not acceptable. Library team members have the right to ask customers behaving in an unacceptable manner to leave the building. People who consistently behave in an unacceptable manner may be refused entry to the libraries for a specified period.

Rights of other library users and library team members must be respected at all times. All members and visitors are required to follow instructions and directions issued by library staff members.

**Mobile Library and Outreach Services**

We provide a Mobile Library and other outreach services to the community. There are occasions when these services may be suspended without prior notice. A replacement service may not be provided during these circumstances:

* Breakdowns, repairs and traffic hazards
* Unexpected emergency situations
* High Fire Danger ratings of Extreme or Code Red days are declared.

**Fees and charges**

* These fees and charges are applicable from 1 July 2017
* The following list of fees and charges is supported by Mornington Peninsula Shire Council
* All charges are non-refundable
* Unless specified (\*) all charges include GST, where applicable
* It should be noted some values are different for borrowers with C (Concession) Borrower Type
* These concessions are outlined below

|  |  |  |
| --- | --- | --- |
| **Service** | **Standard rate** | **Concession rate** |
| **Printing and Photocopying (per page)** | | |
| A4 page: black and white | $0.20 | $0.20 |
| A3 page: black and white | $0.30 | $0.30 |
| A4 page: colour | $1.00 | $1.00 |
| A3 page: colour | $2.00 | $2.00 |
| **Overdue Charges \*** | | |
| Per item per day | $0.30 | $0.30 |
| Maximum per item | $10.00 | $10.00 |
| No overdue charges apply to Junior items\* | | |
| **Reservations** | FREE | FREE |
| **New Item Requests (per item)** | FREE | FREE |
| **Inter-library loans from other libraries (per item)**  Plus any additional costs incurred from the lending library | $7.00 | $3.50 |
| **Replacement Membership cards** | $2.00 | $2.00 |
| **Lost or irreparable library items** | Cost of the item | Cost of the item |
| **Damaged repairable library items** | | |
| Talking books: replacement cost of each disc | $22.00 | $22.00 |
| All other library items | $6.00 | $6.00 |
| **Library Bags** | $2.50 | $2.50 |
| **USBs** | $5.00 | $5.00 |
| **Playaway Accessories** | | |
| Batteries | $1.00 | $1.00 |
| Headphones | $2.00 | $2.00 |