

CityLibraries Terms and Conditions of Use

These Library Terms and Conditions of Use set out what you can expect of us, and what we expect from you when you are using our facilities, resources, services and programs.

We encourage you to become a member of CityLibraries Townsville so that you can make the best use of what we offer.

1. Membership of the Library

- 1.1 If your primary home is in Queensland, you can apply for membership free of charge.
- 1.2 If you live outside of Queensland then you can apply for Short Term membership.
- 1.3 If you are 16 or older then you can apply for membership in person or online.
- 1.4 If you are younger than 16 then a parent or guardian can apply for membership on your behalf.
- 1.5 Please immediately tell us:
 - about any changes to your personal details including especially your email address, your residential address and your telephone number; and
 - if your membership card is lost or stolen.
- 1.6 Your membership may lapse if you do not use any member-services in a 24 month period.
- 1.7 If you want to use any member-services after your membership expires we need to update your record and issue you with a new card.

2. Non-member services

2.1 You can use the non-member services of the library without becoming a member. Those services include:

- Attendance at Events
- Attendance at Children's programs
- Visitor Internet access, printing, and photocopying
- Scanning / emailing and other equipment
- Walk in Technology assistance
- Access to branches and most resources in the branch
- Local History research assistance
- Aboriginal and Torres Strait Islander family history research assistance
- Research, information seeking, and reading recommendation assistance.

3. Children in the Library

- 3.1. Children are welcome at our libraries and their safety and welfare is our highest priority. Our libraries are usually safe places but they have the same risks as other public areas.
- 3.2. Parents and caregivers are responsible for monitoring and regulating the behaviour and activities of their children within our libraries for the safety of the children and for the benefit of other library users.
- 3.3. We require that:
 - children under the age of 8 years be directly supervised by a parent or guardian
 - children from ages 8 to 11 years be generally supervised by a responsible caregiver who is aged at least 15 years and is on our library premises.

4. Our Management of the Library

- 4.1. We will endeavour to make our libraries safe and enjoyable places.
- 4.2. If you are in the library you can expect us to treat you with sensitivity and in a friendly and helpful way. If that is not your experience, then please raise your concerns with another staff member.

5. Your behaviour in the Library

- 5.1. When you are in the libraries or attending a library-organised event please ensure that you:
 - respect the right of other library users to feel welcome and safe
 - treat other library users and staff with respect

- treat library facilities, including library stock, materials and equipment with appropriate care.
- 5.2. In your interests and for the benefit of other library users and library staff, when you are at a library or attending a library-organised event, you must not:
- threaten any library user or staff member
 - deliberately cause offence to any other person
 - be unruly, disruptive or abusive to any person (*if you have a problem with a library service, we will be glad to discuss it with you privately*)
 - smoke cigarettes or use e-cigarettes (“vaping”), drink alcohol not provided by the library as part of an event or consume illegal drugs, or be apparently affected by alcohol or drugs
 - cause excessive noise which impacts upon any other person’s enjoyment of the library
 - disobey the reasonable instruction of any library staff-member
 - take or damage anything belonging to the library or to any other library user
 - interfere with the configuration of library PCs or devices
 - bring any animal other than a service animal necessary for a person with a disability, unless you have specific permission from a library staff-member.
- 5.3. Sometimes we must deal with unacceptable behaviour, and if you are behaving in an unacceptable manner, we may give you a warning or we may evict you from our libraries for the day. If your unacceptable behaviour is particularly serious, we may ban you from entering the library for a period of time or permanently.
- 5.4. When necessary, the Police will be called to provide assistance to library staff who are dealing with particularly serious behaviour
- 5.5. If you do not act responsibly when using our libraries and when dealing with library staff and other library users, we may cancel your membership and may refuse to accept you as a member.
- 5.6. CCTV cameras are located throughout our libraries and your behaviour is being recorded.
- 6. Responsibilities of Membership**
- 6.1. You are responsible for all items borrowed using your membership card. If you are under 15 years old, then your parent or guardian who signed your membership application is responsible for all items borrowed using your membership card.
- 6.2. You are expected to return borrowed items when due, and you must pay (are responsible for payment) or other charges that relate to your use of a library item.
- 6.3. Before you borrow an item, you must check its condition and tell a library staff member about any damage you see.
- 6.4. You must pay the full cost of replacing any library item that you lose or damage beyond repair.
- 6.5. Library staff assess damaged items on a case-by-case basis and use professional judgement when assessing if any item can be reasonably repaired
- 6.6. You must not breach copyright or any licence applicable to any library item you access – you must be particularly careful about this when copying material or obtaining access to and using information available from an information technology resource.
- 7. Your use of CityLibraries Townsville’s Internet service and Public Computers.**
- Content
- 6.1 *Accessing some internet content is a crime that could lead to criminal prosecution* - you must not access that material and if we find that you have used our internet service to access that material, we will inform authorities about your use.
- 6.2 In addition, you must not access material that is inappropriate for viewing in a public space in which children may be present – without limitation such material includes all pornography.
- 6.3 The Commonwealth Office of Film and Literature Classification and the Queensland Department of Equity and Fair Trading are responsibility for the censorship of internet content generally. If you have a complaint about internet content, you must address that complaint to the Australian Communications and Media Authority.
- 6.4 We do filter some content however we cannot protect you from information on the internet that you may deem offensive.
- 6.5 If you access material that is considered by library staff (in their sole discretion) to be offensive or inappropriate for a public space you will be directed to immediately cease your use of the internet service and leave the library – you must do that at once.

- 6.6 We are not responsible for monitoring or supervising any child's use of the Internet and even if asked to do so library staff will not adopt that parental responsibility.
- 6.7 The configuration of our internet system may result in access to some sites being blocked. We will not make access available to those sites.
- 6.8 We are not responsible for the quality of information on the Internet, and it is your responsibility to assess the validity, quality and relevance of the information you access.
- 6.9 We remind you that the internet, including electronic mail, is not secure and that we are not responsible for any misuse of information that you upload.

Service Standards

- 6.10 You may experience delays or dropouts when using our internet service. If our free service is not performing to your expectations, you are of course able to seek a different service from another provider.
- 6.11 We cannot guarantee that library staff will be able to provide you with training and assistance in your use of the Internet.

Your behaviour

- 6.12 When using our internet service, you must behave responsibly and at all times respect the rights of other library users and staff.
- 6.13 If a library staff member gives you a direction about your use of our internet you must comply with the direction immediately. If you wish to challenge a direction you can do so by raising the issue with the Senior Customer Experience Officer but only if you first terminate your internet session.
- 6.14 We will terminate your internet session and may refuse to allow you to use our internet system in future if you use our system inappropriately, including if you:
 - interfere with library equipment or software;
 - infringe any relevant license or law, including by infringing copyright;
 - attempt to modify, or gain access to files, passwords or data belonging to others;
 - access material considered by library staff to be offensive or inappropriate for a public space;
 - attempt to monitor the electronic communications of other people; or
 - do not leave the workstation at the end of your allotted session.
- 6.15 You must not attempt to 'repair' hardware or software problems, and you must immediately report any equipment malfunction to library staff.
- 6.16 You must not, under any circumstances, download or install any software on library computers or attach other equipment to the library's hardware.

Your Internet Session

- 6.17 We will make internet sessions of one hour available. Bookings can only be made for one session each day, but additional sessions may be available on a 'walk in' basis
- 6.18 Bookings can be made up to one week in advance for sessions at the three library branches
Only one advance booking will be accepted.
- 6.19 You can book a session at the library in person or by phone.
- 6.20 Group bookings are available.
- 6.21 You must provide us with your library membership card when you make a booking and when you start your session.
- 6.22 You must end your session at the stated time, even if you were late commencing your session. If you do not commence your session within 10 minutes of the scheduled start time, you may forfeit the entire session.
- 6.23 No more than two people may use a single computer per session.
- 6.24 We will notify you as soon as possible if equipment is unavailable for a session you have booked. We cannot guarantee that we will notify you before you attend to the library.
- 6.25 You must vacate your workstation immediately at the end of your scheduled session-time.
- 6.26 You can print material using our paper and printers at the costs stated in our *Fees and Charges Register*. You cannot supply your own paper to obtain a lower cost, and you must pay for each printed page unless the page is unusable because of our equipment malfunctioning.

8. Your use of the Library of Things

- 8.1. You must have a valid CityLibraries Townsville membership to make use of our Library of Things.

- 8.2. If you are under 15 years of age, then you can only use our library of things if your parent or guardian has given specific permission for you to use that service.
- 8.3. Each item you wish to borrow will be checked out onto your card by a staff member and handed to you, and when you return it you must hand the item to a staff member (*that is, you must not just leave the item in a location for collection*).
- 8.4. You must return the item, with any and all accessories, in the same condition and in the same packaging as you received it.
- 8.5. You are solely responsible for the item and if the item or any of its accessories are destroyed, lost, stolen or damaged in any way while the item is checked out onto your card, you will be charged for reasonable repair or replacement costs.
- 8.6. We are not responsible if you lose any data while you are using a borrowed item.
- 8.7. When you borrow an item you promise that you and any person to whom you make the item available will:
 - use the equipment only for its intended purpose and in the way it was designed to be used
 - store and keep the item safe and in good condition
 - comply with all laws that apply in any way to your use of the item.
- 8.8. We do not provide supervision or instruction for the use of any borrowed item and you must not use the item unless you can do so safely.
- 8.9. When you borrow an item you release Townsville City Council (including its employees) from all liabilities, claims and financial responsibilities arising from any loss, damage, or injury to persons or property arising in any way from your use of the item. We agree that you release does not apply for injury or damaged directly caused by the item being faulty when we provided it to you if we knew or should have known of the fault at the time we provided it to you.