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Purpose

Yarra Libraries are for the use and enjoyment of the whole community. This policy is to ensure that:

- The library operates effectively and efficiently.
- Members of the community enjoy the facilities in a way that does not infringe upon the rights of other customers or of staff.

Yarra Libraries actively supports the substantive rights outlined in the *Charter of Human Rights and Responsibilities Act 2006* (Vic.), notably those of relevance to the role and function of public libraries including freedom of thought, conscience, religion and belief, freedom of expression, taking part in public life and cultural rights.

Scope

This policy applies to all Council officers, Councillors and customers of the Yarra Libraries service.

Policy statement

1. Administration of the Library

- a) The Manager is responsible for the management and administration of the library Service in accordance with the policies and directions of the Council.
- b) Any person using Yarra Libraries shall obey the lawful directions of an Authorised Staff Member.

2. Admission and Use

- a) Customers may only enter the library (other than Restricted Areas) at times of opening, as set by Council. These opening hours will be prominently displayed inside and outside the library and advertised by other methods as determined by the Manager.
- b) No person, other than library staff or persons duly authorised by the Manager or the Council, shall enter or remain in the library during the hours when the library is not open for use by the public.

3. Conduct in the Library

a) Customers must:

- (i) conduct themselves in a responsible and reasonable manner whilst in the library, showing consideration for the rights of other customers and staff,
- (ii) present any container or bag brought into the library for inspection on the request of an Authorised Staff Member,
- (iii) follow all reasonable requests from an Authorised Staff Member to modify their behaviour if deemed disruptive to other customers,
- (iv) leave the library upon request by an Authorised Staff Member,
- (v) be respectful of others while eating or drinking in the library, and clean up after themselves.

b) Customers must not:

- (i) behave in the library in such a manner as may cause serious harm, inconvenience or discomfort to any other customer or staff member in the library,
- (ii) bring alcohol/illicit drugs in to the library, or be in the library whilst intoxicated or under the influence,
- (iii) eat or drink near computers, photocopiers and other library equipment,
- (iv) smoke in the library, or within four metres of the library entrance,
- (v) deface, damage or interfere with any part of the building, furniture, fittings, computers, equipment, books or other materials belonging to the library, or in the care of the library service,
- (vi) conduct any form of gambling within the library,
- (vii) use the internet to download or view offensive material, as per the conditions specified in the Computer, Internet and Wi-Fi section of this policy.

4. Sleeping in the Library

- a) Sleeping is permitted in the library provided that the sleeping person is not disturbing or posing a risk to customers, staff or themselves.**

5. Animals in the Library

- a) No animals, other than Assistance Dogs, therapy or companion animals, are permitted in the library at any time without authorisation from an Authorised Staff Member.

6. Unattended Children in the Library

- a) Except where specified, library staff do not actively supervise children in the library.
- b) All children under the age of 8 years old must be adequately supervised by their parent/carer/guardian or older sibling at all times.
- c) Children aged 8-9 may use the library on their own, but should not be left unattended on their own for long periods of time.
- d) Children aged 10 and older may use the library unattended providing they are mature enough to follow library rules and observe proper conduct
- e) Children of any age with mental, physical or emotional disabilities whose behaviour or decision-making skills require supervision/intervention must be accompanied by a parent/carer at all times.
- f) The parent/carer/guardian of a child left unattended in the library will be contacted and informed of any misbehaviour.
- g) Staff may call the police if the parent/carer/guardian cannot be contacted or if they feel it appropriate to do so.

7. Child Safety

- a) Yarra Council is a Child Safe organisation and the library is committed to every child's safety. In accordance with Victoria's state legislation, it is everyone's responsibility to ensure that no children are placed in danger or harmed.
- b) All library staff are authorised to report suspected cases of a child being in an unsafe situation to the police and Council's Child Safety Officers, in accordance with Council's Child Safe Policy.
- c) If library customers notice any potential sign of a child being in an unsafe situation, they are obliged to report this immediately to an Authorised Staff Member or the police, in accordance with Council's Child Safe Policy.

8. Membership Conditions

- a) Membership of Yarra Libraries is free.
- b) Any individual may apply to become a member of the library by visiting a branch or applying online as per the various membership types listed in this policy.
- c) Members must be responsible for the use of their membership/card and report the loss or unauthorised use of their membership/card to the library immediately.
- d) Members must produce their membership card or suitable ID to an Authorised Staff Member whenever an item is borrowed.
- e) Members must notify the library of any change of address or contact details, and notify the library to cancel their membership on ceasing to be eligible for membership.
- f) Members agree to pay the Council the full replacement value of any items, including the cost of cataloguing and processing, if lost or damaged beyond repair while borrowed.
- g) Memberships are not transferable and the holder is responsible for all membership activities and items borrowed.
- h) An Authorised Staff Member may suspend or cancel the membership of any member who fails to comply with any obligation of membership of the library.
- i) All Membership Types are current for a period of two years unless cancelled prior. A person whose membership has lapsed can have it renewed upon confirming their ID with an Authorised Staff Member.

9. Membership Types

a) Adult Membership

- (i) Individuals over the age of 18, with proof of ID and a current Victorian residential address are eligible for an Adult Membership.
- (ii) An Adult Membership provides access to the library's full range of services and resources.
- (iii) Acceptable forms of ID include a Driver's License, Key Pass or Passport, or two forms of other ID such as Medicare, Healthcare card or bank card.
- (iv) A utility bill, rates notice, signed rental agreement, bank statement or similar documentation (as determined by an Authorised Staff Member) may be used to provide proof of current residential address.

b) Children and Youth Membership

- (i) A person under the age of 18 must have a parent/carer/guardian agree to be a guarantor by which that person agrees to:
 - pay for the loss or damage to any item issued under the membership, while in the young member's use or possession,
 - agree not to hold the library responsible for the suitability of items chosen by the young member,
 - accept responsibility as a guarantor until receipt of a notice of withdrawal of guarantee has been received by an Authorised Staff Member,
 - and accept responsibility as a guarantor for the young member's use of the internet and Wi-Fi.
- (ii) Children aged 10 and older may use a proxy membership form to take home for a guarantor to sign. The guarantor must provide suitable ID prior to the membership being issued.
- (iii) If a person between the ages of 15 and 18 is living independently from their parents, they may obtain a Children and Youth Membership by presenting proof of ID and address, or an Australian government-issued Health Care Card.
- (iv) Members under the age of 15 cannot borrow materials classified above MA15+.

c) Partial Membership

- (i) If any individual above the age of 15 has a valid form of ID but is unable to provide proof of address, they are eligible for a Partial Membership.
- (ii) A Partial Membership provides full access to the library, its services and digital resources, with the restriction that a maximum of two physical items be borrowed at a time, or other conditions as determined by the Manager.
- (iii) All interstate or international visitors are eligible for a Partial Membership upon presentation of an acceptable form of ID.
- (iv) Acceptable forms of ID include an International Driver's License, Passport or similar, as determined by an Authorised Staff Member.

d) Digital Membership

- (i) Any individual may apply for a digital membership by completing an online form without providing proof of ID or address, upon which that individual will be allocated a membership number that can be used to access online collections and resources only.
- (ii) A Digital Membership can be upgraded at any time to a Partial, Child and Youth, or Adult Membership upon presentation of the required proof of ID and/or proof of address as required for the desired membership type.

e) Organisational Membership

- (i) Any association, society, institution, business or agency located within the City of Yarra, or at the discretion of an Authorised Staff Member, is eligible for an Organisational Membership.
- (ii) An Organisational Membership provides access to the library's full range of services and resources and may be authorised for use by multiple people provided an individual agrees to act as guarantor and all subsequent users agree to follow the membership conditions outlined in Section 8 of this policy.

f) Home Library Membership

- (i) Yarra Libraries will provide a home library service for people who reside within the City of Yarra and are unable to visit a library due to illness, frailty or disability, and have no one in their household able to visit on their behalf.
- (ii) Home Library Membership may be permanent or temporary, as long as the person demonstrates a genuine need for the service as determined by an Authorised Staff Member.
- (iii) Home Library Membership provides access to the full range of library resources, including answers to requests for information, and the routine delivery of specifically requested or curated resources.

10. Cancellation of Membership (Including deceased)

- a) If a person requests that the library cancel their membership, or request that a deceased person's membership be cancelled, an Authorised Staff Member will render the account inactive.
- b) All outstanding fees and charges must be paid in full before a membership can be cancelled.
- c) Fees and charges outstanding on a deceased person's membership will be waived upon the completion of a statutory declaration, including the replacement cost of outstanding items if they cannot be retrieved.
- d) If a membership has been cancelled in error, it can be reactivated within two years of cancellation upon presentation of suitable ID.
- e) Cancelled memberships are retained for two years before being purged from the library Management System.

11. Replacement Membership Cards

- a) Authorised Staff Members will issue a replacement membership card upon paying the replacement fee as set by Council, or under special circumstances without charge.
- b) Institutional members must report the loss of the card in writing to an Authorised Staff Member. Institutional membership cards may be replaced without charge.

12. Borrowing of Library Items

- a) There is no limitation on the number of items that may be borrowed at one time, other than any applicable membership restrictions.
- b) The use of digital resources, including downloading and streaming, must comply with the conditions of the digital licensing agreement between the library and the product vendor.
- c) The usual period allowed for a member to retain an item shall be determined by the Manager, and may be varied at the discretion of an Authorised Staff Member.
- d) The date for return of each item shall be clearly indicated to the member at the time of borrowing.
- e) Members are responsible for safe care of every item borrowed on their membership and for its return to the library by the due date.

13. Overdue Items

- a) There is no onus on the library to send any notice that an item has not been returned by the due date. Failure to send such notice is not an accepted excuse for non-return of items.
- b) Overdue items must be returned before additional items can be borrowed.
- c) Item renewals are available by telephone, online, and in person.
- d) The number of renewals available on any particular item will be determined according to the Collection Development Policy.
- e) Renewals may not be available if the item has been reserved by another member, if or item is part of a special collection.
- f) Where the option is available, items will be automatically renewed up to the renewal limit when not returned by the due date.
- g) Long overdue items will be presumed lost and liabilities incurred by a member for the loss of items shall be discharged before any further items can be borrowed.

14. Lost and Damaged Items

- a) Members are responsible for reporting any damage on any item borrowed, either at the time of issue or immediately upon return.
- b) If an item is lost or damaged beyond repair or it is stolen, the member shall pay the Council the full replacement value of the item, including the cost of cataloguing and processing.
- c) If the item was found after the replacement charges have been paid within 6 months of the payment, customer may request a refund of the replacement charges, less the processing fee. Proof of payment/receipt is required for refund.
- d) An Authorised Staff Member may require a member to make a statutory declaration concerning the damage or loss of an item.

15. Claims Returned

- a) Customers may file a Claim of Return if they believe that an item is still appearing checked-out to their membership card has been returned.
- b) An Authorised Staff Member will make note of the claim and will investigate in accordance with library procedure.
- c) If the item is located within the library, any associated fees or charged will be waived.
- d) If the item is not found in the library during the three week period, the customer may be required to make a statutory declaration.
- e) Abuse of this procedure can result in the suspension borrowing privileges.

16. Restricted Items

- a) All customers are entitled to browse and consult all library items located at the library, except for items which are restricted due to:
 - (i) Their rarity and/or poor physical condition,
 - (ii) Any access condition imposed by the item's donor,
 - (iii) Any relevant legislation prohibiting access.
- b) Some items may become restricted at the discretion of an Authorised Staff Member if they are deemed eligible for preservation in accordance with criteria as determined by the Manager.

17. Reservations

- a) Any items that can be reserved (placed on hold) via the library catalogue will be reserved free of charge.
- b) Reservations for items not available via the library catalogue (inclusive of SWIFT) may incur a charge as set by the owning library. All charges will be passed to the requesting member and must be paid upon collection of the item.
- c) Reserved items must be collected within the timeframe as determined by the Manager.

18. Library Item Recommendations

- a) Library Members may recommend items for purchase if not currently available in the library collection.
- b) Recommendations will be reviewed by an Authorised Staff Member in accordance with the Collection Development Policy.

19. Library Consortium (SWIFT)

- a) Library Members can access items held by another SWIFT library only when a comparable copy is not held in Yarra Libraries' collection.
- b) Yarra Libraries' items borrowed from another SWIFT library are subject to that library's lending conditions and may differ from Yarra Libraries' lending conditions.
- c) Yarra Libraries' lending conditions apply to all items, including items borrowed from SWIFT libraries, when borrowed at a Yarra Libraries branch.
- d) The sharing of collection items through SWIFT does not apply to all digital collections, which are licensed individually to each library service.
- e) Library Members can borrow from any participating SWIFT library, just as members from other participating libraries can borrow from Yarra Libraries.

20. Inter-library Loans

- a) If an item is not available via the library catalogue (inclusive of SWIFT), members can request an inter-library loan via LibraryLink Victoria.
- b) Limits and charges, as well as lending conditions, are set by owning library. Timeframes for inter-library loans vary depending on the library or institution from which the item originates.
- c) Items borrowed from the National library of Australia and State Libraries are not able to be taken home and must be used within the library only.
- d) Interlibrary loans cannot be renewed automatically. Renewal requests must be applied for seven days before the due date through the LibraryLink Victoria website or an Authorised Staff Member.

21. Fees and Charges

- a) No overdue fees will be charged for borrowed items that are returned after the specified due date.
- b) When an item is overdue, restrictions will be placed on the account of the member who borrowed the item until it is returned, preventing further borrowing.
- c) If an item is lost, the replacement cost and catalogue processing fee will be charged to the member who last borrowed the item.
- d) The Council, its officers or a third party appointed by the Council may take action for the recovery of an item or its value, at any time after the item becomes overdue.
- e) At the discretion of the library Manager, these fines may be reduced or forgiven in certain extenuating circumstances.
- f) All fees and charges will be set annually by the Council at the beginning of each financial year.

22. Computer, Internet and Wi-Fi

This policy section is intended to guide and support use of public access computers and Wi-Fi service available at Yarra Libraries and ensure consistency with National and State laws. Yarra Libraries is committed to working towards a cyber safe environment and is a registered eSmart library.

- a) Yarra Libraries provides public access computers and Wi-Fi at all branches, and tablets at selected locations. All public access computers have internet access and standard office software.
- b) Customers are required to accept the Yarra Libraries 'Terms and Conditions of Use' when accessing the library computers and Wi-Fi.
- c) Parental permission is required for individuals under the age of 18 who wish to use the public access computers.
- d) Children under the age of 12 must be supervised by a parent/carer/guardian at all times.
- e) Guest passes are available for customers over 18 years of age, who are not eligible for any other membership types.
- f) Customers can make advance computer bookings as required, subject to availability.
- g) Computers can be used for 1 hour periods, or as determined by an Authorised Staff Member, and may be extended at the discretion of an Authorised Staff Member.
- h) Yarra Libraries does not accept responsibility or liability for any damages resulting from (but not limited to) loss of data, delays, non-deliveries, service interruptions, technical difficulties or transmission of viruses.

23. Internet Access for Children

- a) Yarra Parents/carer/guardians are responsible for any use of computers and Internet (including Wi-Fi) by their children and for any sites/services which may be accessed.
- b) In accordance with the Public Libraries Victoria statement on Internet access and content regulation adopted on 20 June 2017, Yarra Libraries does not provide filtering software. The library does not have any control over the information accessible on the Internet.
- c) Some Internet sources may contain material which is inaccurate or which may cause offence to some people. The library does not accept responsibility for the accuracy of information on the Internet or for any consequences which may arise from the use of that information.
- d) Parents/carers/guardians are encouraged to monitor and supervise their children's use of the Internet. Library staff are available to assist with children's information needs but the library does not accept responsibility for determining what they should or can access.

24. Offensive Material

- a) Intentional downloading/viewing of material on internet or viewing material stored in portable media that contains content considered to be offensive as defined by the Victorian Equal Opportunity Act 1995 is not permissible.
- b) Offensive material includes, but is not limited to:
 - (i) any material that is deemed a breach of the Child Safety Policy,
 - (ii) obscene or harassing language or images,
 - (iii) racial, ethnic, sexual, erotic or gender specific comments or images,
 - (iv) and/or other comments or images that would offend someone on the basis of their religious or political beliefs, sexual orientation, physical features, national origin or age (as defined in the Equal Opportunity Act).

25. Security

- a) Intentional Internet is inherently insecure and whilst Yarra/service providers take reasonable measures to provide secure access, it cannot guarantee the security of the network/computers at all times.
- b) We shall not accept responsibility or liability for any damages resulting from (but not limited to) loss of data, delays, non-deliveries, service interruptions, technical difficulties or transmission of viruses.
- c) Yarra Libraries is not responsible for providing anti-virus software on personal devices and does not guarantee for the security of information transmitted over the internet.

26. Privacy

- a) Information gained as a result of membership registration, circulation of library material or participation in any library activity will not be made available to outside enquirers except by a Court order or requested as part of an official police investigation.
- b) The library collects information about members for the purpose of communicating with them about their account, borrowed/held items, and for statistical purposes.
- c) Membership and circulation statistics shall not be identifiable except where this is agreed to by the customers for operational reasons such as the home library service.
- d) Members who provide their email address will be subscribed to an email update service used to share important service updates and information about new resources and upcoming events; members can opt out at any time.
- e) Yarra Libraries will provide notice when photographs and/or video are being taken.
- f) Yarra City Council's Privacy Policy applies to all computer and Wi-Fi usage at the library.
- g) When using Public Access Computers, customers must ensure that private information is not saved on the computer, and must sign out of all applications and web browsers at the end of their session.

27. Copyright

- a) All copyright requirements of materials accessed electronically and physically are the responsibility of the customer.
- b) Customers shall be responsible for compliance with all international and national copyright laws.

28. Enforcement of this Policy

- a)** Breaches of any of the conditions of this policy can result in:
 - (i) a verbal warning with an explanation of the policy, its rationale and the procedures to be undertaken when it is breached (first warning),
 - (ii) a written warning, detailing the nature of the breach, the time it occurred and procedures to be undertaken (second warning),
 - (iii) a written notification of withdrawal/ban of access to the library space and all services,
 - (iv) withdrawal of borrowing privileges,
 - (v) suspension of membership,
 - (vi) and/or referral to the police for further action.

- b)** The above are not necessarily to be applied in a required sequence. For instance, a serious breach may result in a final withdrawal of access or referral to the police for further action without a written warning.

- c)** Any person who (whether wilfully or not) does not abide by the requirements of this Policy may be requested to give their name and address to an Authorised Staff Member and may be asked to immediately leave the library.

Definitions

Term / Abbreviation	Definition
Authorised Staff Member	Any person officially employed by Council to work for Yarra Libraries.
Borrow	To take an item, either physical or digital, from a library collection in accordance with the conditions of borrowing.
Copyright	The exclusive right granted by law for a certain term of years, to make and dispose of copies of, and otherwise control, a literary, musical, dramatic, or artistic work.
Customer	Any person whether or not a member, making use of the library service.
Institution	Any institute, association, corporation, society, business, collective or agency.
library	All or any library outlet under the management and control of the Council and includes all buildings or portions thereof, and other areas, facilities and vehicles used in connection with the provision of the library service.
Manager	The person responsible for the day to day operations of Yarra's library service.
Member	A person or institution holding a membership card issued in accordance with the Yarra Libraries Policy.
Membership Card	A current and valid card issued to a member in accordance with the Yarra Libraries Policy as authority to borrow and access collection items and resources in person and online.
Restricted Area	An area within the any Yarra Libraries branch to which access is restricted to officers and employees of Yarra Libraries.
Yarra Libraries	All the library facilities, resources, services and activities provided by Yarra City Council.

Related documents

- Yarra Council Plan
- Yarra Council Child Safe Policy
- Yarra Council Information Privacy Policy
- Yarra Libraries Strategic Plan
- Yarra Libraries Collection Development Policy
- Yarra Libraries Local History Collection Development Policy
- *Equal Opportunity Act 1995 (Vic)*
- *Children, Youth and Families Act 2005 (Vic)*
- *Charter of Human Rights and Responsibilities Act 2006 (Vic)*
- *Copyright Act 1968*