

TERMS AND CONDITIONS OF MEMBERSHIP

All clients must accept the following terms and conditions of membership of the State Library of WA before their application for membership will be confirmed.

1 BORROWING MATERIALS (WA residents only)

Clients will:

- 1.1 Present a library card when borrowing items from the State Library and understand that items will not be issued if such a card is not presented at the time of loan.
- 1.2 Take responsibility for the physical condition and timely return of all items borrowed from the Library.
- 1.3 If less than 18 years of age, provide signed consent from a parent or guardian before library membership is granted. The parent(s) or guardian(s) that provide signed consent shall take responsibility for items on all membership cards issued to children in their care.
- 1.4 Notify the Library if a card is lost or stolen. The client who is over 18 years of age to whom the card was issued shall retain the liability for any items loaned or charges incurred prior to such notification.
- 1.5 Notify the Library in the event of changes to all or part of their name, address, telephone number, or email address given to State Library at the time of membership registration. The Library will not be responsible for client non-receipt of invoices, notices or other items due to the client not notifying the Library of changes to their contact details.
- 1.6 Return all items borrowed from the Library on or before the due date with the understanding that different formats of library items may have different loan periods prescribed.
- 1.7 Pay all charges resulting from replacement of items that were lost while on loan to the client.
- 1.8 Examine all items prior to borrowing and bring damaged items to the attention of staff prior to borrowing.

2 INTERNET AND ONLINE SERVICES

Clients will:

- 2.1 Not damage or modify equipment, software, or data belonging to the Library, nor attempt to violate computer network security.
- 2.2 Not attempt to disrupt other users of the service.
- 2.3 Only download files to own external drives. The Library takes no responsibility for data altered or deleted on external drives through the public network.
- 2.4 Not intentionally, access material that is offensive or objectionable to other members of the public or staff. The Library has a duty under the W.A. State [Classification \(publications, Films and Computer Games\) Enforcement Act 1996](#) and to the Commonwealth [Broadcasting Services Amendment \(Online Services\) Act 1999](#) to ensure that material of this nature is not displayed in the Library.
- 2.5 Not intentionally misuse Library facilities, or fail to comply with staff directives on the use of Library services. All Library facilities are to be used in a responsible manner, taking into consideration the laws on copyright, privacy, harassment, and libel. Clients who fail to do so may have their access privileges removed.
- 2.6 Understand that the Library reserves the right to monitor and log the use of computers.
- 2.7 Understand that the internet services provided are secure as far as reasonably practical. The Library has no control over the accuracy, authority, timeliness or usefulness of the information accessed on the internet, and will not be liable for any damages related to the use of the information accessed.
- 2.8 Acknowledge that the Library cannot guarantee more than a single computer booking session. Clients must finish all online activity by the end of each booked computer session and ensure that any password protected sites have been logged out. The Library will not be liable for any data loss or damages related to clients not finalising, saving their data and logging out before the end of each booked computer session.

3 USING ERESOURCES (WA residents only)

Clients will:

- 3.1 Comply with the terms and conditions of license agreements between publishers and the Library when accessing eresources and online databases with State Library membership.
- 3.2 Use eresources only for private study or research purposes and not for business, commercial or work purposes.
- 3.3 Recognise that use is for the registered State Library member only and that access is not transferable.
- 3.4 Not distribute or provide links to eresources on the websites of educational institutions.

4 PENALTIES

By accepting these terms and conditions of membership, clients will be subject to the following penalties:

- 4.1 Where a borrowed item is lost, rendered unusable or otherwise destroyed, the client shall receive an invoice for the full replacement of the item. The cost of full replacement may be charged for a new copy of the item rather than assessing the value of the item based on its age.
- 4.2 Where an invoice remains unpaid in part or in full, unless otherwise stated access to all library services will be suspended until the invoice is paid in full or items are returned to the Library.
- 4.3 Where invoices are generated for any infringements of these Terms and Conditions the invoice amount will include an administration fee.

Where any deliberate breaches of these Terms and Conditions of Membership occur, the client will be reminded of their agreement to adhere to the Terms and Conditions of Membership at the time they became a member of the Library. Further breaches may result in the client being refused access to library services.

5 REVISIONS

Understand that these Terms and Conditions of Membership may change and a public notice will inform clients of such changes.

6 DEFINITIONS:

6.1 **Card** shall mean a State Library of Western Australia library card.

6.2 **Child** shall mean any person who is under 18 years of age

6.3 **Library** shall mean State Library of Western Australia

6.4 **Client** shall mean a person who has registered for membership with the State Library; or a person, including parents or guardians who have provided signed consent for children under the age of 18 years.

6.5 **Due Date** shall mean the date recorded by State Library when a loaned item is required to be returned to the State Library.

6.6 **Objectionable material** shall be defined by the Censorship Act (WA) 1996

6.7 **Restricted material** shall be defined in the Censorship Act (WA) 1996

6.8 **Responsibility** shall mean the client is accountable or liable for his or her own actions and of those children under the age of 18 years in their care.

6.9 **Charges** shall mean the charge for each the replacement cost of an item and an administration fee on issue of the invoice.

6.9.1 A **courtesy notice** will be emailed or posted three days before the item is due.

6.9.2 An **overdue notice** will be sent one week after the due date.

6.9.3 A **second overdue notice** will be sent two weeks after the item due date informing the client that overdue items will be invoiced. The item invoice will be generated 28 days after the item due date.