DEFINITIONS

Borrower
- The term borrower includes any **user** of any equipment provided by the library including, but not limited to, computers and photocopiers.
- Where the borrower is a minor, the term borrower simultaneously includes the borrower’s parent or guardian.
- The act of borrowing includes the act of using library equipment.

Library
Library includes mobile library.

TERMS and CONDITIONS

Age
A library member under the age of 18 years (minor) requires the consent and agreement of a parent or guardian (to accept full responsibility for the minor’s borrowings) before being entitled to borrow. Such consent and agreement is evidenced by the signature of a parent or guardian on the library card, notwithstanding the minor’s signature also appearing on the library card.

Variation to the agreement
The terms of borrowing, including fees and charges, may vary from time to time. The Fees and Charges Schedule is available in the Library Guide, on the Library web site and in Council's schedule of Fees and Charges.

Loan Period
The loan period for borrowing any item is 4 weeks, however this period may be shortened depending on demand for, and availability of, the borrowed item as well as the type of material. The Internet and Word Processing computers may be loaned for up to 1 hour at one time.

Membership period
(a) Membership is valid for two years unless cancelled by either party.
(b) Membership may be suspended, then banned if the terms of borrowing are not adhered to by the borrower.
(c) Application for re-instatement of a banned membership may be made. If accepted, borrowing privileges will be re-instated after five working days.

Initial borrowing
The initial borrowing of any item must be made in person and will be effected only upon the **presentation of a valid library card**.

Renewals
(a) Loans may be renewed twice only, whether in person, by telephone or over the internet, provided the item has not been reserved by another borrower.
(b) Renewal will be effected only where the borrower number is provided.

Reading History
For your convenience, our automated library management system retains your reading history. This feature helps you keep track of material you have borrowed. The list is confidential and is only accessible by you. You can discontinue or opt out of this feature at any time.
Inter-Library Loans
Where, at the borrower’s request, a book is obtained from another library, a fee will apply. An additional fee may be imposed by the lending library. These fees are payable by the borrower.

Late returns
A fine is incurred by the borrower when the grace period has been exceeded. The fine is calculated in accordance with the library Fee Schedule.

Continuing duties and obligations
Notwithstanding the expiration or suspension of library membership, the duties and obligations arising under this agreement will continue until all of the borrower’s liabilities have been discharged.

AGREEMENT

Signing
(a) The borrower has read and understood the terms and conditions of borrowing.
(b) By signing and using the library card, the borrower agrees to be bound by the terms and conditions of borrowing stated herein.

Minor to include Parent or Guardian
Where the borrowing facility is offered and the library card is issued to a minor, the minor’s parent or guardian agrees to be bound by these terms.

Borrowing
The borrower agrees to accept full responsibility for the safe keeping and return of all items borrowed.

Change of circumstance
The borrower agrees to advise the library of any change of address or of altered circumstances that may affect the library’s risk or liability for loss or damage. This responsibility extends to the minor.

Damage to borrowed items
(a) The borrower agrees to pay the full replacement cost plus a service charge for all items lost or damaged beyond repair whilst on loan to the borrower. A repair charge is payable for partially damaged items.
(b) The borrower agrees to advise the library of any damage found or caused by the borrower upon the item’s return.
(c) The borrower agrees not to attempt to repair damaged items.

Compliance with the law
The borrower agrees to comply with all relevant legislation, including but not limited to, privacy, communications and copyright laws, and Council by-laws.

Agreement to be bound:
By signing my membership card, I am agreeing that I have read and understood the Library’s Terms of Borrowing and Membership

DISCLAIMER

East Gippsland Shire Council (‘Council’) takes all reasonable measures to maintain the material/media on loan in good and workable condition. However, to the extent permitted by law, it is not responsible or liable for any loss or damage resulting from the use of the material/media.

Council has CCTV in operation throughout the library. However, you are responsible for your personal belongings and reminded not to leave them unaccompanied at any time. Council accepts no responsibility for loss, damage or theft of personal belongings.