



*Dedicated to a better Brisbane*

## Library membership terms and conditions

By becoming a member of Brisbane City Council's Library Service (**Member**), you agree to comply with the following conditions of membership including the Privacy Statement – Use of Members Personal Information (together the **Conditions of Library Membership**):

1. Members must comply with and observe all laws, regulations and Brisbane City Council (**Council**) policies which includes the provisions of the [Copyright Act 1968](#) and the [Copyright Amendment Act 2006](#) and other amendments and regulations currently in force during their membership term.
2. Members acknowledge that they are responsible for all items borrowed, issued and signed out to them and agree to safekeep and take good care of all borrowed items.
3. Members must return all borrowed items to the library on or prior to the end of the borrowing period (which will include any extension to the initial borrowing period subject to Council's approval of that extension) or in response to a request or notice to the Member by a member of staff.
4. When using library facilities, members must adhere to any Conditions of Entry and be respectful of both other customers and library property.
5. Members must comply with any reasonable directions made by library staff.
6. Members are required to advise library staff as soon as possible of any changes to the Member's personal information (including contact details), or loss of their library membership card.
7. Members must, when requested by library staff, show or surrender their library membership card or show some other form of identification.
8. Members must pay to Council on demand, fees and charges set out in Council's yearly [Schedule of Fees and Charges](#) for use of facilities or services, or the cost of repairing or making good any damage to, or loss of borrowed items and library membership cards.
9. Members acknowledge that failing to pay any amount payable to Council under condition 8 may result in temporary loss of borrowing privileges.
10. Members using Council's online resources and digital library collection must not remove copyright notices from any materials and all material used must be cited where appropriate. Members must also comply with any additional terms of use specified in any online/digital resource made available through Council's Library Service.
11. Members under 18 years old have access to the entire library collection including digital and electronic resources, except for items classified as restricted by law, including by the Australian Classification Board (**Restricted Items**). Council disclaims all liability whatsoever for the Member's selection and use of library materials and services, including access to the internet and other digital platforms. If the Member is a child (under 18 years of age), the parent/guardian of that child agrees to assume all responsibility on behalf of the Member,

including for selection and use of library materials and access to the internet and facility on behalf of the Member.

12. Members acknowledge that in accordance with the *Human Rights Act 2019* (Qld), Council's Library Service provides access to a comprehensive range of collections and services for Members of all ages and backgrounds on a broad range of issues, viewpoints and topics in support of the [Australian Library and Information Association Free access to information statement](#).
13. Members acknowledge that Council's Library Service aims to provide safe and welcoming spaces in-person and online by proactively representing diversity in its planning, programming and events, and using inclusive language in all verbal and written communication.
14. Members acknowledge and consent to Council collecting, storing and using their personal information in accordance with the Privacy Statement – Use of Library Member's Information.
15. Council makes no representations or warranties as to the quality, suitability or appropriateness of books, items, materials, (including electronic, digital or printed form) accessed, borrowed, or placed on hold by Members. Despite any other provision of these Conditions of Library Membership, to the maximum extent permitted by law, Council is not liable for any damage, loss, or harm suffered by or any expense or cost or incurred by a Member whatsoever (including direct, indirect or consequential loss and whether in negligence or otherwise) or any injury, death or damage to the person or property of the Member, which arises from or in connection with library membership, howsoever such liability rises.
16. These Conditions of Library Membership are subject to change. In the event Council amends these Conditions of Library Membership, you will be notified of the updated terms using the contact details you have provided to Council.
17. Members may modify or withdraw their consent by providing a written notice to Council. Any changes to the consent will only apply from the date of receipt by Council of the written notice. If consent is withdrawn, the Member's Membership will be cancelled, and all personal information stored by Council will be deleted from within those holdings or records.

## Privacy statement – Use of library member's information

By becoming a Member, you are consenting to Council collecting and storing your personal information, as provided in accordance with [Council's Privacy Policy](#). Your consent to our use of personal information is required under the *Information Privacy Act 2009* (the **Act**).

Council may use your personal information for the purpose of providing library services including:

1. using your full name, birth date and residential address for internal statistical information;
2. confirming the age of a Library Member when borrowing items which are classified by the Australian Classification Board as restricted for audiences under 18 years (**Restricted Items**);

3. using your phone number, postal and email address to contact you about your Library Membership, borrowed items and items requested, program bookings, library-related operational updates and promotions, and other library related business;
4. displaying your name publicly to identify items that you have placed on hold when they become available for collection at Council libraries; and
5. providing your personal information to third party providers for any purpose in connection with the library services.

In order to provide the above services, there may be instances where your information may be stored outside of Australia. By becoming a Member, you consent to this transfer of your personal information outside of Australia.

If you have any queries about any privacy issues that relate to your Membership, please contact Council on 07 3403 8888.