

# **London Borough of Enfield Libraries**

## **Terms & Conditions**

### **Terminology used**

1. 'Library Authority' means the London Borough of Enfield.
2. 'Library/Libraries' means any library for the time being maintained by the Library Authority for purposes of its functions under the Public Libraries & Museum Act 1964 and the library services provided therein.
3. 'Library Staff' means all persons appointed by the Library Authority to act on its behalf. This includes library volunteers.
4. 'Library User' means any person who enters the premises whether or not they are a member or have enrolled for the Library.
5. 'Item' includes any and every article permanently or temporarily forming part of the lending section for the Library. Such articles are described specifically where the context requires.
6. 'TLC' means member authorities of The Libraries Consortium.
7. 'Data Controller/Data Processor' as defined in the Data Protection Act 2018
8. 'Personal Data' as defined in the Data Protection Act 2018

### **Admission to the Libraries and Membership applications**

9. Entrance to all public parts of the Libraries is free and any member of the public can make use of the Libraries. The only

exception to this is accessing Community Rooms or other spaces in the Libraries when they been hired privately.

10. By becoming a member you are agreeing to abide by these Terms and Conditions, and other rules and regulations governing the service.
11. All Library members must possess a current membership card, which must be produced when items are borrowed or when making a computer booking. A library card must be presented to the Library Staff if requested. Library Users are responsible for the use of their cards and should not allow others to use it.
12. Application for a membership card will be regarded as an acceptance of these Terms and Conditions by Library Users.
13. Applicants for a membership card are required to provide identification with proof of address.
14. A parent or guardian must counter-sign the membership form for new members that are under the age of 16.
15. Membership cards are NOT transferable, and the Library must be notified of the loss of a membership card as soon as possible. Cards must be returned to any Library for cancellation when Library Users leave the area.
16. Library Users will be held responsible for any item borrowed or the use of any equipment using their card unless that card has been reported to the Library Staff as lost or stolen. There will be a charge made for lost membership cards, at the rate currently set by the Libraries.
17. Library cards may be used at any of the libraries within authorities belonging to TLC and items on loan can be returned to any Library or TLC.

18. Library members may only use their own cards when borrowing items or booking a computer.
19. Library Staff will use discretion in the cases of parents who are genuinely selecting items on behalf of their children or in the case of people borrowing on behalf of elderly people or people with disabilities in order to enable children and those with disabilities to access the Library.

## **Data Protection**

20. In order to operate the Libraries, it is necessary to collect the minimum Personal Data required, which includes name, address, date of birth, telephone number and email address. We are collecting this Personal Data because the data is necessary to carry out the agreement you have entered into, i.e. becoming a Library member. The legal basis is therefore a task in the public interest (supply of library services). We may also seek Personal Data relating to gender, ethnicity, language and disability for monitoring our equalities delivery, with your agreement, but you are not obliged to provide this information. Personal Data is retained for as long as you are a member of the Library. If you leave or let registration lapse, the Personal Data collected will be retained until any outstanding debts are paid and for 7 years after leaving or final payment.
21. The libraries are a member of TLC, a consortium of Library Authorities who share stock and standardized borrowing practices. Customers only require 1 library card which can be used seamlessly in any of the member authorities. Your Personal Data is held on a common database and that it may be accessed by Library Staff in any authority part of TLC.

The Library is the Data Controller and Data Processor for your Personal Data.

If you have any questions or concerns about the way we process your Personal Data, contact our Data Protection Officer at [enfield.data.protection.officer@enfield.gov.uk](mailto:enfield.data.protection.officer@enfield.gov.uk).

You can also contact the regulator, the Information Commissioner, if you are not happy with our processing. Information on how to do so is on their website at <https://ico.org.uk>.

You have rights in respect of your Personal Data including the right to request access, rectification, erasure, restriction of processing or to object to processing.

Fines and notifications are issued via automated processes; you can request review of these from Library Staff if required.

For full details of our Privacy Policy, please see online at

<https://www.enfield.gov.uk/privacy-notice>

## **Conduct within the Libraries**

22. Any furniture, fittings or equipment in a Library must not be misused. Furthermore, their arrangement must not be altered without first gaining consent of a member of Library Staff. Authorisation is also required for the removal of any property from the Libraries.

23. Any damage or defacement of library materials in the Libraries is prohibited. Library users are asked to report any instances of such defacement to Library Staff that they observe or become aware of.

24. Excessive noise, disturbance or unseemly behaviour is prohibited, including abusive or threatening behaviour to Library Staff or to other Library Users. Library Staff and other

Library Users are entitled to work in or use the Library without fear of verbal or physical abuse. We will take such action as is necessary to protect Library Staff and Library users which may include taking steps such as barring Library Users from the Library premises, automatic cancellation of membership and/or obtaining injunction orders should that be necessary.

25. Library users are asked to treat others with consideration and respect.
26. Smoking and vaping are not permitted in the Library premises or outside, near external doorways.
27. Disruptive mobile phone use is not permitted in the Library. Library Users are asked to switch their mobile phones off or set them to silent mode in the Library. Any calls should be made or taken away from the quiet areas within the Library.
28. No material other than official notices from the Library Authority may be distributed within the Library, without the permission of Library Staff.
29. Accessing the Libraries' networks or computer systems in a bid to copy, store, modify or transmit any material without ownership of that material or material that contains viruses, malware, spyware, worms, Trojan horses or any other computer code intended to destroy or limit the functionality of any computer system is not permitted.
30. The creating, accessing, copying, storing and/or bringing in the Library of any material that is obscene, racist, defamatory or illegal, causes harassment or gross offence is not permitted. Anyone found abusing in this way will be prohibited from future use and we may where an offence has been committed or is suspected to have been committed report this to the police.

31. Children under the age of 8 must be supervised at all times while in the Libraries by their parent, carer or guardian who must also monitor any use by children of public access computers in the Libraries. In all circumstances a carer could be a young person, no younger than 14 years old. A child will be deemed “unsupervised” if their parent, carer or guardian is using another part of the Library and cannot hear or see their child.
32. Parents and/or guardians are required to take responsibility for the materials used and borrowed by Library members under the age of 16.
33. Parents/carers remain responsible for the children in their care while in the Library as well as for fully complying with clause 31 above.
34. Library Staff are not to be requested to take responsibility for children of any age left unattended in the Library and are instructed not to do so.

### **Loan facilities and terms of borrowing and use of books, audio-visual items and the public computers in the Libraries**

35. In order to become Library members and to borrow items or use the computer equipment Library Users must have a membership card, which must be produced whenever an item is borrowed. No item may be removed from the Library unless it has been checked-out.
36. Members may borrow up to 25 items including books, audio books, DVDs, music CDs and language courses. In addition, a range of e-books and e-audiobooks can also be borrowed. Books must be returned within the official period of loan as

promoted in Library publicity, but provided the book is not required by another reader, the period of loan can be extended for a further period. This can be done up to 10 times without the item(s) being brought into the Library.

37. Items not returned or renewed by the due date will be subject to a charge. Account details may be passed on to our stock recovery agency and a £10 administration fee added to Library member accounts.
38. Library members owing more than £10 on their account have 14 days to pay this amount off. If after 14 days they still owe the Libraries £10 or more they will be referred to the Library Services' stock recovery agency and a £10 non-refundable administration fee added to their account.
39. Items may be renewed at any library in TLC by our 24/7 automated renewals service on 0333 370 4700 or by visiting the library web catalogue. The renewal of items reserved by others is not permitted.
40. A charge is payable for the loan of CDs, DVDs and language courses. Charges will be payable for any items not returned by the due date. The current scales of charges are displayed in each Library.
41. DVDs are only loaned to Library members whose age is appropriate to the British Board of Film Classification.
42. Provided a valid email address or mobile phone number is supplied Library members will be sent notification 2 days prior to any stock going overdue. If an item has been retained beyond the permitted time, reminders will be sent after one day, one week, three weeks and five weeks. Reminders will be sent via email or SMS if supplied.
43. The Libraries' pre-overdue reminder service is supplied when available. In the unlikely event that the reminder service is

unavailable the Library members remain responsible for ensuring that all items are returned by the date notified at the point of lending.

44. Library members are responsible for the loss of or damage to any items while in their possession or borrowed on their library cards. If a card is lost, Library Staff must be told immediately, as until such notification, the card holder remains responsible for whatever is borrowed on their cards.
45. Parents or guardians who act as guarantor for their children are responsible for any items borrowed by their children. The same will be charged for lost or damaged items.
46. Parents must confirm their consent to Library Staff if their child wishes to use a public PC. Consent is usually obtained in writing when the child becomes a Library member.
47. Library members who borrow CDs, DVDs or Language Courses are asked to check them for damage at the time of issue and to point out to staff any apparent faults. Library members will be held responsible for any damage discovered when such items are returned.
48. Library members may reserve any item that are currently unavailable, either in person, or on the internet using TLC Catalogue (<https://libraries.enfield.gov.uk>) which makes the stock of other library authorities available. We ask Library members to appreciate that unless the item is currently in stock in their home authority, it may take longer to supply the item.
49. Library members will notify Library Staff immediately of any change of name, address or contact details.
50. No items may be removed from the Reference Section.



51. No newspaper or periodicals or supplements/inserts are to be taken from the Library. Furthermore, they must not be written on or any articles torn out.
52. Photocopies are provided subject to the provisions of the Copyright, Designs and Patents Act 1988, and upon payment of the appropriate charge.
53. Personal belongings may not be left unattended in a Library without the permission of a member of Library Staff. The Libraries cannot accept responsibility for any personal belongings left unattended in the Library.
54. Library Staff may refuse to loan items and may deny the use of a library to anyone who:
- Refuses to comply with these Terms and Conditions
  - Indulges in any form of anti-social behaviour which may disturb other Library Users
  - Are overtly racist, homophobic, sexist or aggressive to Library Staff or other Library Users
55. Parents/carers remain responsible for the children in their care while in the Library.
56. Library Users should not attempt to reserve study places by leaving personal belongings at desks when they have left the building. Library Staff may clear away belongings to allow others to use study places. Note that any unattended belongings are left at the owner's risk.

### **Use of information technology services within the library**

57. The use of information technology facilities within the Library is governed by legislation including, but not limited to, the

Computer Misuse Act 1990, the Data Protection Act 2018 and the Digital Economy Act 2010.

58. Library Users are entitled to one free hour of public PC use per day. However, Library Users who owe £10 or more on their account will be blocked from using the public PCs.
59. Online Resources can be accessed free of charge anytime via the 24 hour Virtual Library at [www.enfield.gov.uk/24hourlibrary](http://www.enfield.gov.uk/24hourlibrary)

## **Non-Compliance**

60. Failure to observe any of the foregoing provisions may, in the first instance be dealt with by a member of Library Staff or authorised representative, who may take such action as is reasonable in the circumstances.
61. If a significant breach of these terms and conditions occurs, you will be notified of your suspension from the Libraries in writing. We will specify the duration of your suspension and the reasons for it. At the end of your suspension you may be required to meet with the Libraries manager or authorised representative.
62. Suspended Library Members have a right of appeal against the decision of the Library Staff or authorised representative to the Head of Service. Appeals should be made in writing to the Head Service for Enfield Libraries based at Enfield Council.
63. Complaints about the service will be dealt with under the London Borough of Enfield's Complaints Procedure

[https://www.enfield.gov.uk/\\_\\_data/assets/pdf\\_file/0015/4407/corporate-complaints-policy-your-council.pdf](https://www.enfield.gov.uk/__data/assets/pdf_file/0015/4407/corporate-complaints-policy-your-council.pdf)

64. Libraries reserves the right to update these Terms and Conditions at any time as necessary.