

# Library Policy

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## 1 Introduction

Waikato District Council operates public libraries throughout the district.

All Council's libraries are assets for the use and enjoyment of the community, and we aim to provide a safe and comfortable environment for customers and staff.

This policy sets out Council's approach to managing the day-to-day operations of the libraries, including the borrowing process, and the conditions under which people may use the libraries and their resources.

## 2 Purpose

The purpose of the Library Policy is to:

- Set out guidelines as to the use of the library; and
- Advise library customers as to what behaviour is acceptable when using the library; and
- Ensure we provide a safe and welcoming environment for all our customers and staff.

## 3 Definitions

<b>Adult</b>	Any person 18 years or older.
<b>Anti-social Behaviour</b>	Any act or omission (whether intentional or not), that reasonably causes alarm, distress, or nuisance to others.
<b>APNK</b>	Aotearoa People's Network Kaharoa, which provides free access to broadband internet and computing equipment so that people can live, learn and create in the digital world.
<b>Borrower</b>	The person who has been issued a Waikato District Libraries library card number.
<b>Customer</b>	Any member of the public who is using the library space and/or services.

<b>Digital Collection</b>	The library resource that is only available digitally via website or application.
<b>Guarantor</b>	Any adult who agrees to be responsible for any fees accrued by any borrower under the age of 18.
<b>Interloan</b>	A request that can be made to borrow an item from another participating New Zealand library for a fee.
<b>Library</b>	All libraries and library services which are operated by Waikato District Council, which are located throughout the district.
<b>Library Card</b>	The card or card number issued to the borrower.
<b>Physical Collection</b>	The library resource that is tangible and available only at the library.
<b>Ratepayer</b>	Any person who pays rates for a property or properties in the Waikato District.
<b>Resident</b>	Any person, of any age, who lives in the Waikato District.
<b>Staff</b>	Any Waikato District Council employee.

## 4 Application

This policy applies to all libraries that are owned and/or administered by Waikato District Council.

## 5 Policy Statements

### 5.1 Enrolment

To apply for membership, customers must complete an online application form, accept the Terms and Conditions and provide one form of valid identification (ID) and proof of address. The name on both the ID presented and proof of address must match.

Valid ID is any of the types listed below that has been issued by an organisation or agency and has your full legal name on it such as a:

- Driver's Licence; or
- Birth Certificate; or
- Passport; or
- Kiwi Access Card (previously known as the 18+ Card); or
- Student ID card; or
- Gold Card (with photo)
- Community Services Card; or
- Bank Credit/Debit Card.

Proof of address is any physical or digital letter or correspondence that has been sent to you and contains your legal name and full current address, or the address of a property you own in Waikato District, and is less than 12 months old.

People under the age of 18 must have an adult who is willing to serve as their guarantor. The guarantor must complete the online application form on their behalf and accept responsibility for any charges or damages incurred. Should the guarantor wish to change their status as guarantor, a new guarantor will need to be provided. If no guarantor is provided, borrowing privileges will be suspended on the card until such time as a new guarantor is provided or the card holder turns 18.

It is the responsibility of the library card holder or guarantor to notify the library of any changes including but not limited to change of address, contact details, a change of name, or change to primary resident/ratepayer status.

Digital only memberships do not require a guarantor. Terms and Conditions must be accepted as stated in the online membership.

## **5.2 Types of membership available are:**

<b>Adult resident</b>	for residents or ratepayers in the Waikato District, aged over 18.
<b>Non-resident</b>	for people who do not live in Waikato District and/or do not pay rates to Waikato District Council. A membership fee applies.
<b>Child/young adult</b>	for any person under the age of 18. A guarantor is required as the contact on the card for all fees that may be accrued. The child/young adult or the guarantor must be a resident or ratepayer.
<b>Digital only membership</b>	for residents or ratepayers in the Waikato District allowing access to our digital library platforms only.
<b>Group membership</b>	for organisations, schools, early childhood centres and other institutions or businesses.
<b>Temporary resident</b>	for people residing in temporary accommodation and working within Waikato District. Customer must provide proof of residence in the temporary accommodation (a letter from the manager for example), and proof of employment in the local area.

**Reciprocal agreement membership**

for residents of other districts whose council has established an agreement with Waikato District Council to pay for their memberships with us.

**5.3 Library Cards**

Library cards are valid for use in any of the Waikato District Council Libraries. Lost or stolen library cards must be reported to any of our libraries as soon as possible and can be replaced for a fee. There is no fee if a Police reference number is supplied. ID must be sighted by staff to issue you with a new library card.

**5.4 Borrowing Items**

Library items will be issued to customers with a valid Waikato District Council Library membership. Borrowers should present their library card on checkout. Where a library card is not presented the borrower may need to provide ID and/or answer specific questions based on personal information that only they will know.

All items issued will be the responsibility of the borrower or the guarantor.

Different loan periods apply to different parts of our physical collection:

- DVDs are issued for 7 days.
- Kits are issued for 7 days.
- Magazines are issued for 14 days.
- Books are issued for 28 days.
- All reference items are not able to be borrowed outside of the library.

Members can borrow up to 10 DVDs per card and borrow up to two Kits per card at any one time. A borrower can borrow a total of 20 items on any one card, and five items for a temporary resident.

Borrowers may place holds on items either in person, by phone, by email, by the Waikato District Council Libraries app or via our website's online library catalogue.

If an item is not held in the Waikato District Council Libraries collection, borrowers may request an Interloan from another participating Interloan library for a fee. Borrowers may request that the item is purchased and added to our collection by filling out a "request a new item" form through our website or speaking to one of our staff at the libraries. Digital items can also be requested through the e-platform app and website. Our collections team will assess each request and advise of the outcome.

Kit items must be returned to the library they were borrowed from. All other library items may be returned to any of the Waikato District Council Libraries. All library items should be returned to the library by the due date.

Items may only be renewed once. Renewals may be requested in person to any staff at the library, on the self-checkout machines within the library, via the Waikato District Council Libraries app, or by phone. Items with holds on them cannot be renewed. Interloan renewals are at the discretion of the lending library.

## **5.5 Charges**

Fees are listed in the Waikato District Council [Fees and Charges](#) document which can be found on the Council website. These are reviewed annually.

Outstanding library charges of \$10.00 or more will result in the suspension of borrowing privileges. This will be removed once payment is made within the libraries to bring the total amount of charges on the library card to a balance of less than \$10.00.

Minor damaged items are items that must be repaired by library staff to bring them into a satisfactory condition to meet our collection guidelines for borrowing.

Major damaged items are items that cannot be repaired by library staff to bring them into a satisfactory condition to meet our collection guidelines for borrowing and need a full replacement.

Lost items are items that the borrower cannot find and has not returned. Once paid for, the item becomes the property of the borrower. If a lost item that has been paid for is returned in good condition that meets our collection guidelines for borrowing within 12 months of payment, a refund will be given.

Overdue fees are not charged at any Waikato District Council Library. Overdue notices will be posted or emailed to the borrower. If an item is overdue for over four weeks, it will be assumed lost, and a replacement fee will be added to the borrower's card. If the item is returned to the library in good condition within 12 months, the replacement fee for this item will be removed from the borrower's card.

Replacement copies of damaged, lost or overdue items will not be accepted.

Waikato District Libraries do not pursue estates for fees owing on library cards. If a friend or family member passes away, please let us know so that we can wipe any fees on their card and close their account.

Payments can be made over the counter with EFTPOS, payWave or credit card (surcharges may apply). Our offices and libraries no longer accept cash payments. You can also use your bank's online or telephone banking service to pay your library fees and charges. Please contact your bank regarding using this facility or log on to internet banking and search for "Waikato District Council", scroll down the list and select WAIKATO DISTRICT COUNCIL LIBRARY. Enter the last six digits of your library card in the particulars and your last name and initials in the reference.

Any customer that has a dispute over charges added to their Library account should follow the process below:

1. Query the charge with a member of Library staff.
2. Speak to the Library Coordinator of the branch.
3. Contact the Branch Team Leader (in writing or through Council's website).
4. Contact Council's Customer Delivery Manager.

## **5.6 Behaviour**

Waikato District Council Libraries are for everyone to enjoy, and we aim to provide a safe and comfortable environment for customers and staff. Council has a zero-tolerance policy for harassment, violence, intimidation, and abuse.

We ask our customers to uphold the health and safety of both staff and members of the public, and show respect for other people and their right to have a positive experience, by:

- Speaking and behaving with courtesy, without swearing, shouting, or offending / abusing other customers or staff; and
- Not displaying any other anti-social behaviours in any libraries; and
- Ensuring children under the age of 14 are always accompanied by a parent or caregiver whilst visiting the library; and
- Co-operating with our staff and respecting any requests they make; and
- Being drug and alcohol-free while using the libraries; and
- Keeping our premises smoke and vape free; and
- Being considerate of other people's property, including library furniture and equipment; and
- Not wearing gang patches in any library; and
- Keeping food and drink away from APNK computer areas, and the closed collection room of the Huntly Library.

Waikato District Council Libraries permit service animals, therapy animals, emotional support animals and trained Council animals onsite. Animals who do not fall into this category may be permitted to enter the library with prior approval from staff.

Soliciting for petition signatures, political or sociopolitical action, monetary donations, or for any other sales or paid services is not permitted on library property without prior approval from Waikato District Council Libraries.

Any library user that does not feel safe or comfortable should raise their concerns with staff to address.

Advisory note: Application of the following pieces of legislation apply to the Behaviour section (5.6) of the Library Policy:

- Gang patches are not permitted to be worn in the libraries as per the Prohibition of Gang Insignia in Government Premises Act, 2013, 6(1);
- Leaving children under the age of 14 years old without reasonable supervision and care is an offence under the Summary Offences Act, 1981, 10B. Waikato District Libraries staff cannot be responsible for supervising unaccompanied children. Council commits to supporting the statutory agencies (The Children's Team, Oranga Tamariki – Ministry for Children and the NZ Police) to investigate abuse and will report suspected cases and concerns to these agencies using the process in Waikato District Council's Child Protection Policy.

## **5.7 Use of Computer, Printing and Photocopying Facilities**

Waikato District Council Libraries provide free internet access through Wi-Fi through APNK. Customers are entitled to one free computer session per day. Further use is at the discretion of staff. The use of personal laptops and devices is permitted, and the use of headphones is encouraged. There is no time limit on Wi-Fi use.

To ensure a safe space for all, viewing of any anti-social, fighting, gang or sexual content is forbidden in our libraries. Behaviour that goes against the APNK usage rules will result in loss of access to APNK services.

Printing and photocopying costs are outlined in the Waikato District Council Fees and Charges document which can be found on the Council website. Some printing and photocopying services may be provided for free, such as printing of CVs, of which five copies can be printed or photocopied for free.

If a member of the public wants to copy (including downloading from online sources), any content from the library, the member of the public is responsible for determining the copyright status of that content, obtaining the necessary permission or license to copy and any other requirements under the Copyright Act 1994.

## **5.8 Community Notice Boards**

Waikato District Council Libraries offer a service where not-for-profit organisations or community groups can advertise within our libraries via our notice boards, subject to the conditions below:

- The material must not be offensive in any way or disrespectful to any organisation or person, that is, contain swear words, be harassing, discriminatory, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented or racially offensive.
- The libraries will not accept for display party, political or religious material, or commercial sale, rental or hire material without wider community benefit.
- The libraries do not accept liability for any damage to or theft of displayed materials.
- Displays and notices are accepted only if they clearly show the names and contact details of the responsible group or individual.
- Material will only be displayed when it is current, and ongoing activities will be promoted for a limited time only.
- In the case of doubt as to the appropriateness of any material presented for display on community noticeboards, the decision of the Library Team Leader will be final.

## **5.9 Enforcement**

If a customer is behaving in a manner which is contrary to this policy, they may be asked to adjust their behaviour or to leave the library.

If a customer is behaving in a manner that is extreme, or staff have repeatedly had to ask them to leave the library due to their behaviour on several occasions, they may be issued with a ban or trespassed for up to two years.

Should a customer feel that the action taken by Waikato District Council Library staff is unnecessary or inappropriate they may submit a written complaint.

## **6 Policy review**

This policy shall be reviewed at five yearly intervals or as otherwise required by the Chief Executive or Customer Delivery Manager.



## **Appendix One - Waikato District Council Library Membership Terms and Conditions**

### **Who do these terms and conditions apply to?**

These terms apply to any individual, guardian or organisation who completes and submits a library membership application.

### **Terms and Conditions**

#### **Your responsibilities as a library member**

As a member of a Waikato District Library, you agree to the following:

1. You are responsible for all items that are borrowed on your library card, even if they are lost or stolen;
2. You must notify the library as soon as possible if your membership card is lost or stolen;
3. All items must be returned on time, in good condition and you agree to pay for damaged and lost items;
4. Any lost items returned 12 months after the due date will not be refunded;
5. Any debt owing over \$50 for more than 45 days may be sent to a debt collection agency;
6. You will notify the library of any change of address, phone number and/or email address;
7. Members must not damage any property of the libraries. The library reserves the right to seek payment for any damages incurred; and
8. Members must not direct any offensive behaviour towards staff or other members in the facility. Waikato District Library staff reserve the right to remove members from any library facility for disruptive behaviour.
9. Your personal information will be collected, used and stored in accordance with Waikato District Library's Library Privacy Statement.
10. Your membership is ongoing unless you have been inactive for 3 years or you have actively contacted your local library to cancel your membership.

#### **Acceptance of Terms**

The terms and conditions are deemed accepted when an application for library membership is submitted to any Waikato District Council library.

Council reserves the right to make changes to these terms from time to time, any updates will be notified on our website.

#### **Cancellation of Membership**

You may cancel your membership at any time by using any of the following options;

- calling 0800 492 452; or
- email [info@waidc.govt.nz](mailto:info@waidc.govt.nz) ;or
- in person at any Waikato District library.

## **Appendix 2 – Waikato District Libraries Privacy Statement**

### **1. Introduction and Purpose**

The privacy of our library members is important to Waikato District Council. This privacy statement sets out how we will collect, use, disclose and protect our members' personal information in accordance with the Privacy Act 2020.

Personal information is essentially any information about you such as your name, contact details and anything that you can look at and say, "this is about me".

### **2. When and what kind of personal information is collected?**

At the time of your library membership application, we will collect personal information from you such as your full name, date of birth, residential address, email address, contact details and alternative contact details. We cannot issue a library membership without this information.

### **3. Who do we share your personal information with?**

Besides our staff, we share your personal information with:

- the Kōtuiti consortium which supplies and manages our Library Management System. Kōtuiti is managed and administered by the National Library which is part of the Department of Internal Affairs (DIA);
- contractors and agents to effectively conduct Council's lawful functions;
- debt collection agencies for the purpose of recovering overdue library charges; and
- other libraries within our district.

### **4. How we use your personal information**

The personal information that we collect from you, or someone authorised to act on your behalf, may be used by us for any of the following purposes or similar purposes:

- to provide you with library services and facilities;
- to positively confirm your identity. This is to avoid inappropriate release or use of your information;
- to respond to correspondence or to provide you with information or services that you have requested;
- to manage your library membership and use of our library facilities;
- to process membership related payments received, or made, by us;
- to respond to your requests, enquiries or feedback, or for customer care related activities; including communicating to other people you have authorised us to deal with on your behalf;
- to seek your feedback on our library services and facilities that you have used. This will help us better understand how we can improve our library services and

facilities. You can contact us at [info@waidc.govt.nz](mailto:info@waidc.govt.nz) if you do not want to be included in these types of surveys; and

- for general business and administration purposes.

## **5. Storage of personal information**

Your personal information is stored in secure data centres which are based in Australia. The data centres meet ISO international standards for security and reliability. Library information held there will be accessed via an encrypted virtual private network, and will not be exposed to the public internet

## **6. How is access to personal data protected?**

Your data is protected through software which requires a login and password. Access to those login details is only with designated library staff members. Those who are not authorised or do not have access to the login and password will not have access to the software.

## **7. How long we hold your personal information**

We will hold on to your personal information for as long as is administratively necessary, in accordance with relevant legislation.

## **8. Accessing and correcting personal information**

You can access and update your personal information at any time by using any of the following options

- calling 0800 492 452; or
- email [info@waidc.govt.nz](mailto:info@waidc.govt.nz) ; or
- in person at any Waikato District library.