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Library Membership and Use

1. PURPOSE

The purpose of this policy is to articulate the requirements and responsibilities of Library membership, pursuant to the <u>Ontario Public Libraries Act</u> and <u>Municipal Freedom of Information and Protection of Privacy Act</u> (MFIPPA).

Everyone is welcome at the Library. The Library provides free and equitable access to information in an environment welcoming for all that acknowledges intellectual freedom.

2. MEMBERSHIP REGISTRATION

- **2.1.** Membership of the Brampton Library is available to all Ontario residents.
- **2.2.** Applicants must provide acceptable identification to library staff in a branch or demonstrate their eligibility through the online registration process to obtain a library membership.
 - **2.2.1.** Customers who have registered online can obtain access to borrow physical materials, upon presentation of acceptable identification at any Brampton Library branch.
- **2.3.** All applicants must present photo identification and proof of address to verify their personal information prior to borrowing any physical materials.
 - **2.3.1.** Parents or legal guardians may apply on behalf of children that are under 16; parents or legal guardians are responsible for the maintenance and use of memberships for children who are under 16.
 - 2.3.2. Parents or legal guardians of children that are under 16 may exercise the right of access to the child's personal information in our records as outlined in the BRD 23 Freedom of Information and Protection Policy.
 - **2.3.3.** Youth ages 13-15 may apply for a membership by presenting a student card or another valid form of identification. Those that do not have valid identification can have their parents/guardians apply on their behalf.
- **2.4.** Library Card numbers may be provided in either digital format or by use of a physical Library Card.
- **2.5.** Use of the Library Card number demonstrates the acceptance of the benefits and responsibilities of membership, as outlined in Section 5 below.

- **2.6.** The CEO may issue a membership to groups, institutions or bodies whether incorporated or otherwise, and may determine the terms and conditions for that membership.
- **2.7.** Temporary membership may be issued to people who reside outside of Ontario, and are staying in the City of Brampton for less than two (2) months.
 - **2.7.1.** Applicants must provide valid photo ID and proof of temporary residency in Brampton.
- **2.8.** Membership fees may be imposed at the discretion of the Library Board.

3. MEMBERSHIP TERM

- **3.1.** All Library memberships are valid for one (1) year from the date of registration and are subject to renewal on an annual basis as per section 2.
 - **3.1.1.** All outstanding fees must be cleared at time of renewal

4. MEMBERSHIP BENEFITS

As a Library Member, individuals have access to a wide range of Library services as well as facilities, resources, materials, technologies, devices, and programs, and may borrow various materials. While there is no fee for Members for many of these services, the Brampton Public Library Board delegates to Library staff the authority to determine and collect fees for select services.

5. MEMBERSHIP AGREEMENTS AND RESPONSIBILITIES

By using the Library Card number, the Adult member or Parent/Legal Guardian of a child under 16 agrees to:

- **5.1.** Use their Library Card number and PIN to borrow materials, use resources and services.
 - 5.1.1. The possession of a physical library card or access to the Library Card number implies consent for the holder to pay fees or pick up materials on behalf of the card owner, but does not allow access to any library account information such as materials checked out on the card.
- **5.2.** Return or renew all materials in the same condition as borrowed within the due dates given.
 - **5.2.1.** If the item is not returned, or is returned in damaged condition, the member agrees to pay all fees associated with the replacement of the item; as outlined in Section 7.
- **5.3.** Report a lost/stolen card immediately; the cardholder is solely responsible for lost/stolen items borrowed with their card until it is reported lost/stolen to Library staff.
- **5.4.** Inform the Library if contact information (name, address, phone number or email address) changes.
- **5.5.** Monitor the use of a child's Library Card number including, but not limited to, materials borrowed and services used.

- **5.6.** Follow the Library's policies and BRD 15 Customer Code of Conduct Policy.
- **5.7.** , and understand that violation of these policies may result in being excluded from services and temporary or permanent loss of membership.
- **5.8.** Authorize the library to send electronic notifications regarding personal borrowing, transaction activities and service announcements using their preferred method, in compliance with Ontario and Canada's Anti-Spam Legislation.
 - **5.8.1.** The library will seek the individual's consent before sending promotional electronic messages.
 - **5.8.2.** The library will provide options to individuals to easily unsubscribe from promotional messages or change their preferences at any time.
 - 5.8.3. Personal information will not be shared or sold to any outside organization without proper authorization as outlined in the BRD - 23 Freedom of Information and Protection Policy.

6. LOST OR DAMAGED MEMBERSHIP CARDS

- **6.1.** Members must present photo identification to obtain a replacement Library Card number.
 - **6.1.1.** Associated fees may be applied.

7. LATE, LOST OR DAMAGED MATERIALS

- 7.1. The <u>Public Libraries Act (R.S.O. 1990, c. P.44, section 23)</u> permits the Library to impose fees and establish rules regarding the use of Library services, resources and materials. Policies and rules are reviewed regularly to ensure that they are in keeping with the Library's values and with the policies and rules in other public libraries.
- **7.2.** Members are responsible for returning materials borrowed from the Library on or before the date they are due to ensure that their Library membership remains in good standing.
- **7.3.** Full replacement costs, plus a processing fee set by the Library, will be charged for lost or damaged material.
- **7.4.** Replacement in kind or substitution for lost or damaged materials will not be accepted.
 - **7.4.1.** If an item that was reported lost and paid for is subsequently found, the customer accepts that they have purchased the item. No refund will be made.
- 7.5. Borrowing and selected membership privileges may be suspended for members with overdue or lost items. Once the account is cleared by returning the outstanding items or paid in full, membership privileges will be reinstated. Access to in-library services and resources will not be denied.
- **7.6.** The Library reserves the right to refer any unpaid accounts to an external recovery agency and to charge a non-refundable administrative fee.

8. SECURITY AND CONFIDENTIALITY

Records and information held by the Library shall be dealt with in accordance with the provisions of the <u>Ontario Public Libraries Act R.S.O. 1990, Chapter P.44</u> and the <u>Municipal Freedom of Information and Protection of Privacy Act, 1990</u>.

By being on Library premises, individuals agree to be recorded by security cameras.

Please refer to the BRD - 23 Confidentiality and Security Policy for more information.

9. EXTERNAL REFERENCES

Ontario Public Libraries Act R.S.O. 1990, Chapter P.44

Municipal Freedom of Information and Protection of Privacy Act, 1990

10. RELATED POLICIES

BRD - 15 Customer Code of Conduct Policy

BRD - 23 Freedom of Information and Protection Policy

This policy is available in alternative formats upon request.