

East Lothian Council Library Services
Library Members Borrowing Policy
April 2014 (Updated June 2019)

Policy Statement

East Lothian Council Library Services (ELCLS) mission is to connect our diverse community with library resources that enrich, enlighten and entertain. To allow this to happen ELCLS established a borrowing policy in April 2014 to provide fair and equitable services to our library borrowers.

East Lothian Council Libraries

There are twelve static libraries located in:

Dunbar (Bleachingfield Centre, Countess Crescent, Dunbar, East Lothian)

East Linton (60A High Street, East Linton, East Lothian)

Gullane (East Links Road, Gullane, East Lothian)

Haddington (The John Gray Centre, Lodge Street, Haddington, East Lothian)

Longniddry (Church Way, Longniddry, East Lothian)

Musselburgh (10 Bridge Street, Musselburgh, East Lothian)

North Berwick (The Old School, School Road, North Berwick, East Lothian)

Ormiston (5a Meadowbank, Ormiston, East Lothian)

Port Seton (Community Centre, Seton Park, Port Seton, East Lothian)

Prestonpans (West Loan, Prestonpans, East Lothian)

Tranent (The George Johnstone Centre, 35 Winton Place, Tranent, East Lothian)

Wallyford (The Margaret Oliphant Library, Futures Way, Wallyford, East Lothian)

There are also six Secondary school libraries located within the six secondary schools of East Lothian.

All these libraries are serviced by Library & Museum Headquarters which is an administrative building and not open to members of the public.

In order to keep records of our Library Members and their loans we use a Library Management System (LMS) which is supplied by Capita and called Alto. The above libraries (as well as Library and Museum HQ and the Local History Centre) all use the same LMS, however the terms and conditions of use vary between the public libraries and the secondary schools.

Policy

The primary purpose of this policy is to outline the rules and regulations associated with borrowing library materials.

Our service provides:

- Free borrowing for books, CDs, eResources
- Free access to computers and the internet
- Film and TV DVD hire
- Activities for all ages
- Reading and Writing Groups
- Local History
- Hospitals and Homes
- Home Library Service

Eligibility and Applying for Library Membership

The Library Service issues free library cards to anyone who can provide valid identification and proof of address. A Library Member is issued with a single card and usually can only have one active record on the Library Management System at any one time. The card will record all library borrowing and associated information from public library borrowing and in relevant cases secondary school library borrowing.

The library card also provides access to ELCLS facilities and eResources.

Two forms of identification are required - one proof of identity and one proof of residence, that must be no more than six months old and show the applicant's (or Guarantor's) name and current address

Examples for proof of ID include: birth or marriage certificate, passport, driving licence, National Entitlement Card.

Examples for proof of address include: bank statement, utility bill, tenancy agreement, Government Agency letter or Local Authority bill.

A National Entitlement Card may be used as a library card and no other form of ID is required. However, a form should still be completed and signed.

Members of East Lothian Council staff may use their smartcard ID as their library card and no other form of ID is required. However, a form should still be completed and signed.

All students attending East Lothian Council Secondary Schools can be issued with a Young Person's National Entitlement Card (Young Scot). This card may be used as the holder's library card replacing any previous card they may have held if they wish to do so.

Borrower Categories

Adult, Adult Visitor and Senior Citizens

Any person from the age of 16 (who is not still at School), may become a registered Library Member of ELCLS on completion of a library membership form.

Pre-School, Junior, Junior Visitor, Teenager, Young Adult

Anyone from birth to the time they leave secondary school must obtain the name and signature of a parent or guarantor who accepts responsibility on the applicant's behalf. Proof of the parent or guarantor's ID and current address must be obtained,

For Library Members aged from birth to the time they leave secondary school, a parent or guarantor's consent is required to borrow any item that is of a higher age category than their current borrower type as detailed below:

- Anyone in the Pre-School borrower category can borrow up to a junior item type but not a teen, young adult or adult item type.
- Anyone in the Junior borrower category can borrow up to a teen item type but not a young adult or adult item type
- Anyone in the Teenager borrower category can borrow up to a young adult item type but not an adult item type
- Anyone in the Young Adult borrower category can borrow up to an adult item type.

Visitors to East Lothian

Visitors are classed as people who reside in East Lothian for less than a month.

- Library Membership cards are issued to visitors of East Lothian and temporary residents for up to one month. The number of items allowed to be on loan to any single visitor is limited to 2.
- Anyone who stays in East Lothian for longer than this requires to be joined as a full Library member.
- Any visitor who wishes to use ELCLS computer facilities can do so.

ELCLS Facilities Use Only

- East Lothian residents wishing to use the facilities of the library service such as computers must become full library members.

A Library Membership card must be shown if any Library Member wishes to borrow items or use the ELCLS facilities. The only exception to this rule is if the Library Member knows or has the relevant membership number noted.

In the event that the library card is lost or stolen, it is the responsibility of the Library Member (or Guarantor) to notify the library immediately of the theft. This prevents the Library Member incurring charges against a stolen library card after the Library member has notified the library.

There will be a replacement charge for **ALL** lost library membership cards. The only exception will be for National Entitlement Cards for which there is no replacement charge.

Library Borrowing

Library Members can borrow a maximum of fifteen items at any one time. This includes:

- All book formats i.e. hardback, paperback, large print.
- Audio Visual items i.e. Audio Books, Music CDs or DVDs (maximum of four items altogether)
- Downloadable eAudiobooks, eBooks, eComics, eMagazines – through our third party providers
- Inter-Library Loans (Non-Fiction titles only)

If a Library Member is in secondary school education, only two items at any one time may be borrowed from school library stock, in addition to the fifteen they may borrow from the public library.

Please ask Library staff for more information on borrowing rights for Groups, Home Library Service users and Home Schooled Library Members as these differ from above.

Loan period and charges

Loans for all items are usually for three weeks, but can be extended for a further period on request (by phone, [online](#) or in person) as long as the items are not reserved by another Library Member. An item can be renewed a maximum of two times without been checked by library staff but for further renewals it must be seen. An item can only be renewed six times over a period of one year.

Exceptions to the three week loan period are for DVDs which incur a hire charge. The loan period for these items is as follows:

Adult & Children's Entertainment DVDs (up to 12 months from release) – 1 week hire

Adult & Children's Entertainment DVDs- (Older than 12 months from release) – 1 week hire

(Please note that renewing Entertainment DVDs on loan will incur a further hire charge.)

It is at the discretion of the issuing library to restrict access to ELCLS stock for repeat offenders of late returns or lost or damaged items.

All Library Members with a lost or damaged item will be required to pay the full replacement cost.

All overdue items not returned within sixty days of due date will be invoiced at replacement cost with all reservation, hire and overdue charges added where relevant. Once an invoice has been raised, items can no longer be returned.

Requesting Library Stock

All library members can request an item of stock (with certain restrictions). Requests for items are either made through your local library or through our online catalogue. You can collect requests from any of our libraries, with the exception of Library and Museum HQ. This is an administrative building and is closed to members of the public.

There is a charge for all requests placed, regardless of whether ELCLS has the item in stock or if purchase has to be made. When a requested title is in print or available, but not in ELCLS stock, purchase will be considered under guidelines in the Stock Management Policy.

Once an item of stock is waiting collection, the Library Member (or Guarantor) will be notified either by email or by post that it must be collected within ten days from their chosen library.

Inter-Library Loans and Music Performance Sets

The Inter-library loan service is a means of obtaining books and other materials which are not held by ELCLS. The service is open to anyone but, as there is a charge for this service, it is primarily aimed at people requiring essential materials for study purposes. Only non-fiction, vocal scores and orchestral sets can be requested.

The loan period for a normal inter-library loan is stipulated by the library supplying the request, but it is generally about 6 weeks. Renewals may be possible but this is at the discretion of the lending library.

Any charges for lost or damaged items will be at the discretion of the lending authority.

Electronic resources

There are a range of free eResources available to all members of ELCLS with a valid library card. These are available through the Library webpages of East Lothian Council's website (www.eastlothian.gov.uk/libraries) and are managed by third party suppliers. To access, Borrowers require to agree to the Terms and Conditions of these third party suppliers. eResources are not placed onto your library account nor are they subject to fines or reservations charges. It is the responsibility of guarantors to supervise child access to eResources.

Library Members Agreement

- Library Members agree to obey the rules and regulations of the ELCLS and to abide by the Library Member's agreement set out here in the Borrower Policy and reiterated on our Membership Form.
- A Library Member (or Guarantor) accepts full responsibility for all items borrowed from ELCLS and will make payment for all relevant charges for items issued, including charges due in the event of loss or damage or when items are not returned in a timely manner (this is usually a period of 30 days).
- It is the responsibility of the Library Member (or Guarantor) to report any change of name, address, phone number and/or email address. This can be carried out in any East Lothian Council branch library, by email at aslibraries@eastlothian.gov.uk or online at <https://prism.librarymanagementcloud.co.uk/eastlothian/feedback> proof of change of address will be required to be given either at the time if in a Library or on the next visit to the Library. The Library Member will accept that if for any reason notifications are not received as a result of incorrect information, outstanding charges will be applicable.

- If using ELCLS eResources, the Library Member (or Guarantor) agrees to adhere to the terms and conditions set out in the ELCLS Internet Acceptable Use Policy.
- If using ELCLS Public Network computers the Library Member (or Guarantor) agrees to adhere to the terms and conditions set out in the ELCLS Internet Acceptable Use Policy.

ELCLS and General Data Protection Regulations

On becoming a Library Member your personal information is entered into the electronic LMS. After a period of 12 months inactivity on your account, your personal information will be erased from the system.

ELCLS reserve the right to retain personal information through our LMS and relating to those Library Members who have joined ELCLS through a Secondary School as this is for educational purposes such as supporting pupil learning, and providing library, ICT and information services. The information held in these circumstances may be retained for the full length of time a Library Member remains in secondary education within East Lothian.

ELCLS subscribe to a number of eResources for the benefit of Library Members, if you wish further information on how suppliers of eResources use your data and what rights are available to you, please refer to each suppliers privacy statement through the individual supplier websites.

ELCLS reserves the right to use any information that a Library Member voluntary gives to any supplier of an eResource within ELCLS in order to allow us to:

- maintain your account on the relevant eResource site
- administer content you've loaned or are looking to loan
- produce relevant reports on usage or visits to the relevant eResource

Notifications

As a courtesy, ELCLS will provide every Library Member (or Guarantor) with at least three notifications concerning overdue items. It is the Library Member's responsibility to be aware of when items are due for return. Overdue charges will not be waived because the notification has not been delivered to the correct email or postal address or if you haven't received or read it.

If a Library Member (or Guarantor) has asked for notifications to be made via email then the following notifications will be sent:

- Pre-Overdue notification - three days before an item becomes overdue, the library will notify the Library Member by email.
- First Overdue Notification – five days after an item becomes overdue, the library will notify the Library Member by email requesting the item(s) are renewed or returned.
- Second Overdue Notification – fourteen days after an item becomes overdue, the library will notify the Library Member by email requesting the item(s) are returned.
- Final Overdue Notification – thirty days after an item becomes overdue, ELCLS will notify the Library Member by post requesting that the item(s) are returned. This notification also informs the Library Member (or Guarantor) that if they are not returned within thirty days then an invoice will be raised for overdue charges and replacement costs of items. This notification states clearly that once an invoice has been raised, for full replacement costs and all overdue charges and fines incurred, a Library Member will no longer be able to return items associated with the invoice.

If a Library Member (or Guarantor) has chosen to receive postal notifications then the above applies with the exception of the Pre-Overdue notification.

Charges

Overdues

An item borrowed from the Library Service becomes overdue on the first day the issuing library is open following the due date of the item being borrowed.

Fines for overdue materials will accumulate at the daily rate reaching a maximum limit for each item after twenty-six days.

It is the responsibility of all Library Members to return items by the due date. Items have to be discharged by library staff or through self-service machines. Any items not returned in this way shall be deemed to have been returned to the library on the next opening date of that library, therefore overdue fines can be accrued.

In some instances i.e. self issue or telephone renewal, date labels may not be stamped with the correct return date. The Library Member cannot rely on a date label stamp as a reminder. Overdue charges will not be waived because the date label has either not been stamped or stamped incorrectly.

If a Library Member retains any item of stock owned by ELCLS under the following conditions, then the Library Member will not be allowed to borrow any further resources from the Library Service until all overdue items are returned or full charges have been paid.

The Library Management System will automatically block Library Members who meet the following criteria.

- **The Library Member retains any item for more than 30 days after their return due date for any item**
- **The Library Member has accumulated charges of £5.20 or more**
- **The Library Member has outstanding charges of any amount on their Library Member record for more than 30 days**
- **The Library Member retains 20 items or more after the return due date**
- **An invoice has been raised on the Library Members record**

When a Library Member is blocked for the reasons highlighted in bold above, then the relevant account will be made inactive until action is taken to clear the block. This includes access to the public network computers located in ELCLS buildings. If a PC needs to be used for Universal Credit purposes then a member of library staff will log on for the Library Member.

In the event a Library Member's account remains outstanding over thirty days from the date the fines are charged to the account, and/or the outstanding value of the items exceeds ten pounds, ELCLS reserve the right to pass the debt to the Council Finance department who will pursue the collection of the debt through any lawful means.

The Library Member will cover the cost of any items not returned and all associated charges generated as a result.

Once an invoice has been raised, for full replacement costs and all overdue charges and fines incurred, a Library Member will no longer be able to return items associated with the invoice.

Exemptions

Anyone over the age of 16 will be charged overdue and reservation costs with the exception of the following members:

Concessionary

Groups

Home Library Service

People aged 16 - 18 and still in secondary school education

Lost or Damaged Items

No Library Member (or Guarantor) shall be exempt from payment of fees for the replacement of lost or damaged materials. The charge for lost or damaged materials is the contracted Library Suppliers price as listed on the Library Management System. Should there be no price listed the fee will be five pounds.

There will be no refunds given for the return of lost items where the replacement cost for the said item has already been paid.

In order to maintain a consistent quality of stock ELCLS will not accept replacement copies for any lost or damaged items.

Invoicing

Damaged Items

An item of stock is considered to be damaged if it is not received back into the library in the same condition as it was issued in. The age of an item is not considered to be a factor in any damage as stock is examined regularly by library staff. If an item is returned by self service and not seen at the point of return by library staff then a letter will be sent to the Library Member (or Guarantor) detailing the damage and cost of replacement. If the payment is not forthcoming then an invoice will be raised by the Library Service for reimbursement and a block placed on the Library Member record.

Lost Items

Any item of stock which a Library Member (or Guarantor) notifies ELCLS staff about must be paid for. Any items not returned after three notifications have been issued is also considered to be lost

Outstanding Charges and Items

An invoice will be issued to the Library Member (or Guarantor) after sixty days of outstanding charges or items of stock having been retained on the Library Member's record. Guarantors may receive an invoice for more than one Library Member if appropriate.

Once an invoice has been raised, for full replacement costs and all overdue charges and fines incurred, a Library Member will no longer be able to return items associated with the invoice.

If the invoice is not settled within a further thirty days, East Lothian Council may pursue collection through any lawful means, including referral to an external collection agency.