

# Acceptable Use Agreement

**By your continued use of this service you are deemed to have accepted Birmingham Libraries terms and conditions as set out in this Agreement.**

## **This Agreement contains:**

- Services available in libraries
- User Guide
- Internet Use Agreement
- Scanning and copyright
- Saving to disk
- Privacy Statement
- Disclaimer
- Conditions of use – summary

## **Services available in libraries**

- Internet access
- Office applications – word processing; spreadsheets; presentations; drawing
- Scanning
- Saving your work

Computer services in Birmingham Libraries are free although there are charges for printing.

## **User guide**

- Always start a new session and remember to log out at the end. This protects your privacy and ensures you have a full hour.
- Show respect for other customers and library staff.
- Give up your seat at the end of your session if someone else is waiting.
- Do not bully or intimidate other users into giving up their seat.
- Allow your neighbour room to work.
- Keep to the terms of this Acceptable Use Agreement.
- Do not access sites that break the law or give offence to others.
- Some computers are only for using the [Catalogue](#) or specific website. Do not try to use these for other purposes.
- If you need a computer at a specific time just ask the staff to book one for you.
- If you can't access the website you need please fill in the online form or write down the web address (URL) and any error messages that appear. Give these to library staff so that we can investigate.
- If you accidentally access a site you think is unsuitable please write down the web address and give it to the staff so that we can investigate.

## **Internet: Acceptable Use Agreement**

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### **Internet Services**

- Internet access in Birmingham Libraries is free, however, there are charges for printing and for floppy disks and CDs.
- Birmingham City Council uses a filtering system to restrict access to unsuitable material. However, due to the nature of the Internet, we can not guarantee that the filtering software will prevent access to unsuitable material, nor can we guarantee the quality, accuracy or suitability of any websites you may access.
- We do not offer access to network games.

### **Your use of the Internet**

**It is a condition of use that you do not:**

- access pornographic, obscene, violent, or racist material
- use language considered to be obscene, offensive, or racist
- wilfully damage the computer or deliberately introduce viruses
- use library computers to gain or attempt to gain unauthorised access to other computers
- infringe or download copyrighted material or information without permission
- use library computers for any criminal activity
- install software on library computers

If you do not comply we may evict you from the library and/ or withdraw your right to use the Internet in Birmingham Libraries and the police may be contacted.

Please remember that each computer keeps a record of how you have used it. These records may be accessed in the event of any allegation of misuse. Your continued use of library computers shall be deemed consent to such access in the event of any allegations of breaches of this agreement.

**Parents and Carers**

You are ultimately responsible for your child's use of the Internet. Email and moderated chatrooms are accessible on the Internet in libraries. We cannot take responsibility for what your child is doing on the Internet. If you are concerned, you must supervise your child when they use the Internet.

**Please help us to help you**

- If you find an unsuitable site please inform a member of staff immediately.
- If you find a site that is blocked and you think it should not be blocked, please fill in the online form or write down the web address (URL) and any error messages that appear. Give these to library staff so that we can investigate. Please note that it may not be possible to enable access.

The City Council accepts no responsibility or liability for any matter, claim, action, proceeding, demand, damage, loss, cost, charge or expense which any person may suffer or incur, either directly or indirectly, through the use of this service.

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## Scanning and Copyright

**The Scanning Service**

- A4 flatbed scanners are available at some library locations. It is expected that this will soon be available more widely
- Scanning facilities must be booked in advance
- Scanner facilities are provided for personal use only. This includes private study or research and other non-commercial purposes
- Guidelines on how to use the scanners are available from library staff.
- Software is available for image manipulation.
- Scanned documents can be printed out in black and white or colour on the networked laser printer. There is a charge for printing.
- Scanned documents can be saved temporarily to the PC hard disk drive so that you can e-mail them as an attachment.
- Documents saved to the hard drive will be automatically deleted at the end of each session.
- Scanned documents can be saved to floppy disk/ CD/ memory stick. Floppy disks and blank CDs can be purchased in the library.
- The Library service has contracts for the maintenance of PCs, scanners and printers however we cannot guarantee that the equipment will always be available.

**Copyright**

The scanning of copyright material is only legal for the purpose of private study and/ or research and for other non-commercial purposes. In all other cases prior permission from the copyright owners must be obtained by the user. Wherever possible the source of the material should be

acknowledged. The following information is offered as guidelines only – it is the responsibility of the individual to ensure copyright is not breached. Library staff are unable to advise you in respect of copyright issues.

Unless you have been given prior permission by the copyright owners:

- you should only make one copy
- limit your copying to one chapter or 5% of a book
- limit your copying to one article from an issue of a journal or periodical
- you should not place a digital copy or image of copyrighted work onto the internet or any other network

This means you must not:

- make multiple copies
- scan entire books or periodicals
- scan material to add to a web page
- make copies for sale or other form of gain

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### **Sources of further information on copyright:**

All libraries have copies of the CILIP (Chartered Institute of Library and Information Professionals) posters on copyright.

All libraries have a copy of the *Copyright Information Pack* produced by Birmingham Libraries in 2001.

[www.cla.co.uk](http://www.cla.co.uk)

Website of the UK Copyright Licensing Agency. Includes a section on New Copyright Law including the European Directive that came into force October 2003.

[www.ipo.gov.uk](http://www.ipo.gov.uk)

Website of the Intellectual Property Office. Offers information on copyright, designs, patents and trade marks. Strong on copyright law.

[www.copyrightservice.co.uk](http://www.copyrightservice.co.uk)

Website of the UK Copyright Service. Offers a clear definition of copyright and includes 'Common Copyright Questions'

The Copyright, Designs & Patents Act 1988 and subsequent amendments and EU Directives are available for consultation in [Central Library](#).

## **Saving to Disk**

### **Your use of floppy disks, Memory Sticks (USB Flash Drives) and CDs in the library**

It is a condition of use that you do not:

- copy recorded music
- breach copyright legislation
- wilfully damage the computer or deliberately introduce viruses
- deliberately install software or alter existing software

## **CV Service**

People working on CVs at the Central Library Learning Centre and Learning Shop are permitted to use their own disks provided they have been virus checked by library staff prior to each session.

## Homework Support

A floppy disk is available free of charge to children up to the age of sixteen doing homework provided the disk is not removed from the library.

Children may keep a disk at the library for future use subject to the following conditions:

- the disk remains the property of the library
- the library cannot guarantee the security of the disk or of its contents
- the disk will carry a label which will be dated each time the disk is used
- all disks not used for 3 months will be re-formatted and physically destroyed
- If you subsequently wish to take the disk out of the library you may do so on payment of the current purchase price, however, you will not be able to use this disk in the library once it has been taken out of the library

## Privacy Statement

In order for Birmingham City Council to provide its services we need information upon which we can make decisions. In many situations we may hold information of a personal nature which we require in order to allow us to provide services or meet our statutory obligations.

Accordingly, we are legally bound to comply with the Data Protection Act 1998 in relation to any personal or sensitive information held by us.

The Data Protection Act 1998 places certain legal obligations on us, as the holders and processors of personal information, as well as giving the subject of the information ("the Data Subject") certain rights in relation to the same information.

### **Birmingham City Council's obligations**

The Data Protection Act 1998 sets out the 8 principles which Birmingham City Council is legally required to comply with. These are that the personal information is:

1. Processed fairly and lawfully
2. Obtained only for one or more specified and lawful purposes, and not processed for any other purposes which are in anyway incompatible with that purpose or those purposes;
3. Adequate, relevant and not excessive in relation to the purpose/purposes for which they are processed;
4. Accurate, and where necessary, kept up to date;
5. Not retained longer than is necessary for that purpose/purposes;
6. Processed in accordance with the rights of the subject of the information;
7. Protected by appropriate technical and organisational measures against unauthorised or unlawful processing of personal information and against accidental loss, destruction, or damage of personal data; and that
8. Personal data shall not be transferred to a country or territory outside the European Union, unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal information.

### **Your Rights:**

The Data Protection Act 1998 entitles to you, upon making a written request to the Birmingham City Council's Data Protection Officer, at Canterbury House, Newhall Street, Birmingham, to:

- Inspect any personal information we may hold in respect of you or your children and the purpose(s) for which it is held. Upon receiving your request, we may contact you to request further information from you in order to narrow down the amount of information we require to search, and/or to information needed to verify your identity or to request evidence of your authority to make the

request. The information held by Birmingham City Council will be provided to you within 40 days of either receipt of the initial request, or where further information is required, upon receipt of the requested information.

- Request that we stop, or not start processing, personal data on the grounds that it is causing, or is likely to cause substantial damage or distress to you or to another and that damage or distress is, or would be unwarranted. This does not apply where:
  - a) you have consented to the processing;
  - b) the processing is necessary for compliance with a legal obligation, or
  - c) the processing is necessary to protect your vital interests.
- Require us to stop using information about you for the purposes of direct marketing. Direct marketing means the communication (by whatever means) of any advertising or marketing material which is directed to you;
- Require us to ensure that no decision taken by or on behalf of us and which significantly affects you is based solely on the automated processing of your information;
- Rectify, block, erase or destroy inaccurate data.

Should you suffer any damage as a result of any infringement of your rights under Data Protection you may be able to make a request for the Information Commissioner to investigate.

Should you require any further information please contact the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF  
telephone: 01625 545 700  
or visit his web site: [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk)

## **Disclaimer**

Birmingham City Council accepts no responsibility or liability for any matter, claim, action, proceeding, demand, damage, loss, cost, charge or expense which any person may suffer or incur, either directly or indirectly, through the use of this service.

## **Conditions of Use**

I agree to the terms and conditions above.

I will not:

Access, copy, save or create pornographic, obscene, violent or racist material  
Use language considered to be obscene, offensive or racist  
Wilfully damage the computer or deliberately introduce viruses

I will:

Abide by the terms of the User Guide

I understand that:

If I do not comply my right to use computer services in Birmingham Libraries may be withdrawn and the police may be contacted.

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