

Terms & Conditions of Use – Cultural Services Public Technologies or Services Moreton Bay Regional Council

Current From 01 Dec 2021

Moreton Bay Regional Council (Council), through its Cultural Services venues and events, provides access to computers, printers, the internet, tablets, laptops, 3D Printers, kiosks or web kiosks plus various other peripheral devices (Public Technologies or Services) for the benefit of all customers who wish to use these facilities and services as part of their visit, event attendance or their venue membership.

PLEASE NOTE: Use of these Public Technologies or Services is subject to the following terms and conditions.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU ARE UNABLE TO USE COUNCIL'S PUBLIC TECHNOLOGIES OR SERVICES.

Definitions

1. For the purposes of these terms and conditions:
 - 'Council' means the Moreton Bay Regional Council;
 - 'Library Card' means the card or guest pass via which Your Library Credit can be spent;
 - 'Library Credit' means credit stored on Your Library Account;
 - 'Library Account' means the account controlled by Council which You may use to access and pay for Public Technologies or Services available or provided by Council Libraries;
 - 'You' or 'Your' means a user of the Public Technologies or Services or the owner of the device, library card or account or guest pass used to access the Public Technologies or Services;
 - 'Cultural Services venues and events' refer to Council Libraries, Galleries or Museums; sites, locations or stalls providing services or information on behalf of Council at an event, external location or public space or place.
 - 'Public Technologies or Services' refer to technology devices or services provided for use by members of the public, customers of Council or visitors to the region and may include but is not limited to: computers, printers, the internet, Wi-Fi, Bluetooth, tablets, laptops, 3D printers, kiosks, web kiosks, websites, databases, interactive exhibitions or various other peripheral devices as well as the software or services that are install or operated on them. These may form part of a permanent or temporary service offering in a Council venue, event, external location or public space or place which Council reserves the right to modify or remove at Council's discretion.

User Acknowledgements

2. Council may, at its sole discretion, limit or block access to certain websites, content, or information that You may seek to access whilst using the Public Technologies or Services;
3. the Public Technologies or Services may provide unencrypted access to the internet;
4. You will not use the Public Technologies or Services for any of the following purposes:
 - (a) accessing or communicating illegal content;
 - (b) accessing or communicating offensive content (e.g. adult-content websites, content infringing copyright, content promoting hatred or harassment);
 - (c) accessing or communicating content which may reflect poorly on the reputation of Council;
 - (d) accessing or communicating content which is known by You to, or likely to contain a computer virus;
 - (e) communicating junk mail, chain letters or spam;
 - (f) breaking any law or infringing another person's rights;
 - (g) introducing viruses or other computer malware;
 - (h) transmitting, publishing or communicating material which is deemed by Council staff to be defamatory, offensive, abusive, indecent, menacing or unwanted.
 - (i) breaching or evading the systems or processes used to supply You with the Public Technologies or Services to gain advantage outside Your entitlements to the Public Technologies or Services; or
 - (j) falsifying information or knowingly providing false credentials or information to Council staff, contractors or volunteers.
 - (k) Misuse or destructive behaviour towards the Public Technologies or Services.
5. You will comply with all reasonable requests from Council staff regarding the use of Public Technologies or Services. Council staff may direct You to cease accessing Public Technologies or Services or internet services immediately should You access sites which cause offence to others or You cause disruption to the general business of the Cultural Services venues including library, gallery, museum or similar venue or public event location.
6. Council will not provide information technology advice to You relating to Your use of the Public Technologies or Services.

7. if You are a parent or guardian, You are responsible for anyone in Your care's use of Public Technologies or Services, including internet use.
8. if You are under the age of 18 years old then You must obtain the consent of a parent or guardian prior to using the Public Technologies or Services.
9. Council may be required by law to intercept communications or transactions over the Public Technologies or Services and may also monitor Your usage of the Public Technologies or Services and communications or transactions sent over it.
10. Council is not required to make any Public Technologies or Services available and may at its sole discretion and for any reason revoke or limit Your access to the Public Technologies or Services with or without notice.
11. Council may at its sole discretion revoke or limit Your access to the Library Public Technologies or Services if You are in breach of these terms and conditions or if Council reasonably believes there is a risk of loss or damage to Council or a third party if Your access is not limited or revoked.
12. You will not use the Public Technologies or Services in any way which:
 - (a) exposes Council or its suppliers to liability;
 - (b) damages, interferes with or interrupts the Public Technologies or Services or any telecommunications network, equipment or facilities required to supply the Public Technologies or Services; or
 - (c) damages any property or injures or kills any person.
13. Council may limit access to the Public Technologies or Services to a 1GB per day download limit (or such other limit as Council decides at its discretion) and that the speed of the Cultural Services venues and events Wi-Fi or public access computer internet will vary based upon numbers of users, usage and various external factors.
14. Council does not guarantee the speed or quality of Your connection to the Public Technologies or Services.
15. Council will collect, store and may use Your Library Card number, Library Card password, Cultural Services memberships, name, phone number, email address, address, contact and marketing preferences or other details from your interactions with Cultural Services venues and events, or library membership or a temporary guest pass or account to supply the Public Technologies or Services to You.
- 16.
17. Council will use Your details to guide maintenance or updates for the Public Technologies or Services and to supply You with information, marketing or news about Your account, membership or subscriptions to our services.

Library Accounts

18. You will be liable for all fees and charges incurred by the use of Your Library Card by any person until Your Library Card is cancelled or expires. Fees and Charges relating to Libraries Public Technologies or Services are available in Council libraries.
19. Council may block, cancel or retain Your Library Card if Council reasonably believes that:
 - a. Your Library Card is lost, stolen or faulty; or
 - b. You have breached these terms and conditions.
20. If Your Library Card is issued to You on a temporary basis (e.g. for a 24-hour period because You are a visitor to a Council library) You acknowledge that any balance on Your Library Card is returned to Council and will not be refunded to You at the expiry of that period;
21. If Your Library Card is issued to You on an ongoing basis (e.g. because you are a library member) You acknowledge that any balance on Your Library Card may expire and be returned to Council if Your Library Credit remains unused for a period of time being no less than 2 years or such other period as Council may decide from time to time;
22. You are not entitled to a refund of any Library Credit except at the absolute discretion of Council;
23. If an incorrect amount has been applied to Your Library Card, Council reserves the right to recall any overpayment without Your permission;
24. You must keep any usernames, passwords, personal identification numbers, card security codes and answers to security questions confidential.

Liability and Risk

25. Council disclaims and excludes to the full extent permitted by law all warranties and representations relating to the Public Technologies or Services and specifically does not guarantee that access to the Public Technologies or Services will be continuous, fault-free or accessible at any time.
26. Your use of the Public Technologies or Services is solely at Your own risk and that Council does not guarantee the security of the Public Technologies or Services, especially if You use the Public Technologies or Services for online transactions..
27. You will indemnify and hold harmless Council and its personnel, from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind arising in any way from or connected in any way to Your use of the Public Technologies or Services or Your breach of these terms and conditions.
28. Council's maximum liability to You in relation any matter arising from the Public Technologies or Services will be limited to the re-supplying the Public Technologies or Services to You again.

General

29. These terms and conditions are governed by the laws in force in the State of Queensland and You submit to the jurisdiction of the Courts of Queensland and the appellate Courts therefrom.
30. You agree that if any of these terms and conditions is found to be void or unenforceable, it must be read down to the extent necessary to make it valid or enforceable.
31. You agree that no rule of construction will apply against Council because it drafted these terms and conditions and that headings in these terms and conditions are for convenience only and do not affect the interpretation of a condition.
32. You agree that these terms and conditions will apply each time that You access the Public Technologies or Services (regardless of whether or not You click to 'agree' to these terms and conditions each time that You access the Public Technologies or Services) and will survive indefinitely.

WARNING: BY ACCESSING THE PUBLIC TECHNOLOGIES OR SERVICES YOU AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS ARE LEGALLY BINDING AND WILL BE ENFORCED BY COUNCIL.

Privacy statement

Moreton Bay Regional Council is collecting your personal information for the purposes of providing you access to Council's Public Technologies or Services. Council will use your personal information to update Council's customer information records and to contact you about other functions and services of Council. Your personal information is dealt with in accordance with Council's [Information Privacy Plan](#).