

## **Membership terms and conditions**

### **1 Definitions**

1.1 In these terms and conditions, the following words have the following meanings:

The “British Council Library” is the library of the British Council Sri Lanka located at No. 49 Alfred House Gardens, Colombo 03, Sri Lanka; and includes libraries maintained by the British Council Sri Lanka at any other location in Sri Lanka;

The “British Council” means and is a charity registered in the United Kingdom and is governed by Royal Charter.

The “British Council Sri Lanka” means the cultural wing of the British High Commission, Colombo, located at No. 49, Alfred House Gardens, Colombo 03, Sri Lanka;

“Foreseeable Loss and Damage” means loss or damage that is obvious that will happen or if, at the time the contract was made, both the British Council Library and you knew might happen;

“Member” means you and/ or any other person approved by the British Council Library as a member of the British Council Library by issuing a Membership Card. Please note that these terms and conditions apply to all Members;

“Membership Card/s” means the card(s) provided to you by the British Council Library confirming that you are a Member;

“Membership Fee” means the money you pay to the British Council Library to become a Member, and such Membership Fees are set out on the British Council Library website at [www.britishcouncil.lk/english/libraries/memberships](http://www.britishcouncil.lk/english/libraries/memberships) and on the membership application form, as may be revised from time to time;

“Membership Period” means the period from the date on which the British Council Library acknowledges your membership following receipt of your Membership Fee to the date on which your membership expires, as set out on your Membership Card. This will usually be 12 months from the date that the British Council Library acknowledges receipt of your Membership Fee;

“Sri Lanka” means the Democratic Socialist Republic of Sri Lanka;

“You” or “you” means the person named on the membership application.

### **2 Your details**

2.1 During your time as a Member we will collect information about you to personalise your experience of the membership at the British Council Library. We collect information about you in a variety of ways including, but not limited to:

2.1.1 when you join as a Member;

2.1.2 each time you use your Membership Card(s) to participate in the events and activities conducted by the British Council Library;

2.1.3 when you make bookings for British Council Library events;

2.1.4 when you create online user accounts;

2.1.5 when you respond to British Council Library emails; and

2.1.6 when you renew your membership.

2.2 All the information that you provide will be recorded in electronic form and processed by the British Council Sri Lanka in accordance with the Data Protection Act, 1998, a copy of which can be found at <https://www.britishcouncil.org/privacy-cookies/data-protection>. Your information will be used to administer your contact(s) with the British Council Sri Lanka and will be made available to other sections of the British Council Sri Lanka in accordance with British Council's privacy policy, a copy of which can be found here [www.britishcouncil.org/organisation/transparency/policies/information-security-privacy](http://www.britishcouncil.org/organisation/transparency/policies/information-security-privacy).

2.3 You agree that personal details provided to British Council Library may be used for administrative purposes to fulfil your membership rights and provide membership services to you. In some cases we work with external suppliers to provide certain services. All data is transferred securely and all external suppliers have signed data processing and confidentiality agreements with the British Council.

2.4 As part of your membership, British Council Library may also send you information about other divisions of British Council Sri Lanka which the British Council Library feels would be of interest to you. We may contact you by post, telephone and/or email, at the numbers/addresses provided in the membership application form or as may be updated from time to time.

2.5 You are responsible for informing us of changes to your personal details. Please do not share your individual passwords for access to our on-line services with anyone else. In the case of any loss suffered upon sharing your individual passwords you are held solely responsible.

2.6 The British Council Library does not collect or process sensitive personal data such as race, ethnic origin, physical or mental health, political or philosophical views or sexual orientation.

2.7 Save as set out in clause 2.3 for the purposes of fulfilling your membership rights, the British Council Library will never sell, rent or exchange your details with any other organisation outside of the British Council Library.

2.8 You may opt-out of communications from the British Council Library at any time, although they form part of your membership benefits. If you wish to opt-out of communications from the British Council Library by any of the above channels please inform the British Council Library by email at [info.lk@britishcouncil.org](mailto:info.lk@britishcouncil.org) or by calling the British Council Library on +94 (0)11 4521 521. You can also unsubscribe from British Council Library emails via the unsubscribe link at the bottom of all emails sent to you by British Council Library.

### **3 Subscription fees and payments**

3.1 All Members will pay an annual Membership Fee. The British Council Library reserves the right in its absolute discretion to change the Membership Fee each year.

3.2 Your membership commences immediately from the day that your membership is acknowledged by the "British Council Customer Service Desk" (following receipt of the Membership Fee by the British Council Library in cleared funds) and will be valid for a period of one year or three months

thereafter. Your membership will expire automatically at the end of the Membership Period unless it is renewed in accordance with clause 3.4 below.

3.3 Upon expiry of your membership you will no longer be a Member and you will no longer be entitled to receive any membership benefits unless renewed in accordance with clause 3.4 below.

3.4 When each Membership Period comes to an end, the British Council Library will send you a renewal reminder, and your membership will be cancelled unless and until a further Membership Fee payment is received from you for the purposes of renewing the membership. The Membership Fee may be paid by cash or credit/debit card. If the Membership Fee for renewal is paid as aforesaid within 30 days of the end of the Membership Period, the member would be eligible for a discount at such rate as will be specified at the sole discretion of the British Council Library.

3.5 The British Council Library reserves the right in its sole discretion to refuse or terminate your membership if in its reasonable opinion you behave in a way which is considered to be harassing, causing distress or inconvenience to other Members, any visitor to the British Council Library, any member of the British Council Library staff or any directors, trustees, patrons, donors or other supporters of the British Council Library or you breach any of these terms and conditions.

3.6 Your Membership Fee is non-refundable once payment has been received by the "British Council Customer Service Desk".

3.7 The British Council Library may charge and you may be required to pay fines for loss of, damage to and/or late return of books and/or material borrowed from the British Council Library as a Member. Waiving off fines will not be considered unless there is a valid medical certificate from a medical practitioner registered with the Sri Lanka Medical Council.

3.8 Membership rights are NOT transferrable to another individual but memberships can be transferred once to any other library centres within Sri Lanka at an additional cost only after a month from the day of purchase

3.9 Membership rights shall cease on a Member's death or an individual ceasing to be a Member.

#### **4 Your Membership Benefits**

4.1 As a Member of the British Council Library you are entitled to:

4.1.1 A Membership Card;

4.1.2 Access to our online resources depending on your membership category;

4.1.3 Borrow books, study packs, exam materials, magazines, DVDs etc. subject to and as provided in the details pertaining to your type of membership; and

4.1.4 Benefits offered (only to Colombo 03 members) by our partner organisations under member benefits scheme(s) stated in the British Council Library website at <https://www.britishcouncil.lk/membership-benefits>.

4.2 You are NOT permitted to bring any guests to the British Council Library. If you wish to introduce them to the British Council Library, you can always book in for a British Council Library tour or you can talk to a "Customer Service Officer" of the British Council Library for more information.

4.3 The different types of memberships are set out on the British Council Library website at [www.britishcouncil.lk/english/libraries/memberships](http://www.britishcouncil.lk/english/libraries/memberships)

4.4 Membership at the British Council Library does not provide access to “Reading Rooms”.

4.5 You must present your Membership Card on every visit to obtain the membership benefits.

4.6 You must take all reasonable steps to prevent loss, theft or misuse of your Membership Cards. Any loss, theft or misuse of Membership Card must be reported to British Council Library immediately. The British Council Library reserves the right to charge a reasonable fee, at its sole discretion, for replacement of Membership Cards.

4.7 You must not allow anyone else to use your Membership Card. Allowing someone else to use your Membership Card outside these terms and conditions may result in your membership being cancelled without prior notice. No refund for Membership Fees will be given under these circumstances.

## **5 Publications and other materials**

5.1 Unless stated otherwise, copyright and all other rights in all publications and materials supplied to you by the British Council Library is owned by the British Council Library. Members shall not reproduce, transmit, distribute, sell or commercially exploit these materials without the prior written consent of the British Council Sri Lanka or to the extent expressly permitted by law.

5.2 You are prohibited from capturing or taking photographs of any book(s) or the contents of any book(s) under any circumstances.

5.3 You are not allowed to bring in your personal printed books and your personal written note books to the British Council Library. If you are a registered student at a British Council Sri Lanka “Teaching Centre” you are allowed to bring in your course book and if you are a registered IELTS exam candidate you are allowed to bring in your IELTS book provided to you at the “British Council Customer Service Desk”.

## **6 Liability**

6.1 The British Council Library is responsible to you for Foreseeable Loss and Damage arising from a breach of the British Council Library’s contract with you or our negligence but not otherwise.

6.2 The liability of the British Council Library to you is limited to the amount of your annual Membership Fee.

## **7 Freedom of Information Act, Environmental Information Regulations of the United Kingdom, Child Protection Policy of the British Council and Equality, Diversity and Inclusion Policy of the British Council**

The British Council is the United Kingdom’s international organisation for cultural relations and educational opportunities.

The British Council is committed to openness and transparency, and recognises United Kingdom statutory obligations under the United Kingdom's Freedom of Information Act and the Environmental Information Regulations (copies of which can be found at <https://www.britishcouncil.lk/privacy-terms>) as may be amended from time to time. The aforesaid applies to all locations where the British Council operates and accordingly, the British Council Sri Lanka recognises the aforesaid statutory obligations under the United Kingdom's Freedom of Information Act and the Environmental Information Regulations (copies of which can be found at <https://www.britishcouncil.lk/privacy-terms>) as may be amended from time to time. The British Council Sri Lanka also undertakes to comply with the child protection policy and, the equality, diversity and inclusion policy of the British Council (copies of which can be found at <https://www.britishcouncil.lk/privacy-terms>) as may be amended from time to time.

## **8 General**

8.1 The failure of or delay by the British Council Library to exercise or enforce any right in these terms and conditions does not constitute a waiver of such rights.

8.2 British Council Library reserves the right to:

8.2.1 make minor changes to these terms and conditions to reflect changes in relevant laws and to make minor technical adjustments and improvements, upon reasonable written notice to you. These changes will not affect your membership benefits provided in clause 4 above; or

8.2.2 make more significant changes to these terms and conditions, in its sole and absolute discretion at any time, including by making changes to the membership benefits. In these circumstances, the British Council Library shall notify you of the proposed change and you may then contact us to cancel your membership and receive a refund of your Membership Fee before the changes take effect.

8.3 You have to hold a National Identity Card or a valid Passport to obtain membership at the British Council Library or else a parent/guardian must obtain membership on behalf of you.

8.4 The British Council Library reserves the right to remove/amend membership benefits at its sole discretion or in order to comply with a change in the law. The British Council Library shall notify the Members of such removal of/ amendment to the membership benefits by updating the British Council Library website at <https://www.britishcouncil.lk/english/libraries/memberships>.

8.5 You can contact the British Council Library by telephoning the British Council Library on +94 (0)11 4521 521 or by email at [info.lk@britishcouncil.org](mailto:info.lk@britishcouncil.org).

8.6 If the British Council Library has to contact you, the British Council Library will do so by telephone or in writing at the telephone number, e-mail address or postal address, as the case may be, provided by you in your membership online application form or such other telephone number, e-mail address or postal address provided by you at the time of any subsequent renewal of the membership.

8.7 These terms and conditions shall be governed by and construed and enforced in accordance with the laws of Sri Lanka and, in the event of any dispute arising out of these terms and conditions and/ or your membership, you agree to submit to the exclusive jurisdiction of the courts of Sri Lanka.