

General Terms and Conditions

Art. 1 General

- (1) The "Bücherhallen Hamburg" ("Hamburg Public Libraries") are a Public Library Foundation under civil law, having legal capacity. The **purpose of the Foundation** is "to operate a high-quality public library system in the Free and Hanseatic City of Hamburg, for storage and communication of all usual library media, and to act as a partner for individuals and educational institutions, to serve their reading, learning, orientation and educational interests, and at the same time to function as a place of culture and as one of the institutions of socio-cultural work at the district level."
- (2) Customers can borrow media (books, music scores, videos, DVDs, CDs, MP3s, periodicals, audio cassettes, games, CD-ROMs, video games, UMDs, eMedia, etc.) and use the facilities of the Bücherhallen in accordance with the provisions of these General Terms and Conditions.
- (3) The Bücherhallen Hamburg reserve the right to set specific provisions for the use of individual libraries.

Art. 2 Registration

- (1) Customers who wish to borrow media for the first time are required to register in person, presenting their valid German **identity card** or their passport, together with an official confirmation of their registration with the responsible authorities. Children and young people who have no identity card are required to present the identity card of a person having parental authority over them.
- (2) **Children and young people** who have not yet completed their 14th year of life also need the written consent of a person having parental authority over them (liability obligation). On registration the Customer or legal representative recognises the Library Rules. The consent of the person having parental authority is likewise required for a child to change from Standard to Premium category.
- (3) On registration, the Customer receives a **Customer Card**, which is non-transferable. In the event of loss of the Customer Card, this must be reported to the Bücherhallen Hamburg without delay. The Bücherhallen Hamburg will then invalidate the Customer Card.
- (4) The registered Customer is responsible for any damage incurred by misuse of the Customer Card up to the time that such loss was reported. Issue of a **replacement Customer Card** requires renewed presentation of a valid identity card or passport.
- (5) In the event of change of **place of residence**, notification must be given without delay to the Bücherhallen Hamburg.

Art. 3 Lending

- (1) Customers may borrow books and other media for their personal use, on presentation of their valid **Customer Card** – they are required to provide proof of identity on request. The borrowing period is normally three weeks, and for videos and DVDs it is one week.
- (2) **Borrowing for third parties** is as a rule **not permissible**. That applies in particular to adults who wish to wish to borrow on Customer Cards of their own children or their spouse. Proxies may be granted in individual cases, on submission of good reasons.
- (3) The **number** of media borrowed simultaneously is limited, and is graded as follows: Adult Standard and Premium Card – 50 media units; Children Standard Card – 20 media units; Children Premium Card – 50 media units. The media must be returned by the Customer by the time of expiry of the borrowing period. The borrowing period may be reduced in certain cases (giving reasons), or for individual media groups. Reference stocks are not available for borrowing.

- (4) The **borrowing period** of the media may be extended before expiry of the borrowing period, provided that the media in question have not been reserved. A total of two such renewals is possible. Renewal periods count from the date of renewal, not from the date the media are due for return.
- (5) **Renewals** can be made at the Bücherhallen, in writing, via e-mail, and at most of the libraries also by telephone. Self-service renewal by Internet is possible via the Customer account at the website www.buecherhallen.de. In the event of technical problems in the Internet, this does not lead to cancellation of any fines arising.
- (6) Media which are currently on loan, or which are not in the stocks of a library but are available in the system of the Bücherhallen Hamburg, may be obtained via **reservation** in inter-library lending. Exceptions may be made for individual institutions and/or media types. A charge is made for reservations and for inter-library lending, to be paid in advance on site when the reservation is made.

Art. 4 Service fees

- (1) **Fees** are payable for use, in accordance with the table of fees applicable at the time of use (see reverse page).
- (2) The Bücherhallen Hamburg offer Customer Cards in the **Standard** and **Premium category**. It is possible to change at any time from Standard to Premium category on payment of the difference. No reimbursement is possible on change from Premium to Standard category.
- (3) The service fees may be collected by a **direct debit** procedure. That may help to avoid periods when the ticket is suspended. The annual fee is then debited once per year. The Bücherhallen Hamburg grant a discount of up to 5 euros on the service fee on change to the direct debit procedure. For termination of participation in the direct debit procedure, six weeks notice must be given before expiry of the period of the service fee.

Art. 5 Fines, withdrawal

- (1) **Fines** are payable for media which are not returned by the time of expiry of the borrowing period, or which are renewed too late. Fines are also payable on loss of media. Reminder fees are additionally payable for fines where written reminders have to be issued. However, the Bücherhallen Hamburg are not obliged to issue reminders for return.
- (2) The fees are set in accordance with the **scale of fees** applicable at the time. Fees and any other amounts payable may be collected via the appropriate legal channels. The resulting costs are to be borne by the Customer. Fees are payable even where the Customer has not received a written reminder.
- (3) **Parents** may at any time **reduce the number of media** which can be borrowed on Customer Cards of their children, or **exclude** certain types of media from borrowing, in order to limit possible fines.

Art. 6 Protection of children and young people, treatment of media, liability

- (1) In the interest of effective **protection of young people**, unrestricted lending of media to children and young people is not possible. But despite the youth protection measures taken by the Bücherhallen Hamburg ('Technical Check on Age Limit' for videos, DVDs and electronic games / 'FSK' voluntary self-monitoring of the film industry), it is up to the person(s) having parental authority to check on the suitability of the media, in particular books, for their children.
- (2) The **Customer** is required to treat the media carefully and to protect them from dirt, damage and loss.
- (3) **Transfer** of media to third parties is not permissible; the registered

Customer is responsible for any damage incurred. In the event of loss of media, notification must be made without delay to the Bücherhallen Hamburg. The Customer is liable to compensate for damage or loss (including cases of damage to individual parts of multi-part media).

- (4) The **compensation** payable is based on the purchase price as shown in the Library's catalogue, plus an administrative fee. Compensation by providing a replacement copy is not acceptable.
- (7) The Bücherhallen Hamburg accept no liability for **damage** caused by defective videos, DVDs, cassettes, CDs, CD-ROMs, Playstations or other data media, unless intent or gross negligence is proven.

Art. 7 Special provisions for self-service booking

- (1) Many of the institutions of the Bücherhallen Hamburg now have **self-service Customer** booking of media based on RFID technology, and in some libraries there is also a Customer self-service **return** system.
- (2) In these cases, Customers are required to check that the media are **complete** (see media label). Any missing parts are to be reported at once. If no report is made, the media are to be considered as complete when lent out.
- (8) The Customer must always **terminate** the booking operation at the Customer self-service point with "**Beenden**" (log-out) before leaving the station. The Customer is liable for any bookings made by other people on an account which has not been logged out.

Art. 8 Rules of Conduct, exclusion

- (1) The Customer accepts the Rules of Conduct of the Bücherhallen Hamburg.
- (9) Any persons infringing the provisions of the conditions of use or the Rules of Conduct may be excluded from use of the libraries.

Art. 9 Data protection

- (1) Storage of Customer data is necessary in order to offer the services of the Bücherhallen Hamburg.
- (2) These **master data** comprise name, address, date of birth, sex, fee category, and if applicable person having parental authority. They are stored as long as the Customer is registered.
- (10) The titles of the **media** borrowed are deleted in the Customer account on their return before the expiry date. For clarification of any queries, it is possible for a period of 28 days to determine the Customer Number via the title, on the library computer. In order to clear up any questions related to loss of or damage to media, these data are stored in the electronic archives for a period of one year.

Art. 10 Data protection and Customer self-service booking

- (1) Where the Bücherhallen Hamburg provide Customer self-service booking of **media** via **RFID technology**, the RFID chip contains only the media number and other details of the media (e.g. if the media is in several parts), but not the title, author or performer.
- (2) **Personal data are not stored**. The Customer Card does not contain an RFID chip.
- (3) Further information on RFID is given on the website www.buecherhallen.de.
- (4) The data security adviser of the Bücherhallen Hamburg, Dr. Uwe Schläger, can give information on all questions related to data protection at any time. e-mail: office@datenschutz-nord.de

This contract is governed by German law. In case of doubt the German version of this text shall be authentic.



GENERAL TERMS AND CONDITIONS

VALID FROM 1 OCTOBER 2007

Service fees		Cash payment		by direct debit
		annual	6 monthly	annual*
Junior 0-17 years				
Standard card	for borrowing all children`s media from the children`s department (including children`s DVDs/videos and CDs, CD-ROMs according to the Youth Protection Law)	€5.00	-	€3.00
Premium card	for borrowing all media according to the Youth Protection Law (children`s and adults` stocks)	€8.00	-	€6.00
Adults 18-26 years				
Standard card	for borrowing all media apart from DVDs/videos	€15.00	€9.00	€10.00
Premium card	for borrowing all media including DVDs/videos	€20.00	€13.00	€15.00
Adults from 27 years				
Standard card	for borrowing all media apart from DVDs/videos	€40.00	€27.00	€35.00
Premium card	for borrowing all media including DVDs/videos	€45.00	€30.00	€40.00
Adults from 27 years, reduced	verification required: school pupils, apprentices, students, military/community service conscripts, those in need and similar persons according to German Social Code (unemployment benefit II) and German Social Code XII			
Standard card	for borrowing all media apart from DVDs/videos	€15.00	€9.00	direct debit currently not possible
Premium card	for borrowing all media including DVDs/videos	€20.00	€13.00	
Registration fee (from 18 years)	one-off fee for all cards			€1.00
Taster card	1x3 media (only valid for 1 day)			€3.00
Replacement card	for all customer groups			€3.00

* direct debit procedure with six weeks notice before the annual fee expires

Fines	Adults	Children + youngsters up to 17 y
Fine per opening day and media unit (book, magazine, cassette, game, CD, CD-ROM, videogame)	€0.50	€0.20
Fine for video, DVD	€1.50	€1.00
Maximum fine per media unit (book, magazine, cassette, game, CD, CD-ROM, videogame)	€10.00	€3.00
Maximum fine per video, DVD	€10.00	€10.00
Exceptions: for individual magazine issues whose repurchase value is less than 3,00 €, maximum fee per magazine	€3.00	€3.00
1st reminder	€2.00	€2.00
2nd reminder	€6.00	€6.00
3rd reminder (demand)	€12.00	€12.00

General fees			
Service fee in addition to the media replacement	€5.00	Borrowing transactions / advance orders per media unit	€1.50
Printouts per page	€0.20	Cost refund for ascertaining address	€15.00

Lending periods			
per book, magazine, cassette, game, CD, CD-ROM, videogame	3 weeks	per video, DVD and emedia	1 week
Bestseller service (in selected libraries)	14 days (not extendable) additionally €2.50		

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