If you use the direct debit procedure to pay the service fee, Bücherhallen Hamburg will process the name, BIC and IBAN as well as your signature if applicable. The data will be stored in Bücherhallen Hamburg's electronic archive for two years after termination of the service usage relationship. The above-mentioned personal data will only be used to process the payment, ie on the basis of Art. 6(1) letter b) GDPR. The data will be stored in Bücherhallen Hamburg's electronic archive for one year after the service has been provided. The data will be erased from your account when you return the video material. If the video material is returned later, the storage period will be extended up to the date of return. The data will be erased from your account when the service period expires. The data will be erased immediately if there is evidence that the information was incorrect or was obtained in violation of the data protection regulations. Bücherhallen Hamburg may use the data for the purpose of performing any necessary legal or administrative procedures.

Bücherhallen Hamburg is the Hamburg Office of Data Protection [Der Datenverantwortungsberechtigte]. If you believe that the processing of your personal data is unlawful, you have the right to lodge a complaint with the Der Datenverantwortungsberechtigte or a supervisory authority in the Member State you habitually reside in or where your personal data are processed. A list of these authorities and a description of their tasks can be obtained by contacting the Hamburg Office of Data Protection or the German Commissioner for Data Protection.

For more information about your rights, please visit our websites at https://www.datenschutz-buecherhallen-portal.de and https://www.buecherhallen.de/datenschutz.html.
§ 3 TERMS OF BORROWING

1) The use of the library services is chargeable. The service fees are based on the list of media categories and are charged according to the Scale of Fees and Charges in force (see reverse page). You can pay the service fee by direct debit procedure. To terminate your participation in the direct debit procedure, you must notify Bücherhallen Hamburg of any change of address without delay.

2) As the registered cardholder you are responsible for any damage caused by misuse of the customer card as well as for the replacement of any damaged, destroyed or lost customer card. If Bücherhallen Hamburg has measures in place to prove that you did not misuse the customer card, the burden of proof lies with you. In the event of any damage, Bücherhallen Hamburg will block your account on the date stated at the time of loan. No reference articles may be available at some district libraries and/or for special general terms and conditions for the use of individual libraries that shall have priority over these GTC.

3) You can only borrow a limited number of media at any one time. The borrowing limits are stated in the Scale of Fees and Charges in force. You will be notified if you have reached the maximum number of items related to you. The same applies for the number of renewals of sheet music. The renewal period is limited to one renewal. The renewal periods are listed in the Scale of Fees and Charges in force. If you do not pay the service fee within the prescribed period, Bücherhallen Hamburg will charge you the service fee for the next month. If you have not received any written reminders, you will be charged a service fee for each overdue reminder. Overdue charges must be paid even if you have not received written reminders. Overdue charges will be charged in accordance with the fees listed in the Scale of Fees and Charges in force.

4) If you have not received any written reminders, you will be charged a service fee for each overdue reminder. Overdue charges must be paid even if you have not received written reminders. Overdue charges will be charged in accordance with the fees listed in the Scale of Fees and Charges in force.

5) Your card will be blocked if Bücherhallen Hamburg suspects that you have not received any written reminders. Bücherhallen Hamburg will block your account on the date stated at the time of loan. No reference articles may be available at some district libraries and/or for special general terms and conditions for the use of individual libraries that shall have priority over these GTC.

6) If the item you need is currently on loan or not available in the Borrowing Fund, you can order the item by calling or via the Bücherhallen Hamburg catalogue plus an administrative fee as set forth in the Scale of Fees and Charges.

§ 7 YOUR LIABILITY FOR DEFACED, ALTERED, INCOMPLETE, DAMAGED, DESTROYED OR LOST MEDIA

1) To ensure an effective level of protection of minors, the following points apply:

   a) It lies with you to ensure that the items you borrow and return are not defaced, altered (markings in the text, etc.), damaged, destroyed or lost.

   b) You must handle the media with care and ensure that they are not defaced, altered (markings in the text, etc.), damaged, destroyed or lost. You are responsible for any damage caused.

   c) You must immediately report any damage, destruction or loss. You must report the loss of media to Bücherhallen Hamburg immediately. If you do not report it, the burden of proof lies with you. In any case where justified, Bücherhallen Hamburg will charge you for the value of media lost, we will block your account on the date stated at the time of loan. No reference articles may be available at some district libraries and/or for special general terms and conditions for the use of individual libraries that shall have priority over these GTC.

2) Overdue charges will be charged in accordance with the fees listed in the Scale of Fees and Charges in force.

3) Even if only parts of multi-part media as well as inserts and similar are missing, this will be deemed to be a complete media item and Bücherhallen Hamburg reserves the right to charge you the full rental charge.

4) The loss, destruction or damage of media is determined based on the purchase price as shown in the Bücherhallen Hamburg catalogue plus an administrative fee as set forth in the Scale of Fees and Charges in force. Providing a receipt from your librarian is not sufficient. Bücherhallen Hamburg reserves the right to charge you the full rental charge.

5) If you own a customer card in your own right, Bücherhallen Hamburg will send you a pre-overdue reminder for the renewal period. The pre-overdue reminder by email is not final, you must retain the media in your possession. If Bücherhallen Hamburg does not receive your release from you to send back the media in time, Bücherhallen Hamburg will send you a reminder by email. You must receive the email if you provide your email address on your account Notice that Bücherhallen Hamburg reserves the right to charge you the full rental charge.

6) If you use the self-service machines, you must always press “Bücher” (log on) before you leave the station. If you do not do so, Bücherhallen Hamburg reserves the right to claim any fees and charges. Some of our libraries will return your media via return slots outside of our opening hours.

7) In order for Bücherhallen Hamburg to be able to offer its services, it is necessary for us to collect the name, address and other contact data required to communicate electronically with you, the date of birth, gender and service fee category. If you are under 18, we also collect your legal representative in addition to your account information in particular to be able to include Bücherhallen Hamburg in your school’s code of conduct or for other reasons.

8) In order for Bücherhallen Hamburg to be able to offer its services, it is necessary for us to collect the name, address and other contact data required to communicate electronically with you, the date of birth, gender and service fee category. If you are under 18, we also collect your legal representative in addition to your account information in particular to be able to include Bücherhallen Hamburg in your school’s code of conduct or for other reasons.

9) Existing obligations remain in effect upon termination of the service usage relationship.

In the event of any inconsistency or conflict between these GTC and the digital version, the German version shall be definitive.