

your account. The data are deleted from your customer account when you return the media by their due date. If you have any queries, we can determine the customer number on the main library computer based on the title for a period of 28 days. We retain these data in the electronic archives for a period of one year to be able to clarify any questions concerning the loss of or damage to media.

PROCESSING OF PERSONAL DATA OF CHILDREN UNDER 16 YEARS

To the extent we process personal data of children below the age of 16 years, we do so exclusively on the basis of the consent given to us by the holder of parental responsibility over them (letter of consent [Erlaubnisschein]) as provided for in Art. 8(1) GDPR. To prove the child's identity, the holder of parental responsibility over the child must produce an identification document. In other respects, we process a child's personal data solely based on the consent given to us.

SELF-SERVICE USING RFID TECHNOLOGY

Bücherhallen Hamburg provide their customers self-service machines which use RFID technology. The RFID tag required to use the self-service facilities only stores the media number and other information about the media (for example multi-part and security status). The tag does not store titles, authors or artist names. No personal information is stored on the tag. The customer card does not have an RFID tag.

PROCESSING OF DATA IN CONNECTION WITH THE DIRECT DEBIT PROCEDURE

Bücherhallen Hamburg process the data collected for the direct debit procedure only to manage payments, i.e. based on the direct debit authorisation granted together with the direct debit mandate.

USE OF THE WEB PORTAL AND E-MEDIA

More detailed information about how we process data when you use the internet services and e-media of Bücherhallen Hamburg is available at www.buecherhallen.de/datenschutz and www.buecherhallen.de/datenschutz_ebuecherhalle.

USE OF OPEN LIBRARIES

Your personal customer card permits you to use our open libraries outside of our normal opening hours. Bücherhallen Hamburg have video surveillance in place in the open libraries to prevent crime and/or to detect and investigate

criminal offences or claims against Bücherhallen.

ERASURE OF PERSONAL INFORMATION

We typically delete customer master data two years after termination of your membership at the latest unless legal provisions require us to retain the data for a longer period of time or we need the data to claim unpaid fees / charges or assert other claims.

YOUR RIGHTS AS A USER

You have the right to request from us, the controller, access to your personal data, the right to rectification of inaccurate personal data or to erasure of your personal data if your request is based on one of the grounds set forth in Art. 17 GDPR, e.g. if your data are no longer needed for the purposes they were collected for. You also have the right to restriction of processing if one of the provisions of Art. 18 GDPR apply, and pursuant to Art. 20 GDPR you have the right to data portability. If we collect data based on the provisions of Art. 6(1) letter e (data processing to perform a task carried out in and/or to protect the public interest) or letter f (data processing to pursue legitimate interests), you have the right to object at any time to the processing of your personal data on grounds relating to your particular situation. Bücherhallen Hamburg will then stop processing your personal data unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms or the processing of the data is necessary to assert, exercise or defend against legal claims.

RIGHT TO LODGE A COMPLAINT WITH A SUPERVISORY AUTHORITY

You have the right to lodge an objection with a supervisory authority if you believe that the processing of your personal data is in breach of the data protection laws. You can exercise your right to lodge an objection in particular with a supervisory authority in the Member State you habitually stay in or at the place of the alleged infringement. The supervisory authority in charge in the federal state of Hamburg is the Hamburg Office of Data Protection [Der Landesbeauftragte für den Datenschutz Hamburg].

YOU CAN CONTACT OUR DATA PROTECTION OFFICER AT:

Dr. Uwe Schläger, datenschutz nord GmbH
Konsul-Smidt-Str. 88, 28217 Bremen
E-Mail: office@datenschutz-nord.de

Fees and Charges			
1) Service fees		cash	direct debit
		annual	annual*
Children 0-8 years	may borrow all children's media pursuant to the German Youth Protection Act [JuSchG] from the children and sheet music section; borrowing limit: 15 media + e-media (max. 3 DVDs or 3 Blu-rays / 3 console games)	€ 5.00	€ 3.00
If entitled to the benefits of the education and participation package [Bildungs- und Teilhabepaket]	Proof required: German Social Code [SGB] book II, book XII, housing benefit [Wohngeld], supplementary child benefit [Kinderzuschlag], section 2/section 3 German Asylum Seekers' Benefits Act [AsylbLG]	free of charge	
Children & young people aged 9-17 years	may borrow all media pursuant to the German Youth Protection Act [JuSchG] from the children and adult section; borrowing limit: 30 media + e-media (max. 5 DVDs or 5 Blu-rays / 5 console games)	€ 8.00	€ 6.00
If entitled to the benefits of the education and participation package [Bildungs- und Teilhabepaket]	Proof required: German Social Code [SGB] book II, book XII, housing benefit [Wohngeld], supplementary child benefit [Kinderzuschlag], section 2/section 3 German Asylum-Seekers' Benefits Act [AsylbLG]	free of charge	
Adults 18-26 years	may borrow all media; borrowing limit: 70 media + e-media (max. 10 DVDs or 10 Blu-rays / 10 console games)	€ 20.00	€ 15.00
Adults 27 years and over	may borrow all media; borrowing limit: 70 media + e-media (max. 10 DVDs or 10 Blu-rays / 10 console games)	€ 45.00	€ 40.00
Adults aged 27 years and over, discounted rate	Proof required: pupils, apprentices/trainees, students, BFD, FSJ etc., jobless, people in need of financial aid and people with similar needs as defined in the German Social Code [SGB] book II (jobless benefits [ALG II]) and book XII, certificate of permission to reside [Aufenthaltsgestattung], residence permit unlimited in time [Aufenthaltstitel], temporary suspension of deportation [Duldung], proof of arrival [Ankunftsnachweis/BüMA], residence certificate if applicable [Meldebestätigung] may borrow all media; borrowing limit: 70 media + e-media (max. 10 DVDs or 10 Blu-rays / 10 console games)	€ 20.00	
Starter	Available once only and only to new customers; includes the entitlement to a discounted customer card Proof required: pupils, apprentices/trainees, students, BFD, FSJ etc., jobless, people in need of financial aid and people with similar needs as defined in the German Social Code [SGB] book II (jobless benefits [ALG II]) and book XII, certificate of permission to reside [Aufenthaltsgestattung], residence permit unlimited in time [Aufenthaltstitel], temporary suspension of deportation [Duldung], proof of arrival [Ankunftsnachweis/BüMA], residence certificate if applicable [Meldebestätigung] may borrow all media; borrowing limit: 5 media + e-media	€ 5.00 for six months	
Day ticket (valid for one day only)	may borrow all media; borrowing limit: 1x3 media + e-media	€ 3.00	
Registration fee (from 18 years and over)	one-time fee applicable to all types of card	€ 1.00	
Replacement card	applicable to all customer categories	€ 3.00	
*Direct debit procedure: six weeks' notice prior to the date the annual fee is due			
2) Overdue charges per each day the library is open and per media unit		Adults, 18 years and over	Children & young people under 17
Per media unit, except for DVDs or Blu-ray discs		€ 0.50	€ 0.20
Overdue charge per DVD, Blu-ray disc		€ 1.50	€ 1.00
Maximum charge per media unit, except for DVDs or Blu-ray discs		€ 10.00	€ 3.00
Maximum charge per DVD, Blu-ray disc		€ 10.00	
Exceptions: for some magazines whose purchase price as listed in the Bücherhallen catalogue does not exceed € 3.00, the maximum charge per magazine is		€ 3.00	
1st reminder		€ 2.00	
2nd reminder		€ 6.00	
3rd reminder (claim)		€ 12.00	
3) General fees and charges			
Media replacement: purchase price (PP) as listed in the Bücherhallen catalogue plus administrative fee		PP plus € 5.00	
Inter-loan service / reservations per media unit		€ 2.00	
Reimbursement of costs incurred to determine the address		€ 15.00	
4) Borrowing periods			
eMedia		as per the licence terms	
Per media unit book, magazine, CD, CD-ROM, board game and console game		4 weeks	
per Blu-ray disc, DVD		1 week	
Bestseller service (adults)		2 weeks (cannot be extended): € 2.50 per item	

GENERAL

TERMS AND CONDITIONS EFFECTIVE AS OF 25 MAY 2018

BÜCHERHALLEN HAMBURG
HÜHNERPOSTEN 1
20097 HAMBURG
TEL 040 / 42 60 60
FAX 040 / 42606 – 155
service@buecherhallen.de
www.buecherhallen.de

BANK ACCOUNT
IBAN: DE97200505501283122628
BIC: HASPDEHXXX

DIGITAL SERVICES
Check them now!
www.buecherhallen.de/ebuecherhalle

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GENERAL TERMS AND CONDITIONS (GTC)

§ 1 GENERAL INFORMATION

- 1) Stiftung Hamburg Öffentliche Bücherhallen [Hamburg Public Libraries] is a public library foundation under civil law having legal capacity. The purpose of the foundation is “to operate a high-quality system of public libraries in the Free and Hanseatic City of Hamburg for the storage and communication of standard library media as well as to act as a partner for individuals and educational institutions to serve their reading, learning, personal and educational interests. At the same time, it serves as a place for cultural exchange and a pillar of socio-cultural work at the district level”.
- 2) Under these GTC you can borrow a range of media and use the facilities and digital offerings of Bücherhallen Hamburg.
- 3) Bücherhallen Hamburg reserve the right to set specific provisions for the use of individual libraries.

§ 2 REGISTRATION

- 1) If you want to borrow media for the first time, you need to register in person and present a valid identity card or passport (original) together with an official certificate of residence [Meldebestätigung]. Children and young people who have no identity card must present the identity card of a parent or legal guardian.
- 2) In addition, children and young people under the age of 17 years must produce the written consent of a parent or legal guardian (liability obligation). On registration you or the legal representative accept/s the terms of these GTC.
- 3) After you have registered, you will receive a customer card which is not transferable. If you lose your customer card, you must report the loss to Bücherhallen Hamburg without delay. Bücherhallen will then de-activate your customer card.
- 4) As the cardholder you are responsible for any damage caused by misuse of the customer card up to the time you report the card as lost. To have your customer card replaced, you must present a valid identity card or passport again.
- 5) You must notify Bücherhallen Hamburg of any change of address without delay.

§ 3 TERMS OF BORROWING

- 1) With your valid customer card - on request you must produce proof of identity - you can borrow media for your personal use. The borrowing periods are listed in the Scale of Fees and Charges.
- 2) You cannot borrow any media for third parties. That applies in particular to adults who wish to borrow media on their

own children's or their spouse's customer card. Valid authorisations [Vollmacht] may be accepted on a case-to-case basis where justified.

- 3) You can only borrow a limited number of media at any one time. The borrowing limits are stated in our Scale of Fees and Charges as applicable. You must return the media by the due date stated at the time of loan. No reference articles may be removed / borrowed from the reference section.
- 4) You can extend the borrowing period prior to the expiry of the initial borrowing period unless other customers have reserved the media. Holders of valid customer cards can renew the items on loan twice. The maximally permissible number of renewals of sheet music is four. Renewal periods count from the date of renewal, not from the date the media are due for return.
- 5) You can renew items on loan yourself on the internet at www.buecherhallen.de/konto or via the Bücherhallen App. You can make renewals by email to verlaengerung@buecherhallen.de, by telephone or in person at all Bücherhallen libraries. The unavailability of the online renewal option due to technical problems does not release you from the obligation to pay overdue charges caused by the unavailability.
- 6) If the item you need is currently on loan or not available in a district library but available in the system of Bücherhallen Hamburg, you can make a reservation. Reservation services may not be available at some district libraries and/or for some types of media. A reservation charge applies. You can reserve items on the internet, via the app or in person at all Bücherhallen libraries.

§ 4 SERVICE FEES

- 1) The use of the library services is chargeable. The fees are listed in the Scale of Fees and Charges applicable at the time of use (see reverse page). You can pay the fees by direct debit or in cash.
- 2) If you opt for the direct debit option, the membership fee will be debited annually to your account. Bücherhallen Hamburg grant a discount on the service fee if you use the direct debit procedure. To terminate your participation in the direct debit procedure, you must give us written notice at least six weeks prior to the date your annual service fee is due by sending an email to buchhaltung@buecherhallen.de.

§ 5 OVERDUE CHARGES, COLLECTION OF CLAIMS

- 1) An overdue charge is applied to media which are not returned or renewed by their due date. Overdue charges also

apply if media are lost. If we need to send you a written request for payment of overdue charges, reminder fees apply in addition. Please note that Bücherhallen Hamburg are not obligated to send you pre-overdue reminders.

- 2) Overdue charges apply as listed in the Scale of Fees and Charges, valid as amended. If necessary, we will take legal action to claim overdue charges and assert other claims we may have. The resulting costs are to be borne by you. Overdue charges must be paid even if you have not received a written reminder.
- 3) If your customer account shows overdue charges or reservation charges of less than € 5.00, we will block the account on the following day; if the charges exceed € 5.00, your account will be blocked immediately and you can neither renew nor reserve items, including e-media.
- 4) Parents may at any time reduce the borrowing limit on their children's customer card or exclude certain types of media from borrowing to limit possible overdue charges.
- 5) If you enter an email address in your customer account, Bücherhallen Hamburg will send you a pre-overdue reminder email. Irrespective of whether you receive a pre-overdue reminder by email or not, you must return the media by their due date. If you delay their return, you must pay a fine. Not receiving the email does not release you from your obligation to pay overdue charges. You are obliged to keep your email address up to date to ensure that you will receive the email. If your provider's spam filter identifies the email sent by Bücherhallen Hamburg as spam, you may need to put Bücherhallen Hamburg on your provider's whitelist of senders. Bücherhallen Hamburg are under no obligation to prove that the email was in fact sent.

§ 6 CHILD AND YOUTH PROTECTION, HANDLING OF MEDIA, LIABILITY

- 1) To ensure an effective level of protection of minors, the media children and young people can borrow is restricted. Though Bücherhallen Hamburg have measures in place to protect minors (technical control of age limits through voluntary self-monitoring (FSK)), parents/legal guardians must check whether the media, in particular the books, their children wish to borrow are suitable.
- 2) You are required to handle the media with care and protect them from dirt, damage and loss.
- 3) You must not lend media to a third party; as the cardholder you will be held responsible for any damage to them. You must notify Bücherhallen Hamburg of any loss of media as soon as possible. You will be charged for any damage to or loss of items (including damage to individual

parts of multi-part media). Make sure to inspect all media at check-out.

- 4) The compensation due is determined based on the purchase price as shown in the Bücherhallen catalogue plus an administrative fee. Compensation by providing a replacement copy is excluded.
- 5) Bücherhallen Hamburg accept no liability for damage caused by defective data carriers. You use the power sockets in the facilities of Bücherhallen Hamburg at your own risk.

§ 7 SPECIAL PROVISIONS FOR SELF-SERVICE BOOKING

- 1) All libraries of Bücherhallen Hamburg now feature self-service machines where you can borrow and return items.
- 2) If you use the self-service, you are required to check the media for completeness (see media label). You should notify us of any missing parts immediately. If you do not report it, you will be held responsible for any missing parts.
- 3) If you use the self-service, you must always press “Beenden” (log-out) after you have finished your activity to exit your account before you leave. If you do not log out and other customers use your account to check out items, you will be held liable.
- 4) At some of our libraries you can return media via return stations outside of our opening hours. However please note that technical problems at return stations do not release you from the obligation to pay overdue charges incurred because you cannot return items on time due to the technical problems.
- 5) Some libraries offer staffless open-library services with extended opening hours. Customers aged 18 years and over can use their valid customer card to access this service via an entry terminal. Minors must be accompanied by adults if they want to enter the library during the extended opening hours. Video surveillance is in place during open-library hours.
- 6) To make payments (cash and EC cash), you can use the pay machine available at almost any library.

§ 8 CODE OF CONDUCT, EXCLUSION

- 1) On entering our Bücherhallen, you agree to abide by the Code of Conduct of Bücherhallen Hamburg. If you do not observe the rules, we may ban you from using our libraries. We will not refund any service fees already paid.

§ 9 DATA PRIVACY POLICY PURSUANT TO ART. 13, 14 GDPR

- 1) We need to collect and store customer data to be able to offer the services of Bücherhallen Hamburg.

Please refer to our Data Privacy Policy available at www.buecherhallen.de/datenschutz or in the Annex to these GTC for what purposes and for how long we retain your personal information.

SEVERABILITY CLAUSE

If individual provisions of these GTC are invalid or unenforceable or become invalid or unenforceable, such invalidity or unenforceability does not affect the validity of the remaining provisions.

GOVERNING LAW

The GTC shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The courts in Hamburg shall have exclusive jurisdiction over any disputes arising from or in connection with the GTC. In the event of any inconsistency or conflict between the German and the English version, the German version shall prevail.

DATA PRIVACY POLICY OF STIFTUNG HAMBURGER ÖFFENTLICHE BÜCHERHALLEN PURSUANT TO ART. 13, 14 GENERAL DATA PROTECTION REGULATION (GDPR)

CONTROLLER (RESPONSIBLE FOR DATA PROTECTION)

Stiftung Hamburger Öffentliche Bücherhallen (Bücherhallen Hamburg), Hühnerposten 1, 20097 Hamburg

PROCESSING OF CUSTOMER (MASTER) DATA

We need to collect and store customer data to be able to offer the services of Bücherhallen Hamburg. We retain your personal data for the purpose of performing the contract as provided for in Art. 6(1) letter b GDPR. These master data comprise name, address and other electronic contact information, date of birth, gender and fee category. We process the above data of children under 16 years and of the holders of parental responsibility over them. We also hold information about any discounts they are entitled to. If you have opted for the direct debit procedure, Bücherhallen Hamburg collect and store the necessary bank details (see also “Processing of data in connection with the direct debit procedure” below). The data are stored for as long as you are registered with us.

PROCESSING OF MEDIA DATA

To meet their contractual obligations, Bücherhallen Hamburg temporarily store the titles of the media on loan in



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