

General Terms and Conditions (GTC)

Effective as of 07 October 2025

1st version



Bücherhallen Hamburg

§ 1 General Information

1. Stiftung Hamburger Öffentliche Bücherhallen ("Bücherhallen Hamburg") [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. Bücherhallen Hamburg reserves the right to put in place special general terms and conditions for the use of individual Bücherhallen libraries that shall have priority over these GTC.

§ 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 (original). If the identity card does not state any address, you must present an official certificate of residence [Meldebestätigung].
2. Children and young people up to and including 15 years of age must submit the identity documents mentioned in Article 2(1) above as well as the written consent of a legal representative or a person authorised to represent them to the library staff at any Bücherhallen library. On registration you and your legal representative respectively accept/s the terms of these GTC.
3. If you want to use the digital offerings of Bücherhallen Hamburg with log-in option, including log-in to the Bücherhallen account, you must provide an email address. We will only use the email address for service information purposes. On top, Bücherhallen Hamburg offers a newsletter which you have to subscribe to separately.
4. After you have registered, you will receive a Bücherhallen card which is not transferable. If you lose your Bücherhallen card, you must report the loss to Bücherhallen Hamburg immediately. Bücherhallen Hamburg will then block your Bücherhallen card.
5. As the registered cardholder you are responsible for any damage caused by misuse of the Bücherhallen card. To have your Bücherhallen card replaced, you must present the identity documents mentioned in Article 2(1) above.

6. You must notify Bücherhallen Hamburg of any change of address without delay.
7. The service usage relationship [Nutzungsverhältnis] between Bücherhallen Hamburg and you that governs the borrowing of media and the use of other Bücherhallen Hamburg services is limited in time. The service usage relationship starts upon registration. It will continue for as long as you pay the service fee for the period of time defined in the Scale of Fees and Charges in force unless the service usage relationship is terminated.
8. After termination of the service usage relationship, you must register anew.

§ 3 Terms of Borrowing

1. You can use your valid Bücherhallen card - on request you must produce proof of identity - to borrow media for your personal use. The borrowing periods are listed in the Scale of Fees and Charges in force.
2. You cannot borrow any media for third parties or have third parties borrow them. That applies in particular to adults who wish to borrow media on their own children's or their partner's Bücherhallen card. Valid authorisations [Vollmacht] may be accepted on a case-by-case basis where justified.
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 must return the media by the due date stated at the time of loan. Some media items must remain in the library; they cannot be borrowed.
4. You can extend the borrowing period prior to the expiry of the initial borrowing period unless other library users have reserved the media. Holders of valid Bücherhallen cards can renew the items on loan twice. The maximally permissible number of renewals of sheet music is four. You must return the media after the second renewal period is over, and you cannot borrow the media again right away. You are not permitted to borrow media indefinitely. Renewal periods start counting from the day of renewal, not from the last day of the respective period of loan.
5. You can renew items on loan yourself on the internet at www.buecherhallen.de/login.html or via the Bücherhallen app. 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 Bücherhallen library but is available in the Bücherhallen Hamburg system, 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. The reservation charge will not be refunded if you cancel the reservation. You can reserve items on the internet, via the Bücherhallen app or in person at all of Hamburg's Bücherhallen libraries. To view the status of your reservation, go to your Bücherhallen account.

§ 4 Service Fee

1. The use of Bücherhallen Hamburg's library services is chargeable. The service fees are listed in the Scale of Fees and Charges in force (see reverse page). You can pay the service fee by direct debit or by other means of payment (pay machine or online payment).
2. If you opt for the direct debit option, the service fee will be debited annually to your account. If you use the direct debit procedure, Bücherhallen Hamburg will charge a reduced service fee. If you want to revoke your SEPA direct debit scheme, you must inform Bücherhallen Hamburg in writing no later than one day before the fee is due to be debited to your account for the first time. Revocation of the SEPA direct debit scheme does not terminate your contractual relationship with Bücherhallen Hamburg. 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 either directly at a Bücherhallen library, by letter or by email.

§ 5 Overdue Charges, Collection of Overdue Charges

1. An overdue charge is applied to media which are not returned by their due date (including delayed renewal). If media are lost, overdue charges apply from the due date stated at the time of loan up to the date you report the loss.
2. When you have accumulated the maximum overdue charge after three weeks, you will usually be sent up to three written reminders. Reminder fees apply in addition. If you do not return the media within the time limit set in the second reminder letter, you must pay compensation for the value of the media concerned as well as a lump sum administrative fee in accordance with Article 8(3) of these GTC upon receipt of the third reminder.

3. If you do not pay the overdue charges and/or settle other claims, we reserve the right to take legal action (collection agency) against you. Upon the start of the debt collection process, Bücherhallen Hamburg will assign all claims to the collection agency.
4. If your Bücherhallen account shows outstanding fees or charges, we will block your Bücherhallen account on the following day, and you will not be able to renew or reserve items, including digital offerings.
5. If you enter an email address in your Bücherhallen account or activate the push notification service in the Bücherhallen app, Bücherhallen Hamburg will send you a pre-overdue reminder. To be able to use that service, you must ensure that the email or push message reaches you.
6. The charges are due even if you have not received any written information on borrowing periods and overdue charges as well as reminders.

§ 6 Library Self-Services

1. You can manage your data, the media you borrowed, your reservations and linked Bücherhallen accounts in your Bücherhallen account. To log into your Bücherhallen account, go the Bücherhallen Hamburg website or use the Bücherhallen app. To log in, you will need your Bücherhallen card number and a password. You must provide an email address to be able to assign a password.
2. Bücherhallen Hamburg offers digital payment options. You can pay fees and charges via your Bücherhallen account or you can use the pay machines available at almost any Bücherhallen library.
3. Many Bücherhallen libraries offer staffless library services outside of regular opening hours. Customers aged 18 years and over can use their valid Bücherhallen card to enter the library via an entry terminal. Minors must be accompanied by adults if they want to visit the library when no staff is on site. Video surveillance is in place during staffless hours.
4. All Bücherhallen Hamburg libraries (except for the library buses) now feature self-service machines where you can borrow and return items.
5. If you use the self-service machines, you must always press "Beenden" (log-out) before you leave the station. If you do not log out and other customers use your account to check out items, you will be held liable for any damage caused.

6. At some of our libraries you can return media via return stations outside of staffed opening hours. You will be fully responsible for the media up until they have been booked out from your Bücherhallen account.

§ 7 Child and Youth Protection, Handling of Media

1. To ensure an effective level of protection of minors, the media children and young people can borrow is restricted. Though Bücherhallen Hamburg has measures in place to protect minors (technical control of age limits through voluntary self-monitoring (FSK)), legal representatives/legal guardians must check whether the media, in particular the books and films their children wish to borrow are suitable.
2. You must handle the media with care and ensure that they are not defaced, altered (markings in the text, etc.), damaged, destroyed or lost.
3. In your own interest you should, when you borrow items, check whether they are defaced, incomplete (e.g. missing parts, see media label) or damaged and if so, report it immediately. If you do not report it, the burden of proof that the item was already damaged when you borrowed it lies with you.

§ 8 Your Liability for defaced, altered, incomplete, damaged, destroyed or lost Media

1. If items are defaced, altered, incomplete, damaged, destroyed or lost, you will be held liable for any damage caused.
2. Even if only parts of multi-part media as well as inserts and similar are missing, this will still be deemed to be a loss. You must report the loss of media to Bücherhallen Hamburg immediately.
3. The compensation due for loss or damage is determined based on the cost of similar new media as shown in the Bücherhallen Hamburg catalogue plus an administrative fee defined in the Scale of Fees and Charges in force. Providing a media replacement copy as compensation is excluded.

§ 9 Bücherhallen Hamburg's Liability

1. Bücherhallen Hamburg accepts no liability for damage caused by defective data carriers. You use the power sockets in the Bücherhallen Hamburg premises at your own risk.

2. You will be liable for any copyright infringements and violations of regulations relating to personality rights that may occur while the media are in your possession.

§ 10 Code of Conduct, Exclusion

1. On entering our libraries, you agree to abide by Bücherhallen Hamburg's Code of Conduct [Hausordnung] (www.buecherhallen.de/ueber-uns.html). If you do not observe the rules, we may ban you from using all Bücherhallen libraries and block your Bücherhallen card. We will also not refund any service fees you may have already paid.
2. Any infringement of our GTC will result in your Bücherhallen card being blocked.
3. Legal representatives and guardians are responsible for the children in their care even after entering the library. They are responsible for the children's actions in their care as provided for by law, and they are obligated to meet their duty to supervise.

§ 11 Termination of the Service Usage Relationship

1. The service usage relationship between you and Bücherhallen Hamburg ends when
 - you terminate it (service fees already paid will not be refunded);
 - the period for which the service fee was paid is over;
 - Bücherhallen Hamburg terminates the service usage relationship for cause if you do not abide by the library's code of conduct or for other reasons.
2. Existing obligations (e.g. reminder fees and overdue charges) remain in effect upon termination of the service usage relationship.

Our customer service will be happy to answer any questions you may have. You can contact the service team at service@buecherhallen.de or by telephone on + 49 (0)40 / 42 60 60.

A digital version of the General Terms and Conditions is available at:
www.buecherhallen.de/agb.html

You can also scan the QR code:

