

the library staff or using RFID technology. Such storage is based on Art. 6(1) 1st sentence letter b) GDPR. The media data will be erased from your account when you return the media. In the event of queries, media titles are available for a period of 28 days to enable us to determine the customer number of the previous borrower. To enable us to find out who may have lost or damaged media, media data will be stored in Bücherhallen Hamburg's electronic archive for one year.

PROCESSING OF DATA IN CONNECTION WITH THE DIRECT DEBIT PROCEDURE

If you use the direct debit procedure to pay the service fee, Bücherhallen Hamburg will process the name, IBAN and BIC as well as your signature if applicable. The data collected in connection with the direct debit procedure will only be used to process the payment, ie on the basis of the direct debit authorisation granted under the direct debit mandate. The above-mentioned personal data collected to process the payment are processed on the basis of Art. 6(1) 1st sentence letter b) GDPR. The data will be retained for the duration of the service usage relationship and deleted after its termination.

PRE-OVERDUE REMINDER E-MAIL

If you provide us with your email address upon registration or later, the address will be used for the purposes mentioned in item B. 1. above as well as to remind you that your borrowed items are due for return soon. The legal basis for sending reminder emails is Art. 6(1) 1st sentence letter b) GDPR. The email address will be deleted two years after termination of the service usage relationship.

VIDEO SURVEILLANCE DURING EXTENDED OPENING HOURS

Outside of the service hours you can use your personal customer card to access selected libraries. Bücherhallen Hamburg uses the video cameras only during the extended opening hours. If you enter the library outside of the service hours during the extended opening hours or remain in the library after the service hours are over, certain areas will be video-taped during your visit. Having video surveillance in place is in the legitimate interest of Bücherhallen Hamburg to prevent and investigate criminal offences as well as to investigate claims against or raised by Bücherhallen Hamburg. The legal basis for having video surveillance in place during the extended opening hours is Art. 6(1) 1st sentence letter b) GDPR. The personal data

collected by video surveillance will only be stored for 48 hours. If there is reason to suspect that a criminal offence has been committed or claims against Bücherhallen Hamburg are made, the video surveillance material and the personal data collected can be retained for as long as necessary to investigate or enforce the claim.

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.html and <https://www.buecherhallen.de/datenschutz-buecherhallen-portal.html>.

C. TRANSFER OF CUSTOMER DATA TO THIRD PARTIES

With regard to the data processing activities mentioned above Bücherhallen Hamburg only transfers your personal data to third parties as part of the direct debit procedure, namely to service providers that are involved in the direct debit procedure. As to the transfer of personal customer data in relation to the use of the web portal and e-media, we refer to the links provided.

D. YOUR RIGHTS

In accordance with the GDPR you have the following rights in relation to the processing of your personal data: 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 f) GDPR (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].

Scale of 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), incl. access outside of our service hours	€ 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), incl. access outside of our service hours	€ 45.00 € 40.00
Adults aged 27 years and over, discounted rate	Proof required: pupils, apprentices/trainees, students, BFD, FSJ etc., and benefit recipients as defined in the German Social Code [SGB] book II (jobless benefits [ALG II]) and book XII, certificate of permission to reside [Aufenthalts-gestattung], residence permit unlimited in time [Aufenthalts-titel], 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), incl. access outside of our service hours	€ 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., and benefit recipients as defined in the German Social Code [SGB] book II (jobless benefits [ALG II]) and book XII, certificate of permission to reside [Aufenthalts-gestattung], residence permit unlimited in time [Aufenthalts-titel], 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 , incl. access outside of our service hours	€ 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
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
Item (library of things)	4 weeks (cannot be extended) € 1 per item

GENERAL TERMS AND CONDITIONS (GTC)

Effective as of 01 October 2020

1st version

Customer service
+ 49 (0)40 / 42 60 60
Mo to Fr 9am – 7pm
Sa 9am – 2pm

E-Mail: kundenservice@buecherhallen.de

Stiftung Hamburger Öffentliche Bücherhallen
 Hühnerposten 1 // 20097 Hamburg

Bank details:
 Hamburger Sparkasse
 IBAN: DE97200505501283122628
 BIC: HASPDEHHXXX
www.buecherhallen.de



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ALLGEMEINE GESCHÄFTSBEDINGUNGEN (AGB)

§ 1 GENERAL INFORMATION

- 1) Hamburg Öffentliche Büchereien („Büchereien 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) Büchereien Hamburg reserves the right to put in place special general terms and conditions for the use of individual 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 or passport together with an official certificate of residence [Meldebestätigung] (original).
- 2) Children and young people up to and including 15 years of age must produce identity documents and the written consent of a legal representative (by digital signature) to the library staff in person (liability obligation). On registration you and your legal representative respectively 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 Büchereien Hamburg immediately. Büchereien Hamburg will then block your customer card.
- 4) As the registered 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.
- 5) You must notify Büchereien Hamburg of any change of address without delay.
- 6) The service usage relationship [Nutzungsverhältnis] between Büchereien Hamburg and you that governs the borrowing of media and the use of other Büchereien 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 and until the service usage relationship is terminated.

- 7) After termination of the service usage relationship, you must register anew.

§ 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 partner'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 the Scale of Fees and Charges in force. You must return the media by the due date stated at the time of loan. No reference articles may be removed or 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 last day of the respective borrowing period.
- 5) You can renew items on loan yourself on the internet at www.buecherhallen.de/login.html or via the Büchereien 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 library but available in the Büchereien 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. You can reserve items on the internet, via the Büchereien app or in person at all of Hamburg's Büchereien libraries.

§ 4 SERVICE FEES

- 1) The use of the 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 directly at the library.
- 2) If you opt for the direct debit option, the service fee will be debited annually to your account. Büchereien Hamburg grants 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 either directly at the library or by email or letter.

§ 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. When you have accumulated the maximum overdue charge (as defined in the Scale of Fees and Charges in force), 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 charge in accordance with § 7(3) of these GTC upon receipt of the third reminder. Please note that Büchereien Hamburg is not obligated to send you pre-overdue reminders. Overdue charges must be paid even if you have not received any written reminders.
- 2) Overdue charges will be charged in accordance with the Scale of Fees and Charges in force. If you do not pay the overdue charges and/or settle other claims, we reserve the right to take legal action against you.
- 3) If your customer account shows overdue charges or reservation charges or claims for compensation for the value of media lost, we will block your account on the following day, and you will not be able to renew or reserve items, including digital offerings.
- 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 the risk of incurring overdue charges.
- 5) If you enter an email address in your customer account, Büchereien 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 overdue charges. 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 Büchereien Hamburg as spam, you may need to put Büchereien Hamburg on your provider's whitelist (list of approved senders).

Büchereien Hamburg is under no obligation to prove that the email was indeed sent.

§ 6 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 Büchereien Hamburg has 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 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.

§ 7 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 responsible for any damage caused.
- 2) Even if only parts of multi-part media as well as inserts and similar are missing, this will be deemed to be a loss. You must report the loss of media to Büchereien Hamburg immediately.
- 3) The compensation due for loss or damage is determined based on the purchase price as shown in the Büchereien Hamburg catalogue plus an administrative fee as set forth in the Scale of Fees and Charges in force. Providing a replacement copy as compensation is excluded.

§ 8 BÜCHEREIHALLEN HAMBURG'S LIABILITY

- 1) Büchereien Hamburg accepts no liability for damage caused by defective data carriers. You use the power sockets in the Büchereien 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.

§ 9 SPECIAL PROVISIONS FOR LIBRARY SELF-SERVICE

- 1) All Büchereien Hamburg libraries (except for the library buses) now feature self-service machines where you can borrow and return items.

- 2) 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 responsible for any damage caused.
- 3) At some of our libraries you can return media via return stations outside of our opening hours.
- 4) Some libraries offer staffless open-library services outside of our service hours (“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 the extended opening hours.
- 5) To make payments, you can use the pay machine available at almost any library.

§ 10 CODE OF CONDUCT, EXCLUSION

- 1) On entering our libraries, you agree to abide by Büchereien Hamburg's Code of Conduct (www.buecherhallen.de/ueber-uns.html). If you do not observe the rules, we may ban you from using all our libraries. In that case, we will not refund any service fees you may have already paid.
- 2) Parents and guardians are responsible for the children in their care even after entering the library. Parents and/or guardians are responsible for the children's actions in their care as provided for by law. They are explicitly requested to meet their duty to supervise.

§ 11 TERMINATION OF THE SERVICE USAGE RELATIONSHIP

- 1) The service usage relationship between you and Büchereien 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;
 - Büchereien Hamburg terminates the service usage relationship for cause because you did not abide by the library's code of conduct or for other reasons.
- 2) Existing obligations remain in effect upon termination of the service usage relationship.

IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE GERMAN AND THE ENGLISH VERSION, THE GERMAN VERSION SHALL BE DEFINITIVE.

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

A. YOU CAN CONTACT THE CONTROLLER AND THE DATA PROTECTION OFFICER AT:

Controller (Responsible for Data Protection):
Stiftung Hamburger Öffentliche Büchereien
(Büchereien Hamburg), Hühnerposten 1, 20097 Hamburg

Data Protection Officer:

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

B. DATA PROCESSING

1. PROCESSING OF CUSTOMER (MASTER) DATA

In order for Büchereien Hamburg to be able to offer its services (borrowing, returning and reserving items, doing research, etc.), you must register and enter into a user agreement with Büchereien Hamburg. Büchereien Hamburg processes the personal data collected upon registration to offer its services. In particular we 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 will store personal data of your legal representative in your customer account in addition to the personal information mentioned above. We need to process your personal data to fulfil the service usage relationship with you. The data are processed on the basis of the provisions of Art. 6(1) 1st sentence letter b) GDPR. We need you to state your date of birth because the restrictions laid down in the GTC of Büchereien Hamburg and Scale of Fees and Charges apply to persons under 18 years of age. The Büchereien Hamburg customer card does not show any personal data. Your personal data will be erased two years after the service usage relationship has been terminated unless the legally prescribed retention periods for customer data are longer or the customer data are still needed to claim outstanding payments or assert other claims.

PROCESSING OF MEDIA DATA

Büchereien Hamburg stores the titles of the media you borrowed (hereinafter referred to as “media data”) in your account for a short period of time to meet its obligations under the agreement. The media data will be stored in your account no matter whether you borrow the media from

