

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, DVDs, CDs, MP3s, periodicals, games, CD-ROMs, Playstations, UMDs, Blu-ray Media, eMedia, etc.) and use the facilities of Bücherhallen.
- (3) 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 **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.
- (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 Bücherhallen Hamburg without delay. 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 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 four weeks, and for Blu-ray discs 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 borrow on Customer Cards of their own children or their spouse. Currently valid 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 set out in the valid scale of charges. 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, and in the case of music scores four renewals. Renewal periods count from the date of renewal, not from the date the media are due for return.
- (5) **Renewals** can be made at all Bücherhallen, in writing, via e-mail (verlaengerungen@buecherhallen.de), and 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 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 service fees may be collected by a **direct debit** procedure. That may help to avoid periods when the card is suspended. The annual fee is then debited once per year. Bücherhallen Hamburg grant a discount 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, 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. Reminder fees are payable even where the Customer has not received a written reminder.
- (3) In the event of fines or reservation charges less than €5.00 on the Customer account, the account will be **blocked** on the following day; in the event of fines/charges over €5.00, the account will be blocked **immediately**. Then no renewals or reservations can be made, even if a reservation credit is paid in. That applies equally to eMedia.
- (4) **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.
- (5) If they enter an e-mail address in their Customer account, Bücherhallen Customers may receive a **reminder e-mail** before the end of the lending period. Late return status of the media, and thus an obligation to pay fines, occurs regardless of whether or not such e-mail is received, simply by expiry of the lending period. Non-receipt of the e-mail does not lead to cancellation of any fines. Customers are obliged to ensure that their e-mail address is up-to-date, so that the e-mail can reach them. If the e-mail or Bücherhallen Hamburg are treated by the Customer's provider as spam, the Customer is required to put Bücherhallen Hamburg as sender on the White List of his/her Provider. Bücherhallen Hamburg are under no obligation to prove that the e-mail was in fact sent.

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 Bücherhallen Hamburg (“Technical Check on Age Limit” for Blu-ray Discs, 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 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.
- (5) Bücherhallen Hamburg accept no liability for **damage** caused by defective Blu-ray discs, DVDs, cassettes, CDs, CD-ROMs, Playstations or other data media.

Art. 7 Special provisions for self-service booking

- (1) All libraries of Bücherhallen Hamburg now have **self-service Customer** booking of media, and there is also a Customer self-service **return** system at the Central Library and, step-by-step, in many of the district libraries.
- (2) In these cases, Customers are required to check that the media are **complete** (see media label) **before self-booking**. 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.
- (3) 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) On entering the Bücherhallen, the User accepts the Rules of Conduct of Bücherhallen Hamburg. Any persons infringing the provisions of the conditions of use or the Rules of Conduct may be excluded from use of the libraries. No reimbursement will be made for any service fees already paid.

Art. 9 Data protection

- (1) Storage of Customer data is necessary in order to offer the services of Bücherhallen Hamburg.
- (2) These **master data** comprise name, address, date of birth, gender, fee category, and if applicable person having parental authority. They are stored as long as the Customer is registered.
- (3) 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 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) The data security adviser of 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 3. MARCH 2017

Service fees		cash	direct debit
		annual	annual*
Children 0-8 years	Borrowing all children's media & sheet music, from children's stocks, subject to Youth Protection Act. Lending limit: 15 media (3 DVDs or Blu-ray discs, 3 console games) + e-books & audiobooks	5,00 €	3,00 €
With entitlement to education & participation package	Proof required: SGB II, SGB XII, housing allowance, child supplement, Art. 2 AslBLG	free of charge	
Children & young people 9-17 years	Borrowing all children's media & sheet music, from children's stocks, subject to Youth Protection Act. Lending limit: 30 media (5 DVDs or Blu-ray discs, 5 console games) + e-books & audiobooks	8,00 €	6,00 €
With entitlement to education & participation package	Proof required: SGB II, SGB XII, housing allowance, child supplement, Art. 2 AslBLG	free of charge	
Adults 18-26 years	Borrowing all media Lending limit: 70 media (10 DVDs or Blu-ray discs, 10 console games) + e-books & audiobooks	20,00 €	15,00 €
Adults 27 or more	Borrowing all media Lending limit: 70 media (10 DVDs or Blu-ray discs, 10 console games) + e-books & audiobooks	45,00 €	40,00 €
Adults 27 or more, reduced	ID required: school students, trainees, university students, voluntary service, voluntary social year, etc. Unemployed, persons in need and equivalent, to SGB II (ALG II) and SGB XII (with proof), residence title, exceptional leave to remain, arrival certificate, or an official certificate of residence. Borrowing all media. Lending limit: 70 media (10 DVDs or Blu-ray discs, 10 console games) + e-books & audiobooks	20,00 €	
Starter	Once-only available for new users entitled to discounts at all 'Bücherhallen' libraries in Hamburg. ID required: school students, trainees, university students, voluntary service, voluntary social year, etc. Unemployed, persons in need and equivalent, to SGB II (ALG II) and SGB XII (with proof), residence title, exceptional leave to remain, arrival certificate, or an official certificate of residence. Borrowing all media, Lending limit: 5 media + e-books & audiobooks	six month 5,00 €	
Day card (only valid for one day)	Borrowing all media, Lending limit: 1x3 media + e-books & audiobooks	3,00 €	
Log-on fee (from 18 years)	Once only, for all cards	1,00 €	
Replacement card	For all customer groups	3,00 €	
*Direct debit procedure with six weeks notice before expiry of annual fee.			
Fines per day of opening and media unit		Adults from 18 years	Children & young people up to 17 years
Fine per media unit except for DVD or Blu-ray disc		0,50 €	0,20 €
Fine per DVD, Blu-ray disc		1,50 €	1,00 €
Max amount per media unit except for DVD or Blu-ray disc		10,00 €	3,00 €
Max amount per DVD, Blu-ray disc		10,00 €	
Exceptions: for individual magazine issues having repurchase value less than € 3.00, max. per magazine:		3,00 €	
1st reminder		2,00 €	
2nd reminder		6,00 €	
3rd reminder (demand)		12,00 €	
General fees			
Media replacement: an administrative charge is made in addition to the replacement value (RV), depending on the catalogue		RV + 5,00 €	
Lending operations / reservations per media unit		2,00 €	
Cost refund for ascertaining address		15,00 €	
Lending periods			
eMedia		depending on the licenses	
per media unit book, magazine, CD, CD-ROM, party games and console games		4 weeks	
per Blu-ray disc, DVD		1 weeks	
Bestseller service (adults)		2 weeks (non-renewable): € 2.50 per copy	

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