

Terms of Use
for the Public Libraries of the Land Berlin
(BÖBB)*

as of 06. January 2009

§ 1

General Issues

- (1) These Terms of Use are valid for all Public Libraries of the Land Berlin.
- (2) These Terms of Use as well as any special provisions issued by the libraries on the basis of these Terms of Use as well as the opening hours are posted in the libraries.
- (3) A private-law relationship exists between the libraries and their users.

§ 1a

(Data Processing)

Collecting and processing of personal data in the libraries occurs in compliance with the legal data protection regulations.

* Source: Amtsblatt für Berlin, No. 5 of 30. January 2009, pp. 282 ff

§ 2

Right of Use

- (1) The libraries may be used without a library card unless otherwise specified in the Terms of Use.
- (2) Prerequisite for library use is the user's acceptance of the Terms of Use. Acceptance is implicit on entering the library or in using of the library or in the user's signature.
- (3) Use of the libraries is free of charge with the exception of those services and situations stipulated in the appendix to these Terms of Use. The Appendix is part of the Terms of Use.
- (4) The libraries may issue special regulations concerning fees for services and performances not stated in the Terms of Use.

§ 3

Liability

- (1) The libraries do not assume liability for damages caused by incorrect, incomplete, omitted, or delayed services.
- (2) The libraries do not assume liability for damages to users' data, electronic files, databases, software programs, or hardware caused by their using library hardware and software. This applies equally to any damage to users' equipment caused by their using audio-visual library material.
- (3) The restrictions on liability as set out in sections (1) and (2) apply only to damages not attributable to intent or gross negligence.
- (4) The libraries assume liability for loss of or damage to objects taken into safekeeping only if the objects have been reclaimed by the user before the library's closing time on the same day, and up to a maximum value of 1000 € The library does not assume liability for money and other valuables or for objects brought into the libraries but not deposited for safekeeping.

§ 4

General Rules of Use

- (1) All library materials, and, in particular, all technical facilities and equipment are to be treated with care and consideration and must be protected against loss, alteration, soiling and damage. The use of technical equipment within the libraries may be governed by special provisions.
- (2) Users are obliged to check library items for obvious defects upon receipt and to report to the library staff any damages discovered as well as any missing supplements and accessories. Users are not permitted to repair damages on their own or to instruct third parties to effect repair.
- (3) Users are obliged to immediately inform the lending library of any loss or damage to library items handed over to them.
- (4) Library items marked as warranting preservation may not be copied either in part or as a whole.
- (5) Copyright-protected library items may only be duplicated in compliance with legal restrictions.
- (6) Copying from databases and database works, or from computer software programs is only permitted within the scope of copyright regulations and licensing agreements.
- (7) Users are obliged to act in compliance with the Terms of Use as instructed by library staff.
- (8) Users must produce their library card or an official identity card when requested by the library staff; the library staff has the authority to examine the contents of briefcases, bags, and similar repositories.

§ 5

Special Rules of Use

- (1) Library items belonging to the reference collection as well as those which can only be used in the library –for reasons of preservation or for other reasons – are specifically marked as such and may not be loaned.
- (2) The use of certain items which are provided for reference only as well as the utilization of certain services may be subject to the user depositing a security such as his/her library card, identity card, or passport. This also applies to borrowing other items in the possession of the library.
- (3) In the interest of all users, the use of frequently requested library services may have time restrictions.

§ 6

Conduct within the Libraries

- (1) A users' conduct may not adversely affect either the operation or the use of the library; neither may it disturb other users. Each library is entitled to issue its own regulations, details of which may vary according to local requirements.
- (2) Items containing racist, pornographic/obscene, violent, National Socialist, or otherwise offensive or unlawful language or material may not be brought into the libraries, nor may they be accessed or processed via electronic media while in the library.
- (3) When lockers are provided by a library, they are to be used exclusively for the storage of bags, clothing, books and other non-perishable and non-dangerous objects. The lockers must be emptied before the library's closing on the same day. In addition, the use of lockers may be governed by special conditions.
- (4) The libraries reserve the right to empty any locker not emptied within the prescribed period. Any objects removed will be treated as lost property. Items found belonging to other libraries or public collections may be returned to them.
- (5) Users are required to present for inspection – without being asked – any books, periodicals, videos, data and audio media, etc. in their possession when entering or leaving the circulation areas of the libraries.

§ 7

Library Cards

- (1) Library cards are issued upon application. Their validity is limited (either for a month or for a year) and may be renewed.
The prerequisites for registration and renewal are as follows:
 1. proof that the applicant has a registered German address (an official identity card, a passport plus an official registration or a residency permit valid for at least three months from the date of application), and
 2. payment of fees for registration and extension as set out in the Regulation of Fees, and,
 3. in the case of minors, presentation of a letter of consent signed by their legal representative together with a declaration of liability in the event of damage or payment of fees accrued. The letter of consent includes consent for the use of internet terminals and delivery services. Section (1).1 also applies to the legal representative.

Legal entities must comply with the requirements of section (1) 1. by providing evidence that their offices are registered in the Federal Republic of Germany.

- (2) The library card is non-transferable and remains the property of the Land Berlin. In special cases and for necessary reasons, a person may act as a proxy subject to the presentation of a letter of authorization together with the principal's identity card or passport. In addition the authorized person must present the library card of the person he is representing.
- (3) The loss of a library card as well as any change of name or address is to be reported immediately to the library. The user is liable for those costs – as set out in the Regulation of Fees – incurred for any investigation of address arising from incorrect information or failure to report any change of details. Until that time when loss has been reported to the library, the user named on the library card is liable for any damages incurred by loss or misuse of the lost library card.
- (4) Section (1) applies equally to the issuance of a replacement card which is subject to payment according to the Regulation of Fees.
- (5) Valid library cards issued by the Foundation Berlin Central and Regional Library are accepted.

§ 8

Delivery Service

- (1) The prerequisite for using delivery services is a valid library card.
- (2) The delivery service is subject to payment and delivers library items belonging to the available lending stock of other public libraries of the Land Berlin upon request. The items supplied may be for on-site use only or for borrowing. The same applies to items from the Berlin Central and Regional Library.

- (3) The delivery service delivers media from the available lending holdings for a fee to the address given on the library card. The regulations for lending apply accordingly.
- (4) Special provisions apply for deliveries to locations outside Berlin.
- (5) Fees for deliveries and for making items available are determined by special regulations.

§ 9

Borrowing Items

- (1) The prerequisite for borrowing library items is the presentation of a valid library card. The libraries reserve the right to check the user's identity and may request to see evidence such as his/her identity card or passport. A library card which is invalid or belongs to a third person may be confiscated by the library staff.
- (2) Borrowing library items with a library card belonging to a third person is not permitted. Paragraph 7, Section 3 is not affected.
- (3) It is not permitted to give borrowed items to third parties. The user on whose card the items have been borrowed assumes liability.
- (4) Borrowed microforms, videos, data and sound carriers may only be used or played on the intended equipment.
- (5) The maximum number of library items which may be borrowed at any one time is subject to special regulations.

§ 10

Loan Period

- (1) The normal loan period is 30 calendar days. The loan period for frequently requested items may be governed by special provisions.
- (2) At the end of each loan transaction, the user is provided with a receipt indicating the date due for return.

§ 11

Extension of the Loan Period

- (1) The loan period may be extended upon application unless the item has been reserved by another user. As a general rule it is possible to renew material on loan with a written or telephone renewal request or by renewing via the Internet.
- (2) For an extension of the loan period, the user must provide his/her name and library card number, and, when necessary, by presenting the borrowed media. The application for renewal must be made in time for an item to be returned before the loan period has expired should the application be declined. This applies to all renewals. The user will be notified whether or not renewal has been granted. A fee will be charged for written or telephone renewals in accordance with the Regulation of Fees. The obligation to return library items according to § 12 remains even if notification has not occurred by the end of the loan period.
- (3) The loan period may be extended twice for each item. The number of extensions for videos, data and sound carriers and other frequently requested items is subject to special provisions.

§ 12

Returning Items

- (1) Users must return borrowed items to the library without being asked and no later than by the end of the loan period.
- (2) The user will be charged for items returned to a library other than the one to whose collection the items belong. The fees are uniformly fixed according to special provisions.
- (3) Upon return of the library items, the user will be issued a receipt.
- (4) Borrowed items may be returned by third parties, by postal service, or by parcel post. Deliveries by postal service or parcel post are made at the user's own risk and expense, and must bear the user's full name and address.

§ 13

Reserving Items

- (1) Every user may place one reservation upon any borrowed item. The current borrower of an item may not place a reservation on this item.
- (2) Making a reserved item available is subject to a fee which is fixed in the Regulation of Fees. When requested the user will receive a notification when the reserved item is available. When the period of availability stated in the notification expires, the reservation is terminated.

§ 14

Borrowing from other libraries

- (1) Ordering items via the German Interlibrary Loan System is governed by the applicable Interlibrary Loan regulations.
- (2) Items which are not available from a library participating in the Berlin Public Library Network (Verbund der Öffentlichen Bibliotheken Berlin) may be ordered via the German Interlibrary Loan. The number of items ordered by a user may be restricted.
- (3) Items borrowed by the library from other libraries via the German Interlibrary Loan are subject to the Terms of Use for the Public Libraries of the Land Berlin.
- (4) Fees are charged for interlibrary loan in accordance with the Regulation of Fees. In addition there may be additional charges for postage and delivery. These fees must be paid even when after notification the ordered or correctly delivered items were not picked up.

§ 15

Exceeding the Loan Period and Liability

- (1) Fees are charged for overdue library items; the fines are listed in the Regulation of Fees. The fines are payable beginning the first calendar day in excess of the loan period (the library's next opening day) up to a maximum period of 60 calendar days. The library reserves the right – but is under no obligation – to send a written reminder; the fees for the overdue notice are listed in the Regulation of Fees.
- (2) Once the maximum period has expired, costs for purchasing a replacement item of equal value may be charged to the user. In addition there will be an additional charge for processing costs; the fees for this are listed in the Regulation of Fees.
- (3) The user must, without delay, purchase a replacement item of equal value for items lost, heavily damaged, or removed from the library without authorization. When a library item has been lost, section (1) remains in effect until the library has been notified of the loss. If the user is unable to replace the item, the library will make the replacement at the user's cost. In case a replacement purchase is not possible, the user is required to make payment for damages incurred according to legal provisions.
- (4) Furthermore, processing fees as stipulated in the Regulation of Fees will be also be imposed when items can no longer be replaced or if repair costs occur and damage payments are to be made or when even parts of a media unit has been removed from the library without authorization.
- (5) Replacement of damaged circulation carriers is subject to the payment of processing fees as set out in the Regulation of Fees.

§ 16

Fees/Fines

- (1) Fees will be charged for issuing a library card and a replacement card as well as for renewals of the card for persons over the age of 16. Certain groups of persons are exempt from this fee. This does not apply to issuing a replacement card. Fines will be charged for exceeding the loan period – independent of the issuance of a written reminder –, and fees will be charged for ordering items, for reserving items and for additional special services of the library. Specifics and the fees themselves are stipulated in the Regulation of Fees. In addition users will be required to make payment for all additional costs and expenditures incurred for special services.
- (2) Payment of fees is to be made without delay.
- (3) A membership certificate as proof of membership in a registered association promoting the interests of a public library of the Land Berlin or those of the Foundation Berlin Central and Regional Library must bear the name of the association and its full address.
- (4) The libraries may issue special regulations regarding cashless transfers of money.

§ 17

Violation of the Terms of Use

- (1) Users grossly violating the Terms of Use may be temporarily or permanently excluded from borrowing privileges or from access to the library.
- (2) Exclusion from borrowing or access to a member library of the Berlin Public Library Network (Verbund der Öffentlichen Bibliotheken Berlin) extends to all public libraries of the Land Berlin unless otherwise stated.
- (3) In case of exclusion from access to the library, the library card must be returned to the library. Fees paid will not be refunded.

§ 18

Effective Date and Repeal

These Terms of Use will become effective upon publication in the *Amtsblatt für Berlin*. At the same time the Terms of Use of the Public Libraries of the Land Berlin (Benutzungsbedingungen der Öffentlichen Bibliotheken Berlins) as amended on 31 January 2006, *Amtsblatt für Berlin*, pp. 786ff will be repealed.

**Appendix to the
Terms of Use for the Public Libraries of the Land Berlin**

Regulation of Fees

No.	Item	Length of validity / fee
<u>Issuing a library card and renewal</u>		
1a -	for persons over 16 years of age	12 Months € 10,00 1 Month € 2,50
1b	for trainees (certificate from the training or education center) students (university student identity card) - members of the basic military or alternative national service (military identity card or service identity card of the Federal Office for Civil Service) participants in a volunteer social or ecological program (written statement from the voluntary organization) - participants in the European Voluntary Service (German-language written statement from the European Commission) - youth advisors (youth advisor identity card of the - Youth Welfare Office)- - members of a registered association promoting the interests of a public library of the Land Berlin or those of the Foundation Central and Regional Library of the Land Berlin (membership card bearing the name of the association and its full address)	12 Months € 5,00 1 Month € 2,50
1c -	For recipients of state welfare (unemployment, social aid, basic security) with a corresponding account card (Berlin S Ticket) or "berlinpass" or with proof of being the recipient of such assistance	12 Months free of charge
1d -	für Kinder, sowie Schülerinnen und Schüler mit Schülerschein I	12 Months free of charge
1e -	for all schools, nurseries, kindergarten, etc. and similar institutions	free of charge
1f -	for all other legal Persons	12 Months € 15,00

Issuing a library card replacement

1g - for persons according to 1a, 1b and 1f 12 Months

as first issue-

1h - for persons according to 1c, 1d and 1e	12 Months € 2,00
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Ordering and making items available

2a Fee per item ordered in national/regional interlibrary loan, regardless of whether or not it can be delivered	€ 1,50
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2b Fee per media/copy for making a reservation or an order in national/regional interlibrary loan available	€ 1,00
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Loan periods – renewal and overdue

3 Renewal of loan period: for telephone or written requests	€ 1,00
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4a Fee per item and calendar day for exceeding the loan period for persons according to number 1 letter a, b, c and f j	€ 0,25
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4b Fee per item and calendar day for exceeding the loan period for persons according to number 1 letter d	€ 0,10
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Processing fees

5a Processing fee per item for lost or heavily damaged items or items removed without authorization, with the exception of newspapers and periodicals (§ 15 Abs. 4)	€ 15,00
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5b Processing fee per item for lost or heavily damaged items or items removed without authorization, with the exception of newspapers and periodicals (§ 15 Abs. 4)	€ 5,00
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5c Processing fee for replacing circulation carrier	€ 2,50
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6 Verifying an address	€ 15,00
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7a Written overdue reminder, per letter	€ 1,00
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7b Reminder of outstanding fines, per letter	€ 1,00
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