Regulations for the use of Bielefeld City Library

(Benutzungsordnung und Gebührentarif in englischer Sprache)

Due to §§ 7 paragraph 1, 41 paragraph 1 sentence 2 letter f of the municipal code for the state of North Rhine-Westphalia in the version published on July 14, 1994 (GV. NRW. S. 666/SGV. NRW. S. 2023),

last amended by Art. 1 of the law of April 13, 2022 (GV. NRW. S. 490) and §§ 4, 5, 6 of the Local tax law for the state of North Rhine-Westphalia of October 21, 1969 (GV. NRW. S. 712/SGV.NRW. p. 610), last amended by Art. 1 of the law of December 19, 2019 (GV. NRW. p. 1029) has the Council passed the following statutes in its meeting on November 3rd, 2022:

§ 1. General

- (1) The Bielefeld City Library is a public institution of the City of Bielefeld. As a sociocultural place it serves the general as well as cultural educational interest, information, lifelong learning, community building and leisure activities.
- (2) The Bielefeld City Library is available to everyone.
- (3) The usage of Bielefeld City Library is governed by the regulations of the public law.

§ 2 Definitions

- (1) Analogue media within the meaning of these usage regulations are printed books and magazines, CDs, DVDs, BluRay discs, sheet music, records, games/console games, Tonie hearing figures, etc.
- (2) Digital media within the meaning of these Terms of Use are eBooks, eJournals, eAudios, digital Learning and teaching materials as well as electronic content from specialist data bases and streaming services.
- (3) Borrowed items within the meaning of these terms of use are works of art from the Artothek, materials and other items are provided for borrowing from the library.

§ 3 domiciliary rights

- (1) Upon entering the city library, but at the latest upon registration within the meaning of § 4 of this Customers accept the city library's user regulations.
- (2) The library management exercises domiciliary rights; it can use library staff or third parties with the Assign exercise of house rights.
- (3) The city library is responsible for safeguarding the library holdings in the event of a suspected criminal offence entitled to check the customers for library items they have taken with them and to inspect the content offolders, bags and other containers that you have brought with you.
- (4) The City Library is entitled to charge customers who have seriously or repeatedly violated the Provisions of these Terms of Use are violated, temporarily or permanently from the use to exclude them and to ban them from the house. All from the Obligations arising from the user relationship remain in force even after the exclusion. One criminal prosecution remains reserved.

§ 4 Registration

- (1) Customers who are using the services for the first time and want to borrow media from the city library, register in person with a valid photo ID. Children and young people up tocompleted 16 years of age also need the signed by a legal guardian declaration of registration.
- (2) Online registration is possible via the service portal of the city of Bielefeld. This opens the Immediate use of the digital media offer of the city library. For using the services on site, especially for borrowing analog media and other items issuing a library card.

§ 5 User relationship

(1) The user relationship begins with the registration (personal or online) and usually ends limited to one year each, unless it is a usage relationship according to paragraphs 3-5.

- (2) When participating in the SEPA direct debit procedure, the user relationship is extended. The annual fee is automatically debited for another year. A termination of Direct debit must be made in writing by letter or email to the city library, no later than six weeks before the end of the year. In this case, the usage relationship ends with the expiration of the year period.
- (3) The usage relationship within the framework of the 30-pass card ends when the relevant number is reached number of loans.
- (4) The free usage relationship for children and young people ends as soon as they turn 20. have completed their year of life.
- (5) The free usage relationship with full-time and volunteer employees ends with retirement from service or voluntary work.

§ 6 library card

- (1) With the personal registration and, if desired, after the online registration customers a receive a library card, which allows the borrowing of analogue media and other objects of the city library and the regional history library. Separate IDs can be issued free of charge for the sole use of the Internet and PC as well as for entering the library premises if required.
- (2) The validity period of the library card is with the exception of the library card for children and adolescents one year from the date of registration, unless it is a library card with limited media lending, whose validity ends when the corresponding number of loans is reached.
- (3) The library card is only valid for personal use of the city library. Transfer to third parties is not permitted. The library card remains the property of the city of Bielefeld.
- (4) A loss of the library card as well as changes in contact details (change of residence name, e-mail address, etc.) must be communicated to the city library immediately. In case of his loss the library card will be blocked. For the issuance of replacement IDs must be presented again with the valid photo ID. The replacement pass is valid until the end the validity of the replaced library card.
- (5)) For damage incurred by the City Library as a result of misuse or late loss of a library card report in the event of loss of a library card, the person entered into the

library account shall be liable if he is responsible for the misuse or late reporting of the loss.

§ 7 Lending and Returning

(1) With a valid library card, customers can borrow analogue media and objects for their personal use and use the interlibrary loan options.

(2) The loan period is:

Per book	4 weeks
Per magazine, Tonie hearing figure, DVD, BluRay, console game, record	1 week
Each work of art from the Artothek	12 weeks
Other items	2 weeks
Digital media	Depends on the license

- (3) The library reserves the right to borrow certain items on loanset age limit. The works of art from the Artothek are only loaned to customers who have reached the age of 18.
- (4) The loan period for the media can be extended before the period expires if no preorder is made present. A total of three extensions are possible. Renewal periods count from the date of Renewal.
- (5) Unwanted media shall be returned by customers on the last day of the loan period at the latest. The loan or return receipt and the library account must be checked immediately for complete loan or return bookings; any discrepancies should be reported to the library staff.
- (6) Analogue media that are not available in the city library can be borrowed via interlibrary loanprocured and used according to the requirements of the lending library. For using interlibrary loans, valid library card is required.

§ 8 Pre-Orders

Borrowed analog media or items can usually be returned by other customers

Borrowing can be pre-ordered. The number of pre-orders for a specific work or for aspecific customer group is determined by the city library. Ordered and pre-ordered analog media or borrowed items are generally not kept for longer than 10 days.

§ 9 Service and Late Fees

- (1) For the use of the services of the city library, service and late payment fees will be charged according to the current fee schedule, which is part of these Terms of Use.
- (2) For analogue media or borrowed items that are not returned by the end of the loan period, they must be repaid in accordance with the current tariff of fees.
- (3) By storing an e-mail address in the library account, customers can withdraw before the expiration of the receive a reminder by email. This non-binding service of the city library does not relieve customers of their obligation to add the loan periods to their own library account monitor. The City Library is not liable for the consequences of non-receipt of any reminder emails.
- (4) A participation fee will be charged for group tours according to the current fee scheduleraised. An exemption from the fee can be for educational, academic or integrative working facilities are pronounced.

§ 10 Treatment of analog media, loan and furnishing items

The analog media, loans, and furnishings of a city library must be handled with care. They are to be protected from dirt, alteration (markings and underlinings in the text, etc.), damage, destruction or loss. It is also considered a loss if only individual parts of multi-part media or items on loan as well as enclosures or the like are lost.

§ 11 Liability

- (1) Customers shall be liable for damage to the City Library due to improper handling of analogue media, loaned items, and furnishings in accordance with Section 10, provided that they are responsible for causing such damage. Loss or damage are the municipal library communicate immediately. Compensation for loss or damage is based on commercial new price.
- (2) The use of technical facilities (plugs, computers, etc.) within the library premises is at your own risk.

The customer assumes no responsibility for the loss, damage, or damage to items supplied by the customer.

- (3) Use of borrowed items is also at your own risk. City Library assumes no liability for damage caused by improper handling of rental items.
- (4) Customers are obligated to respect the copyright or other rights of third parties when using the media. The City Library is exempt from any liability in this regard.

§ 12 Behavior in the city library

- (1) All customers must show consideration for each other on the premises of the city library; they are required to follow the instructions of the city library.
- (2) Eating and drinking can be restricted at certain areas or forbidden altogether; the same applies to bringing animals.
- (3) The parental or contractual obligation to supervise according to legal or contractual provisions other supervisors for minors does not end with entering the city library.
- (4) Photographs, film and sound recordings of all kinds are only permitted in the city library with permission prepared by the library management.

§ 13 data protection

The city library records and stores the information required for customer management (loans, returns, Account functions, web content, etc.) required personal data and uses them for thempurposes. The provisions of the General Data Protection Regulation apply to this data processing (DSGVO) in connection with the Data Protection Act North Rhine-Westphalia (DSG NRW).

Closer Information according to Article 13 GDPR on the processing of personal data is the from the City Library website.

§ 14 Supplement to the Terms of Use

The library management is entitled to impose implementing regulations, e.g. in the form of house rules, to issue these Terms of Use. In particular, details on questions of use, provided they are not part of these Terms of Use, determined by the library management will. The implementation regulations are on the website of the city library and on the notice board to announce.

§ 15 Effective Date

These usage regulations together with the fee schedule come into force on January 1st, 2023. At the same time, the Terms of use from November 18th, 2015, last changed on May 8th, 2018, no longer in force.

Fee tariff - valid from 01.01.2023 Periodic service fees:

Type of library card Annual fee	annual fee
Annual pass (from the age of 25)	€ 25.00
Partner ID (in combination with an annual ID from the age of 20)	€ 10.00
Annual pass (up to the age of 20)	free of charge
Annual pass (from the age of 20 up to the age of 25)	€ 15.00
Participation card (beneficiaries or residence permits with	€ 10.00
entitlementto benefits according to SGB II (ALG II) and SGB	
XII, residence permit, toleration, Proof of arrival/BüMA, if	
necessary confirmation of registration, Bielefeld passport).	
30-ID card (entitles you to borrow 30 analogue media)	€ 15.00
Employees in day-care centers and elementary schools	€ 10.00
Volunteers at the Bielefeld City Library	free of charge
Internet ID	free of charge
Replacement library card	€ 5.00

Other service fees

Service Type	Fee
Provision per work of art from the Artothek, per bestseller, etc.	€ 2.00
Provision of analogue media or items on loan after completion preorder	€ 1.00
each letter sent by post	€ 2.00
Loan traffic per medium (interlibrary loan)	€ 3.00
Processing of an unsuccessful debit of the annual fee via SEPA	€ 3.00
direct debit	
Replacement costs for address determination.	€ 5.00
Guides	€ 3.00 p.p.

Late Fees

Service Type	Fee
per medium if the loan period is exceeded by up to one week	€ 3.00

per medium if the loan period is exceeded for each additional week	€ 3.00
Processing fee for the creation of a fee notice	€ 15.00