

Terms of use for the municipal library of the city of Halle (Saale)

The city council of Halle (Saale) in its meeting on ... decided according to §§ 5, 8 Chap. 1, §11 Chap. 2 and 45 Chap. 2 no. 6 of the municipal constitutional act of the Land of Saxony-Anhalt (KVG LSA) dated on 17th of June, 2014 (GVBi LSA 2014, p. 288) and § 5 of the municipal tax act of the Land of Saxony-Anhalt (KAG LSA), as amended by public notice of 13th of December, 1996 (LSA 1996, p. 405), as last amended by the Law Act of 17th of June, 2016 (Bulletin of Acts, Orders and Decrees of LSA 2016, p. 560) and § 3 of the Administrative Law on the Administrative Cost of the Land Saxony-Anhalt (VwKostG LSA), dated on 27th of June, 1991 (Bulletin of Acts, Orders and Decrees of LSA 1991, p. 154), as last amended by the Law Act of 18th May, 2010 (Bulletin of Acts, Orders and Decrees of LSA 2010, p.340) to declare the following terms of use for the municipal library of the city of Halle (Saale).

§ 1 Purpose and Tasks / Charity**(1)**

The municipal library of the city of Halle (Saale) with the central public library, the music library, several district libraries and a mobile library is a public cultural and educational institution of the city of Halle (Saale). It is responsible for the supply of books and the print media, pictures, audios and other digital media as well as games and images (hereinafter referred to as media), also on-line offers and devices for use of above-mentioned media for the purposes of information in general, preschool, school education and vocational training, as well as for the purposes of entertainment and organisation of leisure activities. The municipal library is a cultural institution and performs socio-cultural work in the districts of the city of Halle.

(2)

The municipal library is as an industrial establishment (BgA) with its settlement in Halle (Saale). It exclusively and directly pursues aims of benefit to the public in accordance with the section "tax-deductible purposes" of the tax law.

The main purpose of the municipal library is the promotion of education, culture and science.

The statute purpose can be achieved in particular by encouraging of public interests for education, supplying and providing with information sources and its accessibility, as well as by assisting of all groups of population for lifelong learning and social participation. The municipal library supports all users in realisation of their interests for reading, learning, orientation and education.

(3)

The municipal library a charitable organisation; it does not primarily pursue its own financial purposes.

(4)

Financial resources of the municipal library may only be used for statutory purposes. In the case of the liquidation and dissolution of the municipal library or the discontinuation of its tax-privileged status the city of Halle (Saale) shall get back no more than its paid-up capital shares and the nominal value of their contributed assets.

(5)

Nobody may benefit whether from disproportionately high payments nor from expenses that are not in keeping with the purpose of the municipal library.

(6)

In the case of liquidation and dissolution of the municipal library or discontinuation of its tax-privileged status, the city of Halle (Saale) receives the assets of the municipal library, which are to be used immediately for charitable purposes only.

§ 2 Opening hours

The opening hours for the central public library, the music library, district libraries as well as the mobile library are announced by notice / publication.

§ 3 User circle and registration

(1)

The facilities of the municipal library is governed by its terms of use.

(2)

For the facilities of the municipal library, it is mandatory to become a registered user and to get a library card.

(3)

Any user can register her/himself by showing either of his / her valid ID card or his / her valid passport with a current registration certificate or a similar ID document with official address, which is used for the identification of person's personal data and address.

The minor user from the school entrance to age of 18 are required to present a written agreement of his / her educational supervisor or legal representative, which also includes the use of the Internet / WLAN from age of 12, as well as to present a copy of an ID card of his / her educational supervisor or legal representative. Young children from the age of 16 can be registered with their own ID card, but they are obligated to present a written agreement of his/her educational supervisor or legal representative and a copy of an ID card of his/her educational supervisor or legal representative for the municipal library within 4 weeks from the registration. The written agreement at the municipal library includes the acknowledgement of attached document, terms of its use and the fee rate. It must include a compensation agreement for arising fee from the young children in the case of (e.g. overdue, damage).

(4)

For the registration of a group of users (corporations, legal entities, associations and companies) a signature of the group's or company's representative and a service stamp are required. With a signature it will be accepted that the library card may be used for official purposes only. The group / society may appoint up to three representatives, who are responsible for the use of library card in applying to connect media. The designated representative must show themselves by submitting their identity card every time they get connected with the media. The municipal library

should be informed immediately in a writing form, if the revocation of such authorisation took place.

(5)

If the user pay a reduced fee for the loan of media, she / he has to submit a corresponding proof in the original form.

(6)

With his / her signature, the user, the user's educational supervisor or his /her legal representative(s) recognises the terms of use, charge and house rules and agrees to the electronic storage of personal data for processing of the lending procedure and for statistical purposes.

The applicable data protection regulations are statutorily observed. No personal data will be passed onto the third parties.

§ 4 Library card

(1)

After a successful registration, a user gets a fresh user account and a library card without any charge.

(2)

The library card is not transferable and remains the property of city of Halle (Saale). If it is justified case or the conditions for the use of card are no longer required, then it must be returned on demand to the municipal library. A justified case is the case of violation of the terms of use or house rules, any other form of gross violation. Already for the first time it can be enough for withdrawal the card from its holders. It can also happen, if conditions for the use of a library card eliminated, as well as in the cases of substantial arrears in payments.

(3)

The loss of the library card, any kind of changes in address, e-mail address or user's name have to be reported immediately to the municipal library. If the library card has been lost, the fee for the issuance of a replacement card must be paid in accordance with the applicable fee rates.

§ 5 Use

(1)

On entering the premises of the municipal library, a guest must be agree to the terms of use, house rules as well as its fee statutes, and he / she also gives an obligation to act in accordance with it.

(2)

The PC workstations and the Internet / WLAN can be used by all users with a valid library card. The minor user from the age of 12 to 18 cannot use Internet / WLAN without permission of his / her educational supervisor or his / her legal representative, if no permission has been given upon registration. The time of use is determined by the opening hours of the municipal library, taking into account the time and program-related restrictions for its use at individual workstations. Any defects, identified before

or during the use of media, should be immediately reported to the library staff. In the case of a device failure the use of technique could not be granted.

(3)

The users are obliged to use internet / WLAN and multimedia in legal terms. Visiting of internet sites with an anti-human, racist, glorifying violence, right, left, or pornographic content is prohibited. Violating of the terms of use could result in the police report and prohibition of the further use of the municipal library. Any transference of an access authorisation to third parties is not allowed.

(4)

The wireless data transmission between a hotspot and WLAN - compatible user's device can be performed via VPN routing. During surfing on the internet the user also should take precautions for their own protection of data against an unauthorised access by third parties.

(5)

It is allowed to use the mobile devices such as a PC, tablet, notebook, headphones and external storage devices, for the power supply freely accessible sockets could be used. Users save their data at their own risk. The municipal library is whether liable for an unauthorised access, use, copying, alteration or deletion of the data nor for the faultless functioning of technical devices and programs. In particular, it assumes no liability for the damages caused by the use of these. Any software other than the specified by the municipal library may not be used on computers belonging to the network of city of Halle (Saale), and no separate devices can be connected to the data network. No changes in hardware and software are permitted.

(6)

All the users are dutifully bound to observe all copyright regulations. In particular by the usage of internet and multimedia, the copyright should to be taken in consideration. The available reproduction devices could be used independently, but their availability cannot be claimed. The reproduced copies are to be used according to the legal regulation of the copyright law only.

(7)

If the user violates the terms of use or fee- and library rules, his /her access to the library can be restricted either fully or for a limited period of time. Such restriction extends also to their legal representatives, if they do not fulfil their obligations with regard to violations caused by their wards. In spite of that the obligations mentioned in the terms of use remain unaffected. According to the terms of use and the right to which they are entitled, the employee of the institutions of the municipal library has the right to ask any user to leave the premises.

§ 6 Loan

(1)

Any media as well as devices for media use can be borrowed for a limited loan period, if the user is in the possession of his / her valid library card and has paid the usage fee according to the applicable fee rates. The information about loan periods is on the notice board in library rooms.

(2)

The library books, those are for reference and information, cannot be borrowed. The municipal library can also take some media out of the loan for ever or for a certain period of time. The loan can depend on the time of return of borrowed media and devices as well as on the fulfilment of existing payment obligations.

(3)

Before the user loans any media, he / she should prove its turns and condition, as well as the functional capability of a device for the media use. Any defects must be noticed before leaving the municipal library. If no notice was made, the media and devices are considered as complete and undamaged for the media use.

(4)

The media can also be borrowed and returned at the self-service book lending station. The user should closed his / her account at leaving of the self-service book lending station. The return of media at the external self-service book lending station cannot be claimed. The return of borrowed media should be ensured without use of the self-service book lending station. If the returned media is incomplete or damaged, it will be credited back to user's account, and so the returning process is considered as not completed. At the same time the user will get the information about it.

(5)

The loan period for the borrowed media and devices for its use could be extended with a valid library card, only if no other pre-order exists. The extension period starts with the day of the extension. The number of possible loan extensions is publically issued. The extension of loan terms could be made online, by telephone, by e-mail or independently by logging into the user's account. In the case of technical problems the cancellation of any overdue fees cannot be automatically granted. Any media and devices for its use could be pre-ordered for a fee. The fee shell also be paid, if the pre-ordered medium was not picked up.

(6)

The borrowed media must be returned to the municipal library without any delay. The municipal library is not obliged to remind about the end of loan terms for borrowed media and devices for its use. If the loan period is exceeded (also in the case of loss of medium), the overdue fees shall be paid to municipal library in accordance with legal fee rates. In the case of minor children up to the age of 18, the information about the non-returned media or equipment for its use will be send to his / her educational supervisor or his / her legal representative. The media and devices for media use could be borrowed with a library card, but its number could also be limited by the library. The municipal library is entitled to claim borrowed media and devices for media use back at any time.

(7)

For children and adolescents an unlimited loan of media and devices (DVDs, Blu-ray discs, console games) is not possible according to the general legal regulations under the legal protection of minors.

§ 7 The use of media, liability**(1)**

The user is obligated to treat media, devices for its use, materials, technical devices and equipment of library carefully and to protect it against pollution, damage and loss. The further borrowing of media and devices for media use to third parties is not allowed; the registered user (s), her / his legal educational supervisor (s) or the legal representative (s) of the minor (s) is liable for any damages incurred. The municipal library must be immediately informed about the loss of media or devices for media use.

(2)

The user is liable for all losses (also of the parts of multi-part media) or (intentional or negligent) damages of the borrowed media caused by the user as well as for any other damages caused by him / her during the use of media.

If the user does not return the borrowed media or devices, or if its damage is so severe that the medium or device cannot be used any more, the user is liable for these damages. The damages to media is to pay in accordance to its purchase value listed in the catalogue of the municipal library. The fair values are recognised as the costs for a replacement of original artworks from the Artothek collection and technical devices for media use. Supplying with a replacement copy is only possible with an approval of the municipal library. A fee for a cataloguing of replacement medium is to charge according to the applicable fee rate.

(3)

If a delivery of replacement copy is agreed, the municipal library sets a period of four weeks for the delivering of replacement copy by the user. If the replacement copy is not delivered within the deadlines, the user should pay the overdue fees beginning with the agreed deadlines. Apart from that a general overdue fee should be also paid according to the municipal library fee rate.

(4)

The registered user (s) or his / her legal representative (s) is liable for any damages resulting from misuse or loss of his / her library card. If the user did not closed his / her account at leaving of self-service book lending station properly, he / she is liable for any borrowing made by unknown person.

(5)

The municipal library is only liable for damages arising from the use of the municipal library and its media and devices, as far as these result either directly or indirectly from the intentional or severe negligence made by the municipal library.

(6)

The user is liable for an infringement of the copyright and releases the municipal library from claims of third parties. The user is liable for any damages caused by his / her use of internet, multimedia and other technical devices.

(7)

The municipal library accepts no liability for any damages whether to files, data store devices, hardware or software of users caused by the use of the Internet, W-LAN, multimedia and further technical devices. In the same way the municipal library is not liable for consequences of the user's activities on the internet and for damages to the user's equipment caused by the audio-visual media of the municipal library.

§ 8 Non-return of media, damage claim

If the loan period of more than 36 calendar days is exceeded, the municipal library issues immediately an enforceable return order and starts an enforcement procedure for the purpose of returning of a media unit or a media device.

§ 9 Entry into Force

These terms of use is to enter into force on the next day after their public announcement. At the same time, the usage regulation for the municipal library, issued on May 26, 2004, goes out of force.

Halle (Saale), 16.12.2016

[Personal signature]

Bernd Wiegand
Lord Mayor

[end of translation]

Translator`s comment:

Translated from the copy of a document.

A photocopy of the source document has been attached to the certified translation hardcopy.

I, Ina Wiederkehr, certified translator from German to English and Russian, M.A. at the Martin-Luther-University and accredited by the President of the District Court of Halle/Saale, do hereby declare that the attached document is a true and correct translation of the German photocopy.

Ina Wiederkehr

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