

Terms of Use

In its meeting on 8 August 2013 the City Council of the City of Potsdam has agreed upon the following Terms of Use of the City and State Library of Potsdam in accordance with § 28 section 2 subsection 1 No. 9 of the Municipal Constitution of the State of Brandenburg (BbgKVerf) in the version published on 18 December 2007 (Official Gazette, I/07, [No. 19] p 286), as amended on 23 September 2008 (Official Gazette I/08 [No. 12], p 202, p 207), on 9 January 2012 (Official Gazette, No. 01 I/12) and last amended on 13 March 2012 (Official Gazette, I/12, [No. 16]):

§ 1 Use

1. The City and State Library of the State Capital of Potsdam is a public institution of the State Capital of Potsdam. It consists of the main library and several branch libraries.
2. The opening times are announced by means of notices.
3. Any person can use the library. Use is on the basis of private law.
4. The library has the right to adopt special rules for the use of media or services.
5. Fees for special services, as well as late fees and replacement costs of media are charged in accordance with the Fees and Charges accompanying to these Terms of Use, as stated in the latest version.
6. Upon entering the library, the user accepts the Terms of Use and the associated Fees and Charges. The user accepts the Terms of Use and the associated fees regulations also in the case of commissioned research, in particular when requested by phone or e-mail.
7. Library services:
 - a. The library provides an up-to-date and needs-based media inventory of printed and electronic media to the population.
 - b. It provides its customers with professional and high-quality advice and carries out events and exhibitions.
 - c. The library offers services designed to promote reading skills and media literacy in cooperation with schools and day care centres.
 - d. In its capacity as State Library of Brandenburg, it preserves, develops and taps historical media collections of regional importance and provides the location for depository media copies.

§ 2 Registration

1. The user will register in person by presenting his/her valid identity card or valid passport with his/her current registration certificate. This refers to children from school entry age on, adolescents and adults. Minors aged between school entry age and 16 need a written consent from their guardian or legal representative, including the agreement for Internet and/or wireless network use. The guardian or legal representative has to acknowledge the

library Terms of Use and accompanying Fees and Charges and agrees to be liable for any damages.

2. Users in the form of groups and societies (e.g. day care centres, schools, companies, institutions) are required to provide a signature of the authorized representative of the group or society and an official stamp of the organisation for the application. With this signature the user acknowledges that the library may be used for official purposes only. The groups or organisations can nominate up to three people acting as their representatives, who can use the library on behalf of the group or society. In case this authorization is revoked, the library must immediately be notified in writing.
3. With his/her signature the user, guardian or legal representative acknowledges the Terms of Use including the Fees and Charges and agrees to the electronic storage of his/her data for the loan process and for statistical purposes. The applicable data protection laws will be respected. The e-mail addresses will be used for the purpose of forwarding the library newsletter and notifications to the user. By submitting his/her e-mail address, the user agrees to the receipt of the newsletter. Technical means to unsubscribe the newsletter are available. A transfer of personal data to third parties shall not take place.
4. Those users who are entitled to pay a reduced fee for the use of the library are requested to submit relevant proof at registration.
5. The E-Ausleihe (e-borrowing) facility may be used through the library home page by submitting an informal application. The access data are then sent to the user in writing.

§ 3 Library Card

1. Upon registration and payment of the corresponding fee in agreement with the Fees and Charges, the user will receive a library card.
2. The library card is temporary and can be extended.
3. The library card is not transferable and remains the property of the city of Potsdam.
4. The user is obliged to immediately report changes of his/her personal data or loss of the library card to the library.
5. A replacement card can be issued for a fee.
6. In the case of informal application for the E-Ausleihe (e-borrowing), no library card is issued.

§ 4 Check-out

1. Upon presentation of a library card, media can be checked out (borrowed) for a fixed loan period. Users are informed about the loan periods by means of notices posted in the library.

2. The loan period can be extended upon presentation of a valid library card, if no other reservation has been made. The extension period begins on the date of renewal. The extension options are posted on the library premises.
3. The extensions can be made on site, by telephone, by e-mail (verlaengerung@bibliothek.potsdam.de) or independently via the user account on the website www.bibliothek.potsdam.de. Technical problems regarding the online extension do not result in the cancellation of late charges arising there from.
4. The reference collections/information assets can not be borrowed. The library may exclude additional media permanently or temporarily from borrowing.
5. The number of borrowed media is limited to a total of 30 titles for children up to 16. Users aged 16 or older can check out up to 100 titles.
6. Items to be borrowed can be ordered for a fee.
7. Borrowed items may not be given to third parties.
8. Orders between library locations will be accepted for a fee.
9. The lending of media can be made dependent on the return of media for which one or several reminders were sent, as well as the fulfilment of existing payment obligations.
10. Before checking out the media, users must check their state and their integrity (completeness). Defects must be reported before leaving the library. If no defect or missing part is reported, the media are considered checked out completely.
11. When using self-checkout stations, the account must always be closed by entering "Exit" or "Check out".

§ 5 External Lending

1. Media not available at the library can be procured by external lending in accordance with the Lending Regulations of the Federal Republic of Germany for a fee. This fee is charged even if the order was unsuccessful. The library orders the media on behalf of the user.
2. Users aged 15 or older are entitled to the use of the interlibrary lending service.
3. In order to extend the loan period, users must contact the Interlibrary Loan Department.

§ 6 Consequences of Default

1. If the loan period is exceeded, a late fee is payable in accordance with the fees regulations.
2. If the medium is not returned 14 days after the end of the loan period, the user is obliged to procure an identical medium in addition to the payment of the late fee in accordance with § 6 subsection 1. If the user fails to submit an identical replacement medium within 14 days

of the end of loan period referred to in § 6 subsection 1, the library has a claim for damages in the amount of the replacement value of the medium.

§ 7 Use of the Internet, Wireless Network Service and Multimedia

1. The PC workstations, the Internet and wireless network service (WLAN or Wi-Fi) can be used free of charge for up to two hours daily by anyone with a valid library card. Minors under the age of 16, whose guardian or legal representative has not given his/her consent at registration, will be denied access to these facilities.
2. The user agrees to use the Internet, wireless network service and multimedia in a lawful manner. Surfing on web pages the content of which is dehumanising, racist, glorifying violence, right or left-wing radical or pornographic is prohibited. Violations lead to prosecution and to the exclusion from the use of the library.
3. The use of other software than that specified by the library is prohibited. No changes may be made to the computer system and network configurations of the library.
4. Wireless data transmission between hotspot and the user's wireless terminal device is unencrypted. The user himself or herself must arrange for the protection of the data against unauthorized access by third parties.

§ 8 Copyright

1. All users are obliged to abide by the copyright laws.
2. Copyright is to be respected, especially during Internet and multimedia use, such as copying and downloading of any kind of files from the internet.
3. From print media, copies can be made in compliance with copyright law.

§ 9 Treatment of Media, Liability

1. All media must be handled with care and be protected from loss, alteration, soiling and damage.
2. The user shall be liable for any intentional or negligent losses or damages to the checked-out media and for any other damage caused by him/her. The amount of compensation is determined by the replacement value of the medium. The claim for damages is void, if the user provides a replacement for the medium (identical medium) within one month after the loss or damage has occurred. In spite of this, the processing charge for the replacement can not be waived.
3. The registered user or his/her legal representative will be liable for damages due to the misuse or loss of the library card.
4. The user will be responsible for third party bookings at the self-checkout stations, if he/she has not closed his account according to § 4 subsection 11.

5. The library is liable for damage during the use of the library and its media, only if this is attributable to intent or gross negligence on the part of the library.
6. The user shall be liable for copyright infringement and indemnifies the library of third party claims.
7. Regarding the use of the internet and multimedia, the user will be liable for the following damages:
 - a. wanton damage to the PC such as the introduction of viruses by use of unauthorized storage devices
 - b. unauthorized access or destruction of programs or data
 - c. tampering with the hardware or software
8. The Library assumes no liability for any damage caused to the user's files, data storage devices or hardware in the context of internet and multimedia use. In addition, the library is not liable for the consequences of the user's activities on the internet.
9. The library is not liable for damage to the user's equipment that may occur due to the playing of audio-visual media of the library.
10. Furthermore, the library is neither liable for money, valuables and pieces of clothing, nor for loss and damage caused by unauthorized third-party intervention.
11. The library shall take appropriate measures to comply with legal provisions to protect minors in the use of online services.

§ 10 Behaviour in the Library

1. The instructions of the library staff are to be followed.
2. Each user is to behave in such a way that other users are not disturbed and the library operation will not be disrupted.
3. Smoking, eating and bringing animals are not allowed in the library.
4. Lockers are to be emptied by the closure of the library on the same day. The library reserves the right to empty any lockers not cleared at closing time. The removed objects will be treated as lost property.
5. The library staff does not have the duty to supervise unaccompanied minors.

§ 11 Exclusion of Users

1. Persons who violate the Terms of Use, especially by repeatedly exceeding the loan periods and/or fail to pay the costs incurred can be excluded from using the library. In such case the card must be returned.

2. Users under 18 with unpaid fees exceeding the amount of € 13, and users over 18 with unpaid fees exceeding 26 € may be excluded from further loans and/or other library services.

§ 12 Place of Jurisdiction

The place of jurisdiction is Potsdam.

§ 13 Other Matters

1. Changes in the Terms of Use shall be posted in the library.
2. Theft will be prosecuted.

§ 14 Entry into Force

1. These Regulations shall enter into force on 7 September 2013.
2. These regulations override all existing Terms of Use.