

## Scale of Fees and Charges

| Bücherhallen Card   |  | Cash           | Direct debit |
|---|--|----------------|--------------|
|   |  | annual         | annual       |
| <b>Children aged 0-8 years</b>  | can borrow all children's media pursuant to the German Youth Protection Act [JuSchG] from the children and sheet music section; borrowing limit: <b>15 media + e-media</b> (max. 3 console games)  | € 5.00         | € 3.00       |
| If entitled to the benefits of the education and participation package [Bildungs- und Teilhabepaket]  | <b>Proof required:</b> German Social Code [SGB] book II, book XII, housing benefit [Wohngeld], supplementary child benefit [Kinderzuschlag], section 2/section 3 German Asylum Seekers' Benefits Act [AsylbLG]   | free of charge |              |
| <b>Children &amp; young people aged 9-17 years</b>  | can borrow all media pursuant to the German Youth Protection Act [JuSchG] from the children and adult section; borrowing limit: <b>30 media + e-media</b> (max. 5 console games)   | € 8.00         | € 6.00       |
| If entitled to the benefits of the education and participation package [Bildungs- und Teilhabepaket]  | <b>Proof required:</b> German Social Code [SGB] book II, book XII, housing benefit [Wohngeld], supplementary child benefit [Kinderzuschlag], section 2/section 3 German Asylum-Seekers' Benefits Act [AsylbLG]   | free of charge |              |
| <b>Adults aged 18-26 years</b>  | can borrow all media; borrowing limit: <b>70 media + e-media</b> (max. 10 console games), incl. access during staffless opening hours  | € 23.00        | € 18.00      |
| <b>Adults aged 27 years and over</b>  | can borrow all media; borrowing limit: <b>70 media + e-media</b> (max. 10 console games), incl. access during staffless opening hours  | € 50.00        | € 45.00      |
| <b>Adults aged 27 years and over, discounted rate</b>   | <b>Proof required:</b> pupils, apprentices/trainees, students, BFD, FSJ, etc. and benefit recipients as defined in the German Social Code [SGB] book II (jobless benefits [ALG II]) and book XII, certificate of permission to reside [Aufenthaltsgestattung], residence permit unlimited in time [Aufenthaltstitel], temporary suspension of deportation [Duldung], proof of arrival [Ankunftsnachweis/BüMA], residence certificate if applicable in accordance with the German Asylum-Seekers' Benefits Act [AsylbLG]<br>can borrow all media; borrowing limit: <b>70 media + e-media</b> (max. 10 console games), incl. access during staffless opening hours | € 20.00        | —            |
| <b>Service Card</b>   | <b>Proof required:</b> Confirmation of the postal address of a co-operating day facility in Hamburg<br>Holders can borrow all media / maximum borrowing period: 3 media + eMedia, incl. access during unstaffed hours  | € 5.00         |              |
| <b>Day ticket</b><br>(valid for one day only, excluding FlexiBib)   | can borrow all media; borrowing limit: <b>1x3 media + e-media</b>  | € 3.00         |              |
| <b>Registration fee (18 years and over)</b>   | one-time fee applicable to all types of Bücherhallen cards   | € 1.00         |              |
| <b>Replacement card</b>   | applicable to all Bücherhallen cards   | € 3.00         |              |
| <b>Note on the direct debit procedure: To terminate the direct debit procedure, you must give six weeks' notice prior to the date the annual fee is due</b><br>More information is available at: <a href="http://www.buecherhallen.de/agb.html">www.buecherhallen.de/agb.html</a> |  |                |              |

| Overdue charges per each day the library is open and per media unit | Adults, 18 years and over | Children & young people under 17 |
|---|---------------------------|----------------------------------|
| Per media unit  | € 0.50                    | € 0.20                           |
| Maximum charge per media unit                                       | € 10.00                   | € 3.00                           |
| 1st reminder  |                           | € 2.00                           |
| 2nd reminder  |                           | € 6.00                           |
| 3rd reminder (claim)  |                           | € 12.00                          |

| General fees and charges   |                                       |
|--|---------------------------------------|
| Media replacement: cost of similar new media as listed in the Bücherhallen catalogue plus administrative fee | Cost of similar new media plus € 5.00 |
| Inter-loan service / reservation fee per media unit  | € 2.00                                |
| Reimbursement of costs incurred to determine the address   | € 15.00                               |

| Borrowing periods                    |                          |
|--------------------------------------|--------------------------|
| e-media                              | as per the licence terms |
| Per media unit                       | 4 weeks                  |
| Bestseller service (€ 2.50 per item) | 2 weeks (one-time)       |

# GENERAL TERMS AND CONDITIONS (GTC)

Effective as of 01 April 2024

First version



[www.buecherhallen.de](http://www.buecherhallen.de)  
Social Media @buecherhallen

Bank Account

Hamburger Sparkasse  
IBAN: DE97 2005 0550 1283 1226 28

Service 040 / 42 60 60 • E-Mail: [service@buecherhallen.de](mailto:service@buecherhallen.de)

Stiftung Hamburger Öffentliche Bücherhallen  
Hühnerposten 1 • 20097 Hamburg



## GENERAL TERMS AND CONDITIONS (GTC)

### § 1 GENERAL INFORMATION

- 1) Stiftung Hamburger Öffentliche Bücherhallen (“Bücherhallen Hamburg”) [Hamburg Public Libraries] is a public library foundation under civil law having legal capacity. The purpose of the foundation is “to operate a high-quality system of public libraries in the Free and Hanseatic City of Hamburg for the storage and communication of standard library media as well as to act as a partner for individuals and educational institutions to serve their reading, learning, personal and educational interests. At the same time, it serves as a place for cultural exchange and a pillar of socio-cultural work at the district level”.
- 2) Bücherhallen Hamburg reserves the right to put in place special general terms and conditions for the use of individual Bücherhallen libraries that shall have priority over these GTC.

### § 2 REGISTRATION

- 1) If you want to borrow media for the first time, you need to register in person and present a valid identity card or passport (original). If your identity document does not show any address, you must present an official certificate of residence.
- 2) Children and young people up to and including 15 years of age must produce the identity documents mentioned in § 2(1) above as well as the written consent of a legal representative or a person authorised to represent them to the library staff in person. On registration you and your legal representative respectively accept/s the terms of these GTC.
- 3) After you have registered, you will receive a Bücherhallen card which is not transferable. If you lose your Bücherhallen card, you must report the loss to Bücherhallen Hamburg immediately. Bücherhallen Hamburg will then block your Bücherhallen card.
- 4) As the registered cardholder you are responsible for any damage or losses caused by misuse of the Bücherhallen card. To have your Bücherhallen card replaced, you must present the identity documents mentioned in § 2(1) above again.
- 5) You must notify Bücherhallen Hamburg of any change of address without delay.
- 6) The service usage relationship [Nutzungsverhältnis] between Bücherhallen Hamburg and you that governs the borrowing of media and the use of other Bücherhallen Hamburg services is limited in time. The service usage relationship starts upon registration. It will continue for

as long as you pay the service fee for the period of time defined in the Scale of Fees and Charges in force unless the service usage relationship is terminated.

- 7) After termination of the service usage relationship, you must register anew.

### § 3 TERMS OF BORROWING

- 1) You can use your valid Bücherhallen card - on request you must produce proof of identity - to borrow media for your personal use. The borrowing periods are listed in the Scale of Fees and Charges in force.
- 2) You cannot borrow any media for third parties or have third parties borrow them. That applies in particular to adults who wish to borrow media on their own children's or their partner's Bücherhallen card. Valid authorisations [Vollmacht] may be accepted on a case-to-case basis where justified.
- 3) You can only borrow a limited number of media at any one time. The borrowing limits are stated in the Scale of Fees and Charges in force. You must return the media by the due date stated at the time of loan. Some media items must remain in the library; they cannot be borrowed.
- 4) You can extend the borrowing period prior to the expiry of the initial borrowing period unless other library users have reserved the media. Holders of valid Bücherhallen cards can renew the items on loan twice. The maximally permissible number of renewals of sheet music is four. Renewal periods count from the date of renewal, not from the last day of the respective borrowing period.
- 5) You can renew items on loan yourself on the internet at [www.buecherhallen.de/login.html](http://www.buecherhallen.de/login.html) or via the Bücherhallen app. The unavailability of the online renewal option due to technical problems does not release you from the obligation to pay overdue charges caused by the unavailability.
- 6) If the item you need is currently on loan or not available in a district Bücherhallen library but in the Bücherhallen Hamburg system, you can make a reservation. Reservation services may not be available at some district libraries and/or for some types of media. A reservation charge applies. You can reserve items on the internet, via the Bücherhallen app or in person at all of Hamburg's Bücherhallen libraries.

### § 4 SERVICE FEE

- 1) The use of Bücherhallen Hamburg's library services is chargeable. The service fees are listed in the Scale of Fees and Charges in force (see reverse page). You can pay the service fee by direct debit or directly at the library.
- 2) If you opt for the SEPA direct debit option, the service fee will be debited annually to your account. If you use the

direct debit procedure, Bücherhallen Hamburg will charge a reduced service fee. If you want to revoke your direct debit scheme, you must inform Bücherhallen Hamburg in writing latest one day before the fee is due to be debited to your account. Revocation of the direct debit scheme does not terminate your contractual relationship with Bücherhallen Hamburg. To terminate your participation in the direct debit procedure, you must give us written notice at least six weeks prior to the date your annual service fee is due either directly at a Bücherhallen library, by letter or by email.

### § 5 OVERDUE CHARGES, COLLECTION OF OVERDUE CHARGES

- 1) An overdue charge is applied to media which are not returned by their due date (including delayed renewal). If media are lost, overdue charges apply from the due date stated at the time of loan up to the date you report the loss. When you have accumulated the maximum overdue charge (as defined in the Scale of Fees and Charges in force), you will (usually) be sent up to three written reminders. Reminder fees apply in addition. If you do not return the media within the time limit set in the second reminder letter, you must pay compensation for the value of the media concerned as well as a lump sum administrative fee in accordance with § 7(3) of these GTC upon receipt of the third reminder. Please note that Bücherhallen Hamburg is not obligated to send you pre-overdue reminders. Overdue charges must be paid even if you have not received any written reminders.
- 2) Overdue charges will be charged in accordance with the Scale of Fees and Charges in force. If you do not pay the overdue charges and/or settle other claims, we reserve the right to take legal action (collection agency) against you.
- 3) You can make a media reservation deposit in person at any Bücherhallen library; deposits of 10, 20, 40 or 60 euros are possible. The deposit can only be used for the reservation of media. The service is not available for day care (Kita) cards, school cards (personalised) and Bücherhallen day tickets. The account holder can ask for the credit balance to be paid out to him or her against presentation of an identity card or passport. The legal claim to the media reservation deposit ends three years after termination of the service usage relationship when the personal data will be erased.
- 4) If your Bücherhallen account shows outstanding fees or



charges, we will block your Bücherhallen account on the following day, and you will not be able to renew or reserve items, including digital offerings.

- 5) Legal representatives may at any time reduce the borrowing limit on their children's Bücherhallen cards or exclude certain types of media from borrowing to limit the risk of incurring overdue charges.
- 6) If you enter an email address in your Bücherhallen account, Bücherhallen Hamburg will send you a pre-overdue reminder email. If you do not return the media by their due date, you must pay overdue charges simply because the borrowing period has expired. The charges are due irrespective of whether you have received a pre-overdue reminder by email or not. Not receiving the email does not release you from your obligation to pay overdue charges. You are obliged to keep your email address up to date to ensure that you will receive the email. If your provider's spam filter identifies the email sent by Bücherhallen Hamburg as spam, you may need to put Bücherhallen Hamburg on your provider's whitelist (list of approved senders). Bücherhallen Hamburg is under no obligation to prove that the email was indeed sent.

#### § 6 CHILD AND YOUTH PROTECTION, HANDLING OF MEDIA

- 1) To ensure an effective level of protection of minors, the media children and young people can borrow is restricted. Though Bücherhallen Hamburg has measures in place to protect minors (technical control of age limits through voluntary self-monitoring (FSK)), legal representatives/legal guardians must check whether the media, in particular the books and films their children wish to borrow are suitable.
- 2) You must handle the media with care and ensure that they are not defaced, altered (markings in the text, etc.), damaged, destroyed or lost.
- 3) In your own interest you should, when you borrow items, check whether they are defaced, incomplete (e.g. missing parts (see media label)) or damaged and if so, report it immediately. If you do not report it, the burden of proof that the item was already damaged when you borrowed it lies with you.

#### § 7 YOUR LIABILITY FOR DEFACED, ALTERED, INCOMPLETE, DAMAGED, DESTROYED OR LOST MEDIA

- 1) If items are defaced, altered, incomplete, damaged, destroyed or lost, you will be held liable for any damage caused.
- 2) Even if only parts of multi-part media as well as inserts

and similar are missing, this will still be deemed to be a loss. You must report the loss of media to Bücherhallen Hamburg immediately.

- 3) The compensation due for loss or damage is determined based on the cost of similar new media as shown in the Bücherhallen Hamburg catalogue plus an administrative fee defined in the Scale of Fees and Charges in force. Providing a media replacement copy as compensation is excluded.

#### § 8 BÜCHERHALLEN HAMBURG'S LIABILITY

- 1) Bücherhallen Hamburg accepts no liability for damage caused by defective data carriers. You use the power sockets in the Bücherhallen Hamburg premises at your own risk.
- 2) You will be liable for any copyright infringements and violations of regulations relating to personality rights that may occur while the media are in your possession.

#### § 9 SPECIAL PROVISIONS FOR LIBRARY SELF-SERVICE

- 1) All Bücherhallen Hamburg libraries (except for the library buses) now feature self-service machines where you can borrow and return items.
- 2) If you use the self-service machines, you must always press "Beenden" (log-out) before you leave the station. If you do not log out and other customers use your account to check out items, you will be held liable for any damage caused.
- 3) At some of our libraries you can return media via return stations outside of staffed opening hours.
- 4) Many Bücherhallen libraries offer staffless library services outside of regular opening hours. Customers aged 18 years and over can use their valid Bücherhallen card to enter the library via an entry terminal. Minors must be accompanied by adults if they want to visit the library when no staff is on site. Video surveillance is in place during staffless hours.
- 5) To make payments, you can use the pay machine that is available at almost any Bücherhallen library.

#### § 10 CODE OF CONDUCT, EXCLUSION

- 1) On entering our libraries, you agree to abide by Bücherhallen Hamburg's Code of Conduct [Hausordnung] ([www.buecherhallen.de/ueber-uns.html](http://www.buecherhallen.de/ueber-uns.html)). If you do not observe the rules, we may ban you from using all Bücherhallen libraries and block your Bücherhallen card. We will also not refund any service fees you may have already paid.
- 2) Any infringement of our GTC will result in your Bücherhallen card being blocked.
- 3) Legal representatives and guardians are responsible for the children in their care even after entering the library.

They are responsible for the children's actions in their care as provided for by law, and they are obligated to meet their duty to supervise.

#### § 11 TERMINATION OF THE SERVICE USAGE RELATIONSHIP

- 1) The service usage relationship between you and Bücherhallen Hamburg ends when
  - you terminate it (service fees already paid will not be refunded);
  - the period for which the service fee was paid is over;
  - Bücherhallen Hamburg terminates the service usage relationship for cause because you did not abide by the library's code of conduct or for other reasons.
- 2) Existing obligations (e.g. reminder fees and overdue charges) remain in effect upon termination of the service usage relationship.

**IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE GERMAN AND THE ENGLISH VERSION, THE GERMAN VERSION SHALL BE DEFINITIVE.**

#### DATA PRIVACY POLICY OF STIFTUNG HAMBURGER ÖFFENTLICHE BÜCHERHALLEN PURSUANT TO ART. 13, 14 OF THE GENERAL DATA PROTECTION REGULATION (GDPR)

##### A. YOU CAN CONTACT THE CONTROLLER AND THE DATA PROTECTION OFFICER AT:

Controller (Responsible for Data Protection):  
Stiftung Hamburger Öffentliche Bücherhallen  
(Bücherhallen Hamburg), Hühnerposten 1, 20097 Hamburg

Data Protection Officer:  
Dr Uwe Schläger, datenschutz nord GmbH  
Konsul-Smidt-Str. 88, 28217 Bremen  
E-Mail: [office@datenschutz-nord.de](mailto:office@datenschutz-nord.de)

##### B. DATA PROCESSING

###### 1. PROCESSING OF YOUR PERSONAL DATA

For Bücherhallen Hamburg to be able to offer its services (borrowing, returning and reserving items, doing research, etc.), you must register and enter into a user agreement with Bücherhallen Hamburg. Bücherhallen Hamburg processes your personal data collected upon registration to offer its services. In particular we collect the name,

address and other contact data required to communicate electronically with you, the date of birth, gender (male, female, diverse) and service fee category. If you are under 18, we will store your legal representative's personal data in your Bücherhallen account in addition to the personal information mentioned above. We need to process your personal data to fulfil the service usage relationship with you. The data are processed on the basis of the provisions of Art. 6(1) 1st sentence b) of the GDPR. We need you to state your date of birth because the restrictions laid down in the Bücherhallen Hamburg GTC apply to persons under 18 years of age. Your Bücherhallen card does not store any personal data. Your personal data will be erased two years after the service usage relationship has been terminated unless the legally prescribed retention periods for customer data are longer or the data are needed to claim outstanding payments or assert other claims.

#### **PROCESSING OF MEDIA DATA**

Bücherhallen Hamburg stores the titles of the media you borrowed (hereinafter referred to as "media data") in your Bücherhallen account for a short period of time to meet its obligations under the agreement. The media data will be stored in your Bücherhallen account irrespective of whether you borrowed the media from the library staff or using self-service machines. Such storage is based on Art. 6(1) 1st sentence b) of the GDPR. When you return the media, all media data will be erased from your Bücherhallen account. To answer potential queries, we can determine the previous borrower's Bücherhallen card number based on media titles for 28 days. To enable us to find out who may have lost or damaged media, media data will be stored digitally for one year.

#### **PROCESSING OF DATA IN CONNECTION WITH THE DIRECT DEBIT PROCEDURE**

If you use the direct debit procedure to pay the service fee, Bücherhallen Hamburg will process the name, IBAN and BIC as well as your signature if applicable. The data collected in connection with the direct debit procedure will only be used to process the payment, ie on the basis of the direct debit authorisation granted under the direct debit mandate. The above-mentioned personal data collected to process the payment are processed on the basis of Art. 6(1) 1st sentence b) of the GDPR. The data will be retained for the duration of the service usage relationship and deleted after its termination.

#### **PRE-OVERDUE REMINDER EMAIL**

If you provide us with your email address upon registration or later, the address will be used for the purposes mentioned in item B. 1. above as well as to remind you that your borrowed items are due for return soon. The legal basis for sending reminder emails is Art. 6(1) 1st sentence b) of the GDPR. The email address will be deleted two years after termination of the service usage relationship.

#### **VIDEO SURVEILLANCE DURING STAFFLESS OPENING HOURS**

Outside of staffed opening hours you can use your Bücherhallen card to enter selected Bücherhallen libraries. Bücherhallen Hamburg uses video cameras only during staffless opening hours. If you enter the library during staffless opening hours or remain in the library after the staffed opening hours are over, certain areas will be video-taped during your visit. Having video surveillance in place is in the legitimate interest of Bücherhallen Hamburg. It exclusively serves to prevent and investigate criminal offences as well as to investigate claims against or raised by Bücherhallen Hamburg. The legal basis for having video surveillance in place during staffless opening hours is Art. 6(1) 1st sentence b) of the GDPR. The personal data collected through video surveillance will be stored for not longer than 72 hours. If there is reason to suspect that a criminal offence has been committed or claims against Bücherhallen Hamburg are made, the video surveillance material and the personal data collected can be retained for as long as needed to investigate or enforce the claim.

#### **USE OF THE WEB PORTAL, E-MEDIA AND VIDEO CONFERENCE SYSTEMS**

More detailed information about how we process data when you use Bücherhallen Hamburg's internet services, e-media and video conference systems is available at [www.buecherhallen.de/datenschutz.html](http://www.buecherhallen.de/datenschutz.html) and [www.buecherhallen.de/datenschutz-buecherhallen-portal.html](http://www.buecherhallen.de/datenschutz-buecherhallen-portal.html).

#### **C. TRANSFER OF CUSTOMER DATA TO THIRD PARTIES**

With regard to the data processing activities mentioned above Bücherhallen Hamburg only transfers your personal data to third parties as part of the direct debit procedure, namely to service providers that are involved in the direct debit procedure. As to the transfer of customers' personal data relating to the use of web portal, e-media and video conference systems, we refer to the links provided.

#### **D. YOUR RIGHTS**

Under the GDPR you have the following rights in relation to the processing of your personal data: You have the right to request from us, the controller, access to your personal data, the right to rectification of inaccurate personal data or to erasure of your personal data if your request is based on one of the grounds set forth in Art. 17 of the GDPR, e.g. if your data are no longer needed for the purposes they were collected for. You also have the right to restriction of processing if one of the provisions of Art. 18 of the GDPR apply, and pursuant to Art. 20 of the GDPR you have the right to data portability. If we collect data based on the provisions of Art. 6(1) f) of the GDPR (data processing to pursue legitimate interests), you have the right to object at any time to the processing of your personal data on grounds relating to your particular situation. Bücherhallen Hamburg will then stop processing your personal data unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms or the processing of the data is necessary to assert, exercise or defend against legal claims.

#### **RIGHT TO LODGE A COMPLAINT WITH A SUPERVISORY AUTHORITY**

You have the right to lodge an objection with a supervisory authority if you believe that the processing of your personal data is in breach of the data protection laws. You can exercise your right to lodge an objection in particular with a supervisory authority in the Member State you habitually stay in or at the place of the alleged infringement. The supervisory authority in charge in the federal state of Hamburg is the Hamburg Office of Data Protection [Der Landesbeauftragte für den Datenschutz Hamburg].