

Terms and Conditions of Use

for the Public Library of the City of Stuttgart

Last amended on 14.03.2019 (Official Gazette No. 12 dated 21 March 2019)
See also footnote Schedule of Fees §6 and §10

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dated 2 November 2018.

On the basis of §§ 2, 13 and 14 of the Community Charges Act and § 4 of the Communal Code for Baden-Wuerttemberg in its currently valid version, the Municipal Council of the City of Stuttgart has decided on the following Terms and Conditions of Use for the Public Library of the City of Stuttgart and laid them down as its statutes on 25 October 2018:

§ 1 General

(1) The Public Library of Stuttgart is a public institution of the City of Stuttgart and encompasses the Public Library situated at the Mailänder Platz with all its departments, the district public libraries in the various local districts of Stuttgart and the mobile library.

(2) The opening times are published in the usual way.

(3) The provisions governing these Terms and Conditions of Use apply to all audiovisual, digital, electronic and print media being part of the offer of the Public Library of Stuttgart as well as the graphics and all aids for the use of media.

§ 2 Use

The Public Library of Stuttgart may be used by anybody.

§ 3 Registration/Library Card

(1) The borrowing of media and devices and the use of the digital offerings is subject to a non-transferrable library card issued upon application and presenting a valid photo ID with an official proof of address. Online registration for a library card is also possible provided that the applicant is of legal age. The polygoCard may be used as a library card after successful activation.

(2) The borrowing of media and the use of digital offerings are only possible with a valid library card.

(3) Any changes of address or loss of the library card have to be reported to the Public Library of Stuttgart immediately. In the case of loss of the card, a replacement card shall be issued upon presentation of an official photo ID for a fee.

(4) If the user does not report loss of her or his library card at once, she or he shall be liable towards the City of Stuttgart for all damages occurring in connection with the loss of the library card.

(5) The City of Stuttgart assumes no liability for the funds stored on the card in the case of loss, theft or improper use of the card.

§ 4 Processing of Personal Data

In connection with registration and making use of the services offered by the Public Library of Stuttgart, the City of Stuttgart collects, processes electronically and stores the following data: family name, given name(s), date of birth, gender, address, in the case of minors, the address of the guardian registered as principal address (§ 11 Civil Code) as well as the borrowed media and devices. Regarding information to be supplied where the data have been obtained from the data subject according to Article 13 EU General Data Protection regulation, reference is made to the Data Privacy Statement of the public library to be found on the internet at the following address:

www.stuttgart.de/stadtbibliothek/datenschutzerklärung

§ 5 Borrowing

(1) The borrowing period amounts to four weeks and to eight weeks in the case of graphics. The management of the public library may set and announce special borrowing periods for individual types of media and in special cases.

(2) Accordingly identified media and devices are not available for home borrowing.

(3) The borrowing period may be extended upon request if the borrowed medium has not been reserved. Any extensions shall be valid as from the date of receipt of the extension request and are considered as new borrowing period. If a request for extension is received after the original borrowing period has elapsed, the fine due is calculated until this day, and the media are then borrowed anew if no reservations exist in connection with the relevant media.

(4) Media borrowed may be reserved for a fee.

(5) The borrowing of media, reservations and extensions may be restricted by the management of the Public Library.

(6) The Graphothek may only be used by users aged 14 and above.

§ 6 Staying at the Premises of the Public Library, Use of the Public Library of Stuttgart, Exclusion from Use

(1) The Terms and Conditions of Use, the House Rules displayed and the instructions given by the personnel of the library apply to staying at the premises and using the Public Library of Stuttgart. In the event of infringements, withdraw of the access to the library or a temporary or permanent exclusion from use of the library may be implemented. Upon suspicion of the violation of valid laws, immediate withdrawal of the access to the library takes place and criminal charges are filed. In this case, the card may be blocked temporarily.

(2) During the stay in the libraries, bags and folders brought along have to be locked in cabinets if these are available for such purposes. No liability whatsoever is assumed for valuables. The Public Library shall only be liable for the wardrobe in the case of intentional or gross negligence of the library personnel. The routes of escape and emergency doors have to be kept clear at all times.

(3) Each user has to take responsibility for safeguarding her or his own property and the media and devices borrowed. This shall apply in particular if the user temporarily leaves her or his workplace / reading place.

(4) Posters and other information material may only be hung up or distributed in the library with the consent of the management of the library by the personnel of the library or the persons instructed by the library to do so. This restriction also applies for the outdoor areas assigned to the library.

(5) It is not allowed to take animals inside the library. Excluded from this restriction are accordingly identified guide and assistance dogs for handicapped people.

(6) The management of the public library may lay down and publish special terms and conditions for use and restrictions of use for technical and spatial equipment. Publication shall be made in the form of notices.

§ 7
Treatment of Media, Copyright and Liability

(1) All media and devices have to be handled with care. The user is liable for damages caused culpably which make further use partially or totally impossible, and he will also be held liable for any losses. Until reimbursement has been made, the relevant users may be excluded from borrowing further media, the extension of the borrowing period and use of the digital offerings.

(2) The provisions of the copyright law and the licensing rights have to be adhered to.

(3) The Public Library of Stuttgart assumes no liability for proper functioning of devices and programs. In particular, the Public Library cannot be held liable for consequential damages resulting from use.

§ 8
Internet Use

(1) The Public Library of Stuttgart does not warrant that access to the Internet is possible at any time. In addition to this, no liability whatsoever is assumed for the contents and availability of offers made by third parties on the Internet.

(2) Each user always stores the data under her or his own risk. The Public Library of Stuttgart does not assume any liability for any misuse of the personal data of the user or for unauthorized access, exploitation, reproduction, modification or deletion of personal data.

(3) The user engages to adhere to the legal provisions of the criminal law and the law for the protection of children and adolescents and not to use or disseminate illegal information when using the DP workplaces as well as via the WLAN. Calling up illegal contents (e.g. pornographic or racist contents and contents glorifying violence) on the Internet is prohibited.

(4) The user engages to assume any costs for damages when passing on her or his access authorization.

(5) It is prohibited to call up or use commercial and chargeable contents when using the PC workplaces.

(6) The library shall not assume any liability:

- for the consequences resulting from violations of the copyright by the user
- for consequences resulting from contractual obligations existing between users and Internet providers
- for damages resulting to a user on the basis of erroneous contents of the media used by her or him
- for damages resulting to the files or media carriers of users through the use of the working places and media offered by the public library
- for damages resulting to the user from data misuse of third parties owing to insufficient data protection on the Internet

(7) Changes made to the system and network configuration of servers and PCs are not permitted. In the case of damages, the Public Library of Stuttgart reserves the right to claim compensation for damage and to initiate criminal proceedings.

(8) In the case of misuse, in particular when violating valid legal provisions, the Public Library of Stuttgart may exclude certain persons from using the Internet places.

§ 9
Fees

(1) The Public Library of Stuttgart charges fees for the borrowing of media and devices, the use of digital offerings as well as any aids for using the media. These fees shall apply as from the due date for the duration of one year or one month, as applicable. The management of the Public Library of Stuttgart may decide in exceptional cases on deviations from the period of validity. Children and adolescents under the age of 18 are exempted from paying these fees.

(2) The type and amount of usage fees, further expenses and administrative charges as well as reimbursements of costs and remunerations and also exclusion from further use of the library owing to arrears in the payment of fees are as shown in the Schedule of Fees attached to these statutes.

§ 10
Entry into Force and Transitional Arrangements

(1) These statutes (including the Schedule of Fees attached) shall enter into force on 1 January 2019. At the same time, the Terms and Conditions of Use for the Public Library of the City of Stuttgart dated 1 December 2011 (published in the Official Gazette of the City of Stuttgart No. 49 dated 8 December 2011) including its attachments (Schedule of Fees and Directory of the Public Library of Stuttgart) are no longer valid.

(2) Borrowings are carried out according to the Terms and Conditions of Use valid at the relevant time.

Schedule of Fees

Attachment to the Terms and Conditions of Use for the Public Library of the City of Stuttgart

Attachment to the Municipal Law 3/18
Published in the Official Gazette of the City of Stuttgart No. 44 dated
2 November 2018

§ 1

Usage Fees, Remunerations according to the Federal Act on the Reuse of Public Sector Information (IWG)

(1) The annual usage fees according to § 9 of the Terms and Conditions of Use amount to 20 euros, the monthly usage fees amount to 4 euros and becomes payable upon issue of the library card or the extension of this card.

(2) For making use of information provided within the framework of the Federal Act on the Reuse of Public Sector Information (IWG), a remuneration has to be paid. Calculation of the remuneration is based on § 5 Para. 4 IWG.

§ 2

Reductions and Discounts

(1) Children and adolescents under the age of 18 are exempted from the usage fees.

(2) According to § 1, the holders of the so-called Bonuscard + Kultur cards issued by the City of Stuttgart receive a discount on the fees amounting to 50 percent.

§ 3

Fines

(1) If the borrowing period according to § 5 Para. 1 of the Terms and Conditions of Use has been exceeded, a fine amounting to 0.80 euros has to be paid after the second working day following expiry of the borrowing period for each medium per week, as from the fourth week, a fine amounting to 1 euro has to be paid for each medium per week, however, at the most 15 euros for each medium borrowed. The fine is payable irrespective of the fact whether the Public Library of Stuttgart has provided a reminder.

(2) In connection with the first reminder for returning the borrowed media - in addition to the fines mentioned in Para. 1 - a processing fee amounting to 1 euro is charged. For each further reminder - in addition to the fines stated in Para. 1 - a processing fee amounting to 2 euros is charged.

(3) Media which have not been returned by the user after the borrowing period has elapsed, may be charged. When doing so, a processing fee in addition to the fees according to Para. 1 (Fines) and Para. 2 (Processing Fees) as well as when issuing an invoice according to § 8 (Media Replacement) amounting to 25 euros shall be payable. Furthermore, the costs resulting from the default actions taken have to be borne by the user.

§ 4

Insurance Fees

When borrowing graphics, an insurance fee amounting to 2.50 euros for each graphics and standard borrowing period has to be paid. The management of the Public Library of Stuttgart may determine a separate insurance fee for articles for media use published by means of a notice. When extending the borrowing period, the insurance fees have to be paid anew. The insurance will, however, not provide coverage in case of malicious intent or gross negligence on the part of the borrower.

§ 5

Fees for Issuing a Replacement Library Card, Damages, etc.

When issuing a replacement library card owing to its loss, theft or damage occurring in connection with digital readability, fees amounting to 3 euros are charged. If the media are damaged or soiled, replacement costs to be determined in each individual case have to be paid.

§ 6

Reservations, Borrowing Criteria, Return of Media

(1) The fees for any reservation amounts to 1 euro for each medium and is payable as from the provision for the user by the Public Library of Stuttgart.

(2) If any medium is ordered from another institution of the Public Library of Stuttgart, the fees amount to 1 euro for each medium. The fees also include the transport of the medium to and from any other institution.

(3) All media, except for graphics, can be returned at any institution of the Public Library of Stuttgart, with the exception of the mobile library of Stuttgart. *

*The service charges for the transport of the media were deleted, therefore the second sentence is no longer printed.

§ 7

User Account and Exclusion from Use

(1) The Public Library of Stuttgart charges for the provision of its services according to this Schedule of Fees. The fees are shown on the user account. The balance may be retrieved by the user on her or his user account at any time.

(2) If the balance of the user account is higher than 24 euros, the user is excluded from further use. In the case of children and adolescents under the age of 18, the exclusion from use is carried out when the balance of the account has reached 10 euros.

§ 8

Media Replacement

(1) In case of loss or irreparable damage, a processing fee amounting to 3 euros for each medium is charged in addition to the replacement fees for the relevant media. If the medium is replaced by the user with a new medium, the processing fees shall not be applicable.

(2) The replacement fees are determined taking the purchase price and the current value of the medium into account. For media having an antiquarian value, the costs for replacement are determined accordingly and are charged to the user.

§ 9

Reimbursement of Costs

The management of the Public Library of Stuttgart may lay down the reimbursement of costs for the provision of special services (copies, printouts etc.). These costs are published by notification in the relevant institutions and on the homepage of the Public Library of Stuttgart.

§ 10

Exemption Clauses**

The management of the Public Library of Stuttgart may waive the payment of fees for certain groups of persons for using the public library.

**§10 was redrafted.