

Geisenheim University - Library Terms of Use

“House Rules”

§ 1

Services

The Library of the Geisenheim University, hereafter referred to as Library, provides conventional and electronic resources for science, studies and research at the Geisenheim University. As a scientific library the Library is open to the public for educational training and scientific research. For this reason it provides relevant information and loans books and other media.

§ 2

Entitlement to library use, membership

1. All employees of the Geisenheim University are entitled to membership. Furthermore, all natural or legal persons are entitled to membership as far as they are able to observe these terms and directives. Membership is prerequisite for borrowing media and will be granted after application. Applying for membership requires a valid ID-Card or Passport along with a registration certificate. All residencies have to be submitted. If present the Student-ID-Card or Geisenheim-Library-ID-Card has to be submitted.
2. Membership can be granted time-limited. Commissioned representatives of legal persons have to submit authorization when borrowing media.
3. Changes of the name and/or address as well as the loss of the library card have to be submitted instantly. The user is liable for all damages caused by the misuse of the library card if not submitting its loss.
4. By entering the library the user recognizes and accepts these terms and conditions. Users not borrowing media do not need to apply for membership.
5. The applicant receives a library card after successful application. In case of Student-ID-Card holders the ID-Card will be activated. A library card or an activated Student-ID-Card, hereafter referred to as library card, entitles the user to borrow media and use the publicly accessible computers. The library card is non-transferable and has to be presented when borrowing media or upon request.

§ 3

General conditions of library use and borrowing media

1. Anyone entering the library is considered user. Library members are users with the principal privilege to borrow media.
2. In principal, every library member can borrow books and other media for use outside the library.

Certain items are excepted from loan:

- Newspapers;
- Books of reference,
- Loose-leaf collections; and

- Reference collections.

Furthermore, the use of certain media can be limited to usage within the library.

3. The user has to check the condition of the media to be borrowed. In case of damages the Library's personal has to be notified instantly. If not notified, the Library's personal assumes that the media was handed out in good or perfect condition.
4. It is strictly forbidden to hand over any borrowed media to a third person. It is the researcher's obligation to determine and satisfy copyright laws, personal rights of the individual or other use restrictions when publishing or otherwise distributing materials found in the Library's collections.
5. Borrowed items have to be treated with care, protecting the items condition.
6. The user is obligated to return borrowed items on schedule.
7. To interlibrary-loans the provisions of the Interlibrary-loan decree shall apply.
8. The Library is not liable for any damage, and specifically not for direct or indirect consequential damage, loss of data and loss of profit, arising from the use of electronic storage devices (e.g. hard drive disks, USB-sticks) or other items in the possession or ownership of the user or a third party.
9. Attempted theft or vandalism will be taken seriously and reported to the appropriate authorities.

§ 4

Loan period

1. The loan period usually is four weeks, 20 opening days. It can be renewed twice for four weeks each, if no other user has reserved or preordered the very item. Media can be renewed at the library's front desk, by phone or E-mail. Acceptance of the renewal has taken place when the user receives a positive response to the request. After the second renewal the item must be returned.
2. The loan period for training media usually is 85 opening days.
3. Items of the reference collection are subject to a shortened loan period.
4. The maximum number of items to be borrowed by one user is 30. Exceptions can be made upon request.

§ 5

Reservations / Preorders

Lend media can be reserved or preordered for borrowing.

§ 6

Fees and Charges

1. Using the Library is generally free of charge.
2. Fees or fines are charged for:
 - library card replacements;
 - overdue notices (1. Letter containing overdue notice; 2. Letter containing overdue notice; 3. Letter containing overdue notice and enforcement of foreclosure proceedings).

3. Fees, fines, expanses and any other charges are levied based on and calculated according to the valid administrative costs order of the Hessian Ministry for Science and Art and the general administrative costs order. The enforcement of fees, fines, expanses or any other charges is set in accordance with the Hessian Administrative Enforcement Act of December 12th 2008 (GVBl. I 2009, 2) in its valid version. (Latest amendment: 29. November 2010 (GVBl. I S. 421, 425))

§ 7

Overdue notices

1. Once the loan period has expired and the media has not been returned or being renewed upon request the borrower receives an overdue notice by mail pointing out all applying charges. By sending the first overdue notice a period of grace is established. With expiration of the grace period a second overdue notice will be send showing recent and additional charges. This final notice establishes a final expiration period. After that period an enforcement actions notice in accordance with the Hessian Administrative Enforcement Act of December 12th 2008 (GVBl. I 2009, 2) in its valid version will be send and enforced.
2. Charges for the 1st, 2nd and 3rd overdue notice include the costs for drafting and sending the notice, furthermore, for entering the amount due into the Library's database. Overdue notices will be sending to the last known address of the user. The risk of not receiving these notices is on the user. Until the amount due has been fully paid, no further media will be lend to the user.

§ 8

Liability

Compensation has to be paid for property of the Library which is lost or damaged under the care of the user. Underlining, marking and making notes are considered as damages to media. The kind and level of compensation is to its best judgment at the discretion of the Library.

§ 9

Revision of the library's collection

The library's collection can be reclaimed at any given time for revision purposes.

§ 10

General responsibilities of library users

1. Library users are obliged to adhere to the terms of use and the instructions of the Library's personnel as well as to the general rules of social behavior with given respect to other users.
2. It is strictly prohibited to smoke, eat and drink. Carrying along animals of any kind and size is not allowed.
3. All luggage as well as coats, jackets and umbrellas must be locked into the lockers or being put into the coat rack at the library's entrance. All lockers as well as the coat rack have to be emptied till closing. The Library is not responsible and cannot being held liable for any loss or damage caused by a third person. The Library's liability is limited to intent and gross negligence.

When leaving the library the user is obliged to show all items carried out to library's personnel. The library's personal is authorized to conduct security checks as far as permitted by law.

4. User-owned electronic devices can be used in the library upon prior request as long as these devices cause no interference with the library's electronic or other infrastructure (e.g. Cellular/Mobile phones,

Notebooks). Phoning on cellular/mobile phones is regardless of a permission to use such a device always forbidden.

5. The library management or an authorized person can take actions deriving from "domiciliary rights" and Terms of Use. Users must follow the instructions of Library's personnel.

§ 11

Exclusion from membership or usage

1. Anyone contravening these terms of use or directives can be excluded temporarily or permanently, partially or completely from the use of the Library and its services.
2. The liabilities of the excluded person deriving from contractual obligations remain to exist.

§ 12

Processing of personal data

1. To perform its duties and fulfill contractual obligations as well as statistical analysis the Library is entitled by the Hessian Data Security Act (GVBl 1999 I, 98) in its valid version to gather and persistently save all user data given in the membership application.
2. In case of Library members not submitting personal data changes, the Library can reconcile datasets with public authorities.

§ 13

Opening hours

1. Changes in opening hours of the reading room and loan desk will be made public via the notice board or via website.
2. Due to revision or other exceptional reasons the Library may be closed for a short period of time.

§ 14

Computer desks

The "Terms of Use for the Usage of publicly accessible computers at the Geisenheim University" apply in its valid version.

§ 15

Ending of membership

1. The Library membership ends when the users working contract or enrolment at the Geisenheim University is terminated.
2. With termination of the Library membership the user is obligated to fulfill all contractual obligations regarding the Library. The Library card has to be returned immediately.

§ 16

Purview

These terms and directives apply to anyone using services or facilities of the Library of Geisenheim University.

§ 17
Statutory law

In all other respects the statutory provisions shall apply.

§ 18
Commencement and validity

These terms of use shall enter into force upon public notification. The notices shall be displayed publicly by the Library at their respective facility.

Geisenheim, Juni 2013

Prof. Dr. Schultz (President)