

# **Terms and Conditions for the use of library collections and services**

**Provincial Public Library and Center for Animation of Culture in Poznań**

## **Chapter I. General Provisions**

### **§ 1**

These Terms and Conditions define the conditions and rules for the use of library collections and services in: Borrowing Room, Reading Room of the Landscape Workshop of the Provincial Public Library and Cultural Animation Center in Poznan, hereinafter referred to as the Library.

### **§ 2**

These Terms and Conditions have been established based on the Law of June 27, 1997 on Libraries (consolidated text of June 11, 2019, Journal of Laws [Dz. U.] of 2019, item 1479, as amended) and current generally applicable laws.

## **Chapter II. Library collections**

### **§ 3**

1. The library collects and provides access to the following library collections:
  - a) books,
  - b) continuous publications (newspapers, magazines),
  - c) multimedia documents (audiovisual, audio, electronic),
  - d) e-book readers.
2. All library collections are the property of the Library.

## **Chapter III. Library services**

### **§ 4**

1. The library provides services for free lending of collections.
2. The library may also provide other services not provided for in the

regulations.

## **Chapter IV. The right to use the Library**

### **§ 5**

1. The right to use the library collection is held by persons who:
  - a) are of legal age,
  - b) have filled out a sign-up sheet,
  - c) have agreed to abide by these Terms and Conditions,
  - d) received a library card.
2. Minors may use the library collections and services with the written consent of a parent or legal guardian, expressed when making a declaration (the legal guardian should meet the conditions listed in paragraph 1. of this section of these Terms and Conditions).

### **§ 6**

- (1) Upon enrollment, the User is required to:
  - a) show a current identity document with PESEL number.
  - b) read the Terms and Conditions and complete and sign the enrollment card.
2. Foreigners are enrolled on the basis of a passport document, permanent or temporary residence card.
3. The signature is tantamount to:
  - a) Commitment to comply with these Terms and Conditions,
  - b) Accepting responsibility for the condition and timely return of borrowed library collections.
4. Upon enrollment, the user receives a library card free of charge, which entitles him to use the Library's collection.
5. The card is used only by the person who owns it.
6. The cardholder may authorize one person to contact the Library on his behalf by filling out the appropriate form available at the Library.
7. The user is obliged to inform the Library of a change of residence and/or mailing address.
8. If the library card is lost, the user shall immediately report this fact to the librarian, the damage caused by this negligence will be charged to the card owner.
9. The user shall bear the cost of issuing a duplicate of a lost or damaged card in the amount of PLN 10.

## Chapter V. Information on data processing

### § 7

1. The administrator of Users' personal data is the Director of the Provincial Public Library and Center for Animation of Culture with its seat in Poznan, 3 Prusa St., 60-819 Poznan, registered in the Register of Cultural Institutions of the Marshal's Office of the Wielkopolska Region no. RIK-12.
2. In connection with the processing of personal data, Users may contact the Administrator's designated Data Protection Officer at email address: [iod@wbp.poznan.pl](mailto:iod@wbp.poznan.pl) or by writing to the Administrator's postal address.
3. Users' personal data will be processed for purposes:
  - a) to enable the use of library resources - on the basis of legal obligations incumbent on the Administrator, i.e. Article 6(1)(c) of the GDPR [RODO] in connection with the Library Act of June 27, 1997,
  - b) to establish contact by phone or email address with the reader - on the basis of expressed consent, i.e. Article 6(1)(a) of the DPA,
  - c) to assert claims to which the Administrator is entitled, debt collection - on the basis of Article 6(1)(f) of the RODO, i.e. the Administrator's legitimate interest in defending and asserting claims.
4. The User's personal data will be transferred to entities processing data on behalf of the Administrator, participating in the performance of the Administrator's activities, i.e., among others, entities operating IT systems, providing IT systems, hosting services, legal services, collection services.
5. User data will not be transferred to third countries (not belonging to the European Union or the European Economic Area).
6. The User's personal data will be kept for a period of 5 years from the end of the year in which the book was last borrowed, and in the case of penalties or other charges - until these charges are enforced. Personal data necessary to compile statistics required by law will be kept until the relevant legislation is in force. Personal data processed on the basis of consent will be processed until the consent is withdrawn.
7. The user has:
  - a) The right to access the content of your personal data,
  - b) The right to rectify them, delete them (to the extent that the provision of data is not required under applicable law), limit processing,
  - c) The right to data portability (to the extent that personal data are processed on the basis of the User's consent), d) The right to object.
8. The user has the right to lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection, in the event that the

processing of data is deemed to violate data protection regulations.

9. For data processed on the basis of consent, you have the right to withdraw your consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal.

10. Provision of personal data by the User is voluntary, but failure to provide such data will make it impossible to use the library collection. Providing additional data, i.e. e-mail address, telephone number, is voluntary and does not affect the possibility of using library resources.

11. User data will not be used for automated decision-making or profiling.

12. To ensure the safety and security of property, the Library is covered by video surveillance. Monitoring information is available on the Library's website and on the Library premises.

## Chapter VI. Users' Rights and Obligations

### § 8

Persons who have acquired the right to use the Library are entitled to:

- a) lending library collections under the conditions specified in the Terms and Conditions,
- b) independently search for books to borrow,
- c) use of the book collection in the Library,
- d) use the librarian's help and advice in selecting collections,
- e) report to the Director comments on the way the subordinate facility operates.

Users are required to:

- a) comply with the rules for the use of collections and services set forth in these Terms and Conditions,
- b) take care of the entrusted collections, in particular, protect them from mechanical damage, dirt or loss, refrain from underlining text in books, making notes in the margins, etc.,
- c) protect the library card and do not share it with third parties, immediately notify the Library of its loss,
- d) inform you of changes regarding your personal information,
- e) show, at the request of the librarian, an identity document in order to verify the User's data,
- f) keep the premises quiet and clean.

## **§ 10**

1. Smoking, including so-called e-cigarettes, drinking alcohol, eating and taking intoxicants is strictly prohibited in the Library.
2. A user under the influence of alcohol or intoxicants is prohibited from entering the Library.
3. In the event of a situation that threatens life or health, persons in the Library should strictly obey the instructions given by the employees of the facility.

## **Chapter VII. Rules of making the collections available**

### **§ 11**

1. The user can make a personal, telephone or remote order of the book he needs. The User can make a personal selection of books via terminals located in the Lending Library or personally search the shelves in the Reading Room of the Landscape Workshop, then present the found signatures or titles to the librarian for fulfillment.
2. A maximum of 20 books can be borrowed at a time; including up to 10 books for a period of 30 days from the Lending Library and up to 10 books for a period of 30 days from the Reading Room of the Landscape Workshop.
3. The loan period can be extended before the return date once for another 30 days in person or by phone, if the borrowed book is not a particularly sought-after item.
4. Books bearing the signature "Łęczycza," "BIBL. NAR." and "Regional Bibliography" will be delivered once a week on Thursdays after prior ordering, while items bearing the signature: "Bibliography" and "Regional Bibliography" are made available only on the spot in the Reading Room of the Landscape Workshop.
5. The user should pay attention to the condition of the collection before borrowing it. Noticed damages and shortages should be reported to the librarian. Deficiencies found by the librarian and not previously reported are charged to the User.
6. It is the user's responsibility to check his/her library account balance and report any concerns.
7. The reservation of a book lasts for 5 days from the date of its return by the previous user, then it automatically expires.
8. At the request of the User, the Library may bring books from other libraries in the country, if possible, under interlibrary loan. Brought books are made

available on the spot.

9. Books marked "Regional Bibliography" and published before 1951 are made available only on site.

10. The library fulfills interlibrary orders for other libraries on the basis of an electronically submitted reverse available on the library's home page <https://www.wbp.poznan.pl/librarian/library-services/interlibrary-requests/>.

11. The rules for enrolling and borrowing collections through interlibrary loan are the same as for any User.

12. The library has e-book readers the rules for borrowing e-readers are defined by separate regulations.

13. There is a 24-hour drop-off area for books and CDs/DVDs installed in front of the Library entrance.

14. Books thus returned will be written off from the user's library account on the next business day.

15. The user is required to check his account balance on the next business day.

#### **§ 12**

1. The collections in the Reading Room can be used by the user on the spot upon presentation of a library card or identity card.

2. Materials from the Reading Room can be borrowed outside for a period of 4 weeks. The decision on such a loan is made each time by the librarian.

#### **§ 13**

A User may reserve books or other collections that are borrowed by another User in person, by phone or electronically. Reservations are processed in the order of their request.

### **Chapter VIII. Use of the Internet and computer equipment**

#### **§ 14**

The use of the Internet and computer equipment is defined by separate regulations.

## **Chapter IX Dealing with delays or failure to return library collections, their loss, destruction or damage**

### **§ 15**

1. In case of a delay in returning a borrowed book by the User beyond the established deadline, the Library charges a fee of PLN 0.20 per book for each day after the deadline for return.
2. If the user fails to meet the deadline for return, the Library will address a reminder to the user, calling for the immediate return of the borrowed collection.
3. Upon receipt of a reminder, the user should return the borrowed item without delay, pay the fee and the cost of mailing the reminder.
4. If a user loses a borrowed copy, he or she should donate an identical copy to the Library within 10 days of reporting the loss.
5. If the user cannot fulfill the obligation contained in paragraph 4, he shall pay the Library compensation equal to the antiquarian or market value of the lost copy, in an amount determined by the manager.
6. With the permission of the librarian, in exchange for the lost copy, the user may donate another copy, considered useful, to the Library.
7. If damaged library collections can be repaired, the User shall bear the full cost of such repair.
8. In the event of failure by the User to comply with the obligations provided for in this chapter, the Library will pursue its claims through legal proceedings.
9. In exceptional fortuitous situations (such as, but not limited to: fire, theft), the Library Director may waive claims. Claims may be waived only upon submission of the appropriate certificate issued by authorized authorities.

## **Chapter X. Final Provisions**

### **§ 16**

Changes in the Terms and Conditions are signaled to Users in the form of information posted in a conspicuous place in the Library and on the Library's website.

### **§ 17**

In matters not covered by these Terms and Conditions, the provisions of the Civil Code shall apply.

**§ 18**

These Terms and Conditions shall come into force on 04.02.2021.