

# **Statute for the Public Library of Mülheim an der Ruhr as at 22nd of December 2010**

Based on §§7 and 41 paragraph 1 letter f) and i) of the local order for the State of North Rhine-Westphalia in the version of the announcement at 7/14/1994 (GV. North Rhine-Westphalia. S 666), last changed by law from the 17.12.09 (GV. North Rhine-Westphalia. P. 950) the city council of Mülheim an der Ruhr has decided at his meeting on the 12/16/2010 the following revised version of the statute for the public library of Mülheim an der Ruhr:

## **§1 Bearer and Duties**

The city of Mülheim an der Ruhr maintains as a public constitution for the purposes of §8 of the local order for the State of North Rhine-Westphalia in the version of the announcement of the 7/14/1994 (GV. North Rhine-Westphalia p. 666), at last changed by article I of the law of the support of the political participation in the municipalities from the 6/30/2009 (GV. North Rhine-Westphalia. S 380), a public library. The public library has the order to fulfill duties in the area of the existence precaution in the educational area, cultural area and area of information.

It is as a local institute the contact and cooperation partner for everybody who is interested in media. In special measure it is obliged to the support of the literature and the reading support, however, mediates also general media competence as well as the handling with all electronic sources of information.

The cooperation with facilities and groups of the cultural, scientific, social and school life is a stationary principle.

Assignment of the public library is the procurement, development, mediation, lending and supply of all relevant media concerning information and education: all print media like books, newspapers, magazines as well as auditive and audio-visual media, electronic media and offers of information as well as the supply of information means and granting of advices which serves as information and education.

## **§2 Use**

Everybody is entitled within the scope of this statute and the general terms of business of the public library (Terms and Conditions) to borrow all kind of media and to use the facilities of the public library.

The use of the library is basically free. For the surrender of media units, special services and the failure rates set by the City Council charges shall be levied.

## **§3 Interlibrary loan**

The public library is connected to the foreign lending traffic. The media which do not exist in the stock of the public library may be obtained through interlibrary loan according to the

regulations of the lending traffic regulations for German libraries. Vice versa the public library lends her supplies to other libraries and is therefore a part of an incorporate library network.

#### **§4 Media Competence Centre**

(1) The media competence centre of the public library of Mülheim an der Ruhr fulfills in his special area the assignment to reproach and provide hardware and software for schools, youth welfare, adult education and in general for the municipal cultural and educational work.

(2) It lends films, pictures, sound carriers, programmes and equipment free of charge to all public schools and accredited spare schools, in organisations of the youth work, in facilities of the adult education, to associations within Mülheim as well as for events with charitable character in Mülheim an der Ruhr.

(3) Moreover, the media competence centre reproaches centrally with tools for the picture treatment and sound treatment of own productions of the called users.

#### **§5 Administrative library**

For the former city hall library which has been integrated with her supplies into the public library in the MedienHaus, the public library perceives central functions in the area of the procurement, development and distribution.

#### **§ 6 In-force**

This statute comes into force with effect from the 1/1/2011. At the same time the statute for the use of the public library Mülheim in the Ruhr of the 12/19/2001 expires.

## **Fixed Charges for the City Library Mülheim an der Ruhr from 01.03.2014**

### **1. Charges**

For the use of the facilities of the public library at the Ruhr are the following private legal fees to pay:

- |     |  |         |
|-----|--|---------|
| (1) | For the library card there is to pay a unique remuneration with the first registration:  |         |
| 1.1 | children and adolescents less than 18 years  | € 3,00  |
| 1.2 | from the age of 18   | € 5,00  |
| (2) | The annual compensation fee is, if point 2 does not apply:   |         |
| 2.1 | for 12 months  | € 20,00 |
| 2.2 | for 6 months   | € 10,00 |
| 2.3 | for 3 months   | € 7,50  |
| (3) | Internet use:  |         |
| 3.1 | without valid library identity card per half an hour   | € 1,00  |
| 3.2 | with valid library identity card the first half an hour free,<br>every next hour   | € 1,00  |
| (4) | Lending a bestseller and selected current media<br>per media unit  | € 2,00  |
| (5) | Reservation of a borrowed media unit<br>or an acquisition proposal<br>(to pay only while fetching)   | € 1,00  |
| (6) | Procurement of a media unit from another library<br>in the urban system (internal lending traffic = ILT)   | € 1,00  |
| (7) | Procurement of a media unit from a<br>foreign library, that means the foreign lending traffic = FLT<br>or briefly interlibrary loan<br>(plus refund of charged costs of the borrowing libraries) | € 3,00  |
| (8) | lump-sum remuneration for the first week<br>after excess of the lending period by more than one work day   | € 3,00  |
| (9) | Omission remunerations by excess of the lending period:  |         |
| 9.1 | after one week per media unit  | € 1,00  |
|     | lump-sum processing fee  | € 1,00  |
|     | this are in sum with one media unit  | € 2,00  |
| 9.2 | after two weeks per media unit   | € 1,00  |
|     | lump-sum processing fee  | € 1,00  |
|     | this are in sum with one media unit  | € 4,00  |
| 9.3 | after three weeks per media unit   | € 1,00  |
|     | lump-sum processing fee (by registered mail)   | € 4,00  |
|     | this are in sum with one media unit  | € 9,00  |

(10) Substitute library card:	
children and adolescents less than 18 years	€ 3,00
from the age of 18	€ 5,00
(11) Damage or loss of RFID- or	
EDP labels per label	€ 1,50
(12) Substitute per play part, safekeep boxes among other things	€ 1,00
(13) Photocopy	
14.1 DIN A 4 photocopy, per sheet	€ 0,10
14.2 DIN A 3 photocopy, per sheet	€ 0,20
(14) Print from data banks, Internet among other things	
14.1 per black-and-white printed sheet	€ 0,10
14.2 per coloured printed sheet	€ 0,50
(15) The remunerations for picture amount for:	
15.1 Data carrier with image in the format JPG in 300 DPI	
only for private use up to 10 pictures in each case	€ 1,00
15.2 Data carrier with image with treatment and in	
higher resolution than JPG only for private use per picture	€ 10,00
15.3 paper copies (simply) in DIN A4 format only for private	
use per sheet	€ 3,00
15.4 paper copies (simply) in DIN A5 format only for private	
use per sheet	€ 2,00
15.5 paper copies (simply) in DIN A6 format only for private	
use per sheet	€ 1,00
15.6 Publication fee with reference to the source	
"Media competence center Mülheim an der Ruhr"	
each template / design black/white	€ 25,00
15.7 Publication fee with reference to the source	
"Media competence center Mülheim an der Ruhr"	
each template / design coloured	€ 50,00
15.8 Publication fee without naming	
the source "Media competence center Mülheim an der Ruhr"	
to use an image in each case	€ 200,00

## 2. Fee exemptions and reductions

- (1) From the payment of the annual compensation fee according to figure 1 (2) are exempted with suitable proof releases:
  - 2.1.1 children and adolescents up to the age of 18
  - 2.1.2 pupils after completion of the 18th year
  - 2.1.3 Owners of the MülheimPass
- (2) Students pay an annual compensation fee of 10€ for 12 months

- (3) Holders of rights to use the media competence centre are released from remunerations for devices and media of the media competence centre.
- (4) Employees of the city of Mülheim an der Ruhr, from day facilities for children or Kindergartens, schools and facilities in the equal welfare association for the official use of media. The general terms of business (Terms and Conditions) of the public library of Mülheim an der Ruhr regulate further details.
- (5) If the claim condition is cancelled, from the next use there is to pay the full remuneration.
- (6) In justified hardship cases the management of the public library can reduce remunerations in adequate manner or remit at request.

### **3. Remunerations for the use of rooms in the MedienHaus**

Beside a basic amount a surcharge is raised for each hour of utilization to cover the utilisation costs (consumption costs, time surcharges etc.). Every started hour counts as a full hour.

The following amounts are valid for the rooms to be rented:

Room	Basic amount	surcharge for each hour
Conference room, 1st floor	€ 60,00	€ 4,00
Seminar room, 2nd floor	€ 80,00	€ 4,00
3rd floor	€ 200,00	€ 6,00

The closer modalities are regulated by the general terms of business (Terms and Conditions) of the public library of Mülheim an der Ruhr.

### **4. In-force**

The appointment of these remunerations comes into force with effect from the 1/1/2011. At the same time the fee schedule of the public library of Mülheim an der Ruhr of the 7/24/2007 as well as the use and remuneration order for the multimedia information centre of the school department office of the city of Mülheim an der Ruhr of the 8/14/2003 expire.

# **General Terms of Business of the Public Library Mülheim an der Ruhr (Terms and Conditions)**

## **1. Duties and objective**

(1) The public library is a public constitution of the city of Mülheim in the Ruhr. It carries the name Public Library of Mülheim an der Ruhr.

(2) The use of the library is basically free. For the surrender of media units, special services and the failure rates set by the City Council charges shall be levied.

## **2. Area of application**

These general terms of business, in the following called Terms and Conditions, are valid for the contractual relations between the Kulturbetrieb of Mülheim an der Ruhr, the public library of Mülheim an der Ruhr and all clients with regard to the lending of media of all kind and the use of the facilities of the public library and its media.

## **3. Legal relationship**

The legal relationship between the public library and their clients is under private law.

## **4. Remuneration debtor**

Debtor of the remunerations is the client of the public library; clients under age and their legal representatives are joint debtors. If remunerations are not paid, there exists no claim to the achievements of the public library.

## **5. Registration**

(1) The client announces himself personally under presentation of his / her identity card or another valid identity card in connection with the official registration confirmation. On the registration form (Verpflichtungskarte) he writes down the essential information to his person and recognises with his / her signature the Terms and Conditions. The client also gives his / her approval to store these data electronically.

(2) After the registration every client receives a library card which is liable for costs. It is not transferable and remains property of the city of Mülheim an der Ruhr.

(3) The elevation period for the annual compensation fee begins with the first use which is liable for costs of the public library.

(4) The signature of the legal representative on the registration form and the library card is necessary for underage clients. The legal representative commits himself at the same time to the liability for the case of damage and to the settlement of incidental fees. From the age of 14 the library card can be signed by the adolescents themselves.

(5) The change of personal data and the loss of the library card are to be told to the public library immediately. Up to the announcement the client is liable for all damages which

originate from the misuse of his library card. After the report of loss a replacement library card can be issued by the library at the owner's expense.

(6) The library card has to be returned if the public library requires it or the conditions for the use are not given anymore.

## **6. Loan, renewal, reservation**

(1) The use of the library supplies can occur in the libraries or by lending outside.

(2) The media of the libraries are borrowed only on presentation of the valid library card. Presence supplies are not lendable basically. In exceptions overnight, weekend or special borrowing are possible. For these special borrowings the goodwill day is cancelled.

(3) The lending period amounts basically for DVDs, BluRays (features for children and adults) and magazines 2 weeks and for all other kinds of media 4 weeks.

(4) The renewal of the lending period can be applied on verbal, telephonic or electronic way by the client. The lending period can be extended basically up to 3 times if no other reservation is given. DVDs and BluRays (features for children and adults) are excluded from a renewal of the lending period.

(5) Borrowed media can be reserved on payment of a remuneration. The remuneration remains on the account if a medium is not picked up.

(6) The public library is entitled to reclaim borrowed media at any time.

## **7. Interlibrary loan**

(1) Media which do not exist in the stock of the public library may be obtained through interlibrary loan according to the regulations of the lending traffic regulations for German libraries. The use regulations of the sending library are valid for their use.

(2) The mediation of media within the scope of the lending traffic is liable for costs. The remuneration remains on the account if a medium is not picked up.

## **8. Treatment of the media, liability**

(1) The client is obliged to treat media of the libraries carefully and accurate. With the lending the client has to check the state and the completeness of the media and to indicate visible defects immediately, other defects immediately after the discovery to the libraries. This is also valid for the loss of media. Borrowed media must not be handed to third parties.

(2) Borrowed data carriers, sound carriers or picture carriers may be played only on customary devices and under the technical conditions prescribed by the manufacturing companies. The client is liable for the observance of the legal regulations of the copyright.

(3) For the loss or the damage of media the client has to pay compensation. At a loss the media unit has to be recovered. The library can require, instead, the replacement value. Alternate titles are possible on request if a title is undeliverable.

(4) The city library is not liable for damages which originate from the use of borrowed media.

(5) At the use of the 24-hours-return arrangement or mailboxes the client is liable for losses and damages.

(6) Clients, who suffer from a transferable illness or live together with people who suffer from such an illness, must not use the facilities of the public library during the time of the danger of infection. The already borrowed media may be brought back only after the disinfection for which the customer is responsible.

### **9. Lending period excess, reminder**

(1) With the excess of the lending period remunerations have to be paid.

(2) When the loan period is exceeded by more than one day in accordance with the policies approved by the Council of the city of Mülheim an der Ruhr payment duties arise. The client generally receives a written or electronic recollection for all due media.

(3) The remunerations also have to be paid if the client has received no reminder. If reminders stay unsuccessfully, the media are drawn down on the legal process. Instead of the claim for return a compensation can be demanded in the amount of the equivalent value of the borrowed media plus the resulted remunerations.

### **10. Photo-copy**

Customers can help themselves at the photocopiers if they follow the legal regulations of the copyright. They are liable for every violation of the copyright.

### **11. Internet workstations**

(1) The Internet workstations in the library can be used free of charge with a valid library card. There is a time-limit of 30 minutes. For use without a valid library card or a longer use of time, a fee is charged according to the charges which are established by the City Council for the public library of Mülheim an der Ruhr in the current version. The legal representatives of a minor may exclude their child from internet usage.

(2) On the internet workstations it is prohibited to access pages with violent, racist, right-wing extremist, pornographic and constitutionally questionable content.

(3) The staff's instructions must be followed while using the Internet workstations.

(4) For printouts arise remunerations according to the charges established by the City Council for the public library of Mülheim an der Ruhr.

### **12. Employees of the city of Mülheim an der Ruhr, of day care centers or kindergartens, schools and institutions in the Joint Welfare Association**

(1) The library card is issued in the name of the beneficial owner, with the addition of the name of the facility.

- (2) The institution confirms the employment by a formless letter drawn with corporate / official stamp.
- (3) The lending authorisation is limited to 12 months. An annual remuneration is not raised for this period, apart from that all remunerations are fees pursuant to the established to the charges established by the City Council for the public library of Mülheim an der Ruhr.
- (4) The use of the library card is limited exclusively to media which support the execution of official duties. The lending can be refused if the media is obviously used only for private reasons.
- (5) The lending periods according to these Terms and Conditions are to be kept. An automatic renewal by the public library does not occur.
- (6) Recollection and reminder (see. Sharp 9 of the Terms and Conditions) are sent, if possible, via the in-house post way.
- (7) Special lending terms can be given on request.

### **13. Rental of rooms**

(1) The following rooms of the public library in the MedienHaus can be rented on request:

- |  |                       |                  |
|--|-----------------------|------------------|
| - Meeting room, 1 <sup>st</sup> floor    | 34,47 m <sup>2</sup>  | for 20 people    |
| - Conference room, 2 <sup>nd</sup> floor | 52,60 m <sup>2</sup>  | for 30 people    |
| - 3 <sup>rd</sup> floor, open area       | 166,07 m <sup>2</sup> | up to 199 people |

(2) The rental of the rooms occur basically during the opening times of the public library in the MedienHaus. Other times and additional services of the public library are possible in arrangement. Private purposes are excluded.

(3) At cooperation events between the public library and other users it is renounced as a rule that no fee has to be paid.

(4) A legal entitlement to the surrender of rooms does not exist.

### **14. Legal venue**

Legal venue is Mülheim in the Ruhr.

Stand: 1.1.2011