

General Terms and Conditions of the Vienna Public Libraries

The Vienna Public Libraries (main library and branch libraries – hereinafter all referred to as “branch libraries”) – are operated by the City of Vienna and form part of Municipal Department 13. The Vienna Public Libraries reserve the right to adopt special rules for the use of individual branch libraries.

Entering a branch library is deemed equivalent to accepting the house rules.

1. Registration – Library Card

- a. To be able to register with the Vienna Public Libraries, a person must not yet have a library account with the Vienna Public Libraries.
- b. An official photo ID must be provided along with the following details: first and last name, date of birth, gender, address in Austria and, if available, e-mail address and telephone number.
- c. Evidence of eligibility for concessionary rates has to be supplied upon registration or renewal of membership.
- d. Persons under the age of 14 will, in addition, have to present a statement of consent, fully completed and signed by their parent or legal guardian, along with the official photo ID of such parent or guardian (except in cases where school classes register summarily). By signing the statement of consent, the parent or legal guardian accepts the General Terms and Conditions as well as the currently applicable fees and charges of the Vienna Public Libraries and explicitly permits the person under 14 to have access to the electronic media present at the Vienna Public Libraries. However, use of multimedia resources may be restricted or limited in time by library staff.
- e. Any change in the above-mentioned personal details must be immediately notified to the Vienna Public Libraries.
- f. Upon registration, users receive a library card. By signing the library card, users accept the General Terms and Conditions as well as the currently applicable fees and charges of the Vienna Public Libraries.
- g. The library card is not transferable. It must be produced for inspection by library staff on request.
- h. Any loss of the library card must be reported to the Vienna Public Libraries without delay, upon which the library card will be blocked. If users fail to report such loss, they shall be liable for any loss or damage arising therefrom. In the event of loss of the library card, a replacement card will be issued for a fee. To have a replacement card issued, it is necessary to once again present an official photo ID.

2. Data Protection Statement

By signing the library card users consent, under the provisions of applicable data protection law, to the electronic processing of all personal data for all necessary processes that form part of the operations of the Vienna Public Libraries. Personal user data will be used exclusively for operational purposes of the Vienna Public Libraries and will be treated with strict confidentiality. Data will be processed only to the extent absolutely necessary for the Vienna Public Libraries and stored for as long as this is required to perform relevant administrative tasks. No personal data of users will be disclosed to third parties. No data evaluations relating to individual persons will be made. User data

will be deleted upon user request provided that there are no amounts outstanding vis-à-vis the Vienna Public Libraries.

3. Terms and Conditions of Use

- a. Loan periods, loan conditions and the opening hours of the individual branch libraries can be found in the information brochure as amended, on the website, and on the notice displayed at the respective branch library.
- b. Upon presentation of their valid library card – users must be able to prove their identity upon request – users will be able to borrow items for personal use and use all of the services available at the Vienna Public Libraries. Effective application of children and youth protection rules shall govern the loaning policy.
- c. Any items borrowed must be treated with care and not be passed on to third parties or reproduced (see Clause 12).
- d. Users shall check items for obvious defects and for completeness prior to borrowing them. If defects are identified, they must be reported immediately to library staff; failure to do so will result in such items being deemed as having been borrowed free of defects and complete.
- e. Items which cannot be borrowed are marked as such.
- f. The number of items a user may have on loan at any one time is limited.
- g. The loan period must be complied with. Unless items have been reserved by another person, the loan period may be renewed twice at the most, provided that a valid library card is used to do so. The “new” loan period shall begin to run from the renewal date, not from the due date. Any problems encountered in renewing items (such as technical problems when using online options, telephone calls placed outside hotline operating hours, etc.) shall not count towards cancelling out any overdue charges incurred in the process.
- h. Where items are returned by post or parcel services, the associated risk and cost shall remain with the user. Items will not be deemed returned until checked back into the system in the relevant branch library; any overdue charges incurred must be paid.

4. Reservation

Users in possession of a valid library card may order items in advance for a fee (see Clause 8). If reserved items are not picked up within the pick-up period, the reservation will expire but the fee will still be collected. The number of reservations per user may be limited by the management of the Vienna Public Libraries.

5. Bestseller Service

Current bestsellers from the fiction and non-fiction genres may be borrowed for a fee. Renewal is not possible with this type of service. Bestsellers cannot be ordered in advance and are not available in the (online) catalogue.

6. Use of Electronic Resources (Virtual and Multimedia Resources)

In line with the Vienna Public Libraries’ mandate, the use of electronic resources shall exclusively serve the purpose of public education and information gathering. Any use for commercial purposes shall be prohibited.

- a. Internet use: The Vienna Public Libraries are not responsible for the content, availability and quality of third-party resources made available via the lines and access points provided by the Vienna Public Libraries and accept no liability for their contents, for any (legal) consequences of their use or for loss or damage caused by data being misused by third parties on account of insufficient data protection on the internet. Users shall themselves ensure compliance with applicable legal rules and regulations, including, without limitation, those under copyright law, criminal law and data protection law, and shall generally be responsible for using the internet in a lawful manner. Information containing, or addresses leading to, content which glorifies or condones violence, is of a pornographic, racist or otherwise discriminating or offensive nature as well as pages containing identifiers of organisations deemed to be unconstitutional must not be opened, stored or forwarded. In cases of misuse or violation of legal rules and regulations, library staff may suspend the use of the resources. The information logged within the scope of technical network monitoring may be used as evidence.
- b. Virtual resources: When using virtual resources, users will be routed from the Vienna Public Libraries website to internet pages of external providers. On such pages, the general terms and conditions of business and data protection of such external providers shall apply to users.
- c. Multimedia resources: Multimedia resources must always be reserved in advance. The Vienna Public Libraries accept no liability for the unlawful use of multimedia material by users. It is expressly prohibited to shut down and restart equipment, tamper with hardware, (attempt to) modify system and network configurations or download and/or install software.

7. Provisions Applying to Self-Service

- a. Self-service check-in/out: The Vienna Public Libraries have self-service facilities in use. Such facilities allow users to borrow and return items and pay fees and charges. Users shall assume responsibility for correctly carrying out operations on such self-service facilities. Any complaints made after the fact cannot be accepted. Clause 10 applies in cases where defective or incomplete items are returned at self-service return stations. Care shall be taken and the provided instructions be followed in using such facilities. Users shall be liable for damage caused to the facilities by improper handling.
- b. Online options: The Vienna Public Libraries offer users online self-service options, such as web-based reservation, renewal prior to due date, and online payment services. Users shall assume responsibility for correctly using such online options. Any complaints made after the fact cannot be accepted.

8. Fees and Charges

The type and amount of fees and charges payable is governed by the currently applicable list as adopted by the Vienna City Council and can be found in the information brochure as amended, on the website, and on the notice displayed at the respective branch library.

- a. In principle, any borrowing of items and any use of services offered by the Vienna Public Libraries is subject to fees and charges and requires the possession of a valid library card.
- b. If the loan period is exceeded, an overdue charge shall apply.
- c. Any pre-overdue reminders sent (e.g. per e-mail or app) constitute a voluntary service provided by the Vienna Public Libraries. Any delay in returning items gives rise to an obligation to pay overdue charges, which shall apply regardless of whether or not the user received a pre-overdue reminder, simply by virtue of the loan period having expired.
- d. Payment reminders will generally be sent by e-mail. If no e-mail address was specified upon registration, a payment reminder will be sent by post and the costs incurred for such reminder be charged to the user. In the event that the Vienna Public Libraries have to ascertain the postal address for the purposes of mailing a payment reminder, an additional fee will be charged.
- e. All such fees and charges shall be immediately due and payable.
- f. The Vienna Public Libraries reserve the right to block the library card (the library account) if any payments are outstanding. Once the balance has been settled, the library card (the library account) will be unblocked again.
- g. Any credit balances on the account will become forfeited three years after having arisen.

9. Blocking of the Library Card

Users will be excluded from specific or all resources and services if they are in default of paying fees or returning items or violate these General Terms and Conditions or the house rules.

10. Damages

- a. Users shall pay damages for any loss of or damage caused to items. If individual parts of items which consist of several parts are damaged, the entire set shall be replaced. Annotating, highlighting, and underlining texts in books or otherwise defacing or soiling books shall also be considered damage.
- b. Users shall replace any damaged or lost item with a new or equivalent copy. If the item is no longer commercially available, the replacement costs, taking into consideration the acquisition cost, shall be charged.
- c. In addition, a flat-rate administrative charge shall be payable for the replacement of (parts of) items.
- d. Users shall be liable for damage caused to equipment, software and furniture and fittings.

11. Liability

- a. The passing on of borrowed items to third parties is prohibited. The users – in the case of persons under the age of 14, their parent or legal guardian – in whose name the items were borrowed shall be liable in such case.
- b. The Vienna Public Libraries shall not be liable for the proper functioning of items. The Vienna Public Libraries shall not assume any liability for cases where the use of borrowed items causes damage to the equipment, files, or data media of users.

12. Copyright

- a.** When using items offered by the Vienna Public Libraries, compliance with applicable copyright provisions shall be the responsibility of the users. When using electronic resources, ancillary copyrights and licences, etc. shall have to be complied with as well. The reproduction of entire books, magazines or sheet music is prohibited. The copying of audio-visual material is prohibited. Users undertake to indemnify and keep the City of Vienna harmless in respect of any claims under copyright law asserted by third parties on account of user activities.
- b.** The Vienna Public Libraries would like to point out that sound, film, and photo material may be recorded at library premises for the purpose of publication. Users give their consent that any recordings made of them during or in connection with their library visits may be exploited by the Vienna Public Libraries, using currently available or future technology, for its own purposes, without giving rise to claims for compensation and without any restrictions in terms of time or location.

13. Legal Venue

The courts having subject matter jurisdiction at the seat of the Vienna City Administration, 1010 Vienna, Vienna City Hall, shall have exclusive jurisdiction for all disputes arising from these General Terms and Conditions, unless in cases where an agreement on legal venue is excluded by virtue of the law.