

Terms of Use for the University Library of Rhine-Waal University of Applied Sciences

Dated 25 May 2016

On the basis of Section 2 (4) Sentence 1 as well as Section 29 of the Higher Education Act of North Rhine-Westphalia [Hochschulgesetz – HG] of 16 September 2014 (Article 1 of the University Future Act of September 2014, published in GV.NRW. p. 547), which entered into force on 1 October 2014, Rhine-Waal University of Applied Sciences has issued the following regulations on the Terms of Use for the University Library:

Contents

Section 1	Joining and using the University Library
Section 2	General terms of use
Section 3	Fees
Section 4	Opening hours
Section 5	Using media inside the University Library
Section 6	Lending
Section 7	Lending restrictions
Section 8	Lending periods
Section 9	Library computers
Section 10	Termination of the User Agreement
Section 11	Barring users
Entry into Force	

Annex

- 1) Terms of use for library lockers as per Section 2 (3) Sentence 2 of the Terms of Use for the University Library of Rhine-Waal University of Applied Sciences
- 2) Terms of use for private study rooms (carrels)
- 3) Terms of use for group study rooms

Section 1

Joining and using the University Library

- (1) The use of the University Library is approved for the purposes of research, teaching and degree studies; further education; technology transfer and other tasks of the University. Requests to join may be approved for other purposes, provided these do not interfere with the mission of the University nor the needs and considerations of other users.
- (2) Joining the University Library requires a written request form. Under German public law, issuing a library card constitutes a binding User Agreement between the user and the University Library, which is defined in particular by these Terms of Use.
- (3) Members and affiliates as defined by the Constitution of Rhine-Waal University of Applied Sciences as well as members of the public may join and access the University Library.
- (4) Professors and staff can join the University Library with a valid government ID (German ID card or passport) and their employment agreement with the University.
- (5) Students can join with their valid student ID.
- (6) Sessional lecturers [Lehrbeauftragte] can join for the duration of their teaching assignment at the University with a copy of their lecturer agreement and a valid government ID (German ID card or passport).
- (7) Members of the public can join with a valid government ID (German ID card or passport). Proof of cooperative agreements with the University must also be presented, where applicable.
- (8) Minors have the legal capacity to join the University Library (refer to Section 12 of the German Administrative Procedures Law [VwVfG]).
- (9) The Head of the University Library decides who is eligible to join. As part of joining the University Library and the related User Agreement, users' personal information is stored in accordance with German privacy protection laws.
- (10) Users of the University Library are obliged to adhere to the provisions of these Terms of Use. By signing the registration request form, users accept these Terms of Use as binding.
- (11) New users of the University Library are issued a library card. This card must be carried while using the University Library and treated with care at all times. Library cards are non-transferrable and must be presented to library staff upon request. Library cards are considered property of the University.
- (12) Name or address changes must be communicated immediately to the University Library or the Student Service Centre, which in turn informs the library staff on your behalf. The loss of a library card must be reported to library staff immediately. The owner of the missing library card will be held liable for costs incurred due to non-observance of this requirement.

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(13) Membership with the University Library can be granted on a temporary basis and usage restricted to the premises of the University Library.

(14) The obligations arising from this User Agreement continue to apply after its termination.

Section 2

General terms of use

(1) In the interest of others, users are obliged to take great care to avoid any disruptive behaviour while in the University Library. Further, users are prohibited from consuming food or drinks (excluding bottled water), smoking, bringing animals or using mobile phones while in the University Library.

(2) Users are obliged to heed the instructions and requests of library staff. The Head of the University Library is authorised to take all necessary measures in response to potential emergencies. In the case of reasonable suspicion, library staff are authorised to search users' briefcases, bags etc.

(3) Users may store jackets, coats, umbrellas, bags etc. in library lockers if space permits. Additional rules and regulations concerning library lockers can be found in Annex 1.

(4) Library staff is not responsible or liable for any loss or damage occurring to users' valuables or other items while in the University Library.

(5) Users are obliged to treat media and objects of the University Library (books, catalogues, electronics, furniture etc.) with care, keep them clean and protect them from any damages. Marking, underlining or altering materials in any way is prohibited and considered destruction of property.

(6) Before using or borrowing materials, users are obliged to thoroughly check for any obvious signs of damage or missing materials. Users must notify library staff of damage or missing materials immediately.

(7) In the case of library computers, any attempt to access the operating system is prohibited. Users will be held liable for costs incurred as the result of non-observance with this provision.

(8) Users are liable and responsible for loss or damage occurring to borrowable media or items of the University Library. Users who lose, damage or otherwise do not return borrowed media are responsible for purchasing an equivalent replacement copy. If the offending user does not comply with this requirement before the deadline set by the Head of the University Library, then he or she shall be responsible for reimbursing the costs for a replacement copy or the costs incurred as the result of producing and procuring a new copy. The fees defined under Section 3 (2) remain unaffected by these provisions.

(9) The loss of a library card must be reported to library staff immediately. The user to whom the library card was issued will be held liable for all costs incurred as the result of non-observance with this requirement and any misuse of the card.

(10) Users shall indemnify the University from any and all third-party claims for compensation, injunction or other legal action resulting improper or illegal behaviour on the part of the user. The University shall notify affected users when a third party pursues legal action against the University.

Section 3 Fees

(1) Using the University Library is essentially free of charge.

(2) For more information on fee-based services, rates and possible fee reductions or exemptions, please refer to the University's Scale of Fees and Charges, as amended.

Section 4 Opening hours

(1) The opening hours of the University Library are set by the Head of the Library together with the University President, and published online and as signs posted throughout the University Library.

(2) The University Library may close on short notice for special reasons. Closing times are announced immediately after becoming known.

(3) The University Library may close for up to one week during the lecture-free period to conduct system maintenance.

Section 5 Using media inside the University Library

(1) Media of the University Library must be used in designated areas only.

(2) Users are permitted to remove media from the shelves for use at designated work areas throughout the University Library. Media must be returned to designated collection areas after use.

Section 6 Lending

(1) Rules for borrowing media are set by the Head of the University Library. Media not listed under Section 7 can be checked out of the University Library during operating hours.

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Borrowing involves an electronic booking process. Library staff are permitted to request a valid form of government ID (German ID card or passport).

(2) Users are prohibited from removing media from the University Library without borrowing, borrowing media under a different name or giving media to other users. Users are responsible for returning borrowed media booked to their account to the University Library.

(3) After returning or renewing borrowed media, users are obliged to verify that the booking process was correctly recorded in their user account and on their print receipt. If any errors are found, users must inform library staff immediately and provide the incorrect receipt so that the cause of the error(s) can be determined. If a user fails to observe with this requirement, he or she forfeits the right to retroactively appeal an incorrect or incomplete booking.

(4) Borrowed media can be reserved via OPAC or, in exceptional circumstances, in person with library staff. If a user fails to pick up his or her reserved media within ten days of notification, the reservation will be cancelled. The University Library does not disclose the names of users who have borrowed or reserved specific media under any circumstances.

(5) Generally, reserved media must be collected and returned in person by the requesting user. Users picking up or returning media must provide a valid government ID (German ID card or passport) upon request. Third parties may pick up media for other students, provided they have the requesting user's library card, student ID and a signed statement of authorisation from him or her. In this case, the obligations in Paragraph (3) apply analogously to the third party.

(6) Generally, media cannot be sent or returned via post. Exceptions require special justification. Users shall assume liability for expenses and risks arising from shipping media to and from the University Library.

Section 7

Lending restrictions

(1) The following items cannot be borrowed from the University Library:

1. all specially marked media,
2. bound and unbound newspapers,
3. loose-leaf publications, encyclopaedias, reference works, bibliographies,
4. micromaterials,
5. media in semester reserves,
6. media in reserve collections of laboratories or other facilities of Rhine-Waal University of Applied Sciences,
7. books published before 1850,
8. valuable visual materials and particularly ornate works,
9. works of historical importance.

(2) Users are not permitted to borrow multiple copies of an item. The Head of the University Library may approve exceptions to this rule in justified circumstances.

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- (3) The Head of the University Library reserves the right to restrict the borrowing of additional media where practical and appropriate.
- (4) The use of specific media may also be restricted due to any applicable laws or rights of third parties.
- (5) The Head of the University Library may permit users to borrow restricted media for a short period of time in justified cases.
- (6) The Head of the University Library may restrict the use of high demand media to the library premises in order to make these available to a wider audience.
- (7) If the University Library maintains only one copy of an item and said copy is in the reserve collection of a lecturer or professor, then the lecturer or professor is obliged to return this item for a limited period of time, generally no more than six weeks, by special request of the Head of the University Library. Recall requests are only made in specific and justifiable cases, such as when a user urgently depends on an item in a reserve collection and the lecturer or professor does not explicitly require it for teaching or research purposes for the recall period. This also applies to laboratory reserve collections.
- (8) The Head of the University Library reserves the right to limit the number of items individual users may borrow.

Section 8

Lending periods

- (1) The standard lending period is 30 calendar days. Late fees are set by the University Library Fee Act of North Rhine-Westphalia [Hochschulbibliotheksgebührengesetz NRW] and will begin accruing immediately after a return deadline expires. Users are liable for returning media on time regardless of their current location. Users are obligated to pay outstanding fees regardless of whether written reminders were sent.
- (2) The Head of the University Library reserves the right to set a shorter lending period for books and media in high demand.
- (3) In the case of students of the University currently writing their thesis, the Head of the University Library can approve special lending periods beyond Paragraph (1) Sentence 1, which can extend up to the full writing time allotted by the student's examination regulations. In this case, the requesting student must provide proof of admission to the thesis semester. In the case of students currently in their internship or study abroad semester, the Head of the University Library can approve special loan periods beyond Paragraph (1) Sentence 1, which can extend until the end of said semester. In this case, the requesting student must provide proof of admission to the internship or study abroad semester.
- (4) Borrowed media may be renewed up to two times, provided another user has not submitted a reservation request. Renewal requests must be submitted online in OPAC no earlier than seven days before the return deadline. In exceptional and justified cases, renewal requests can be submitted directly to library staff by telephone or email. If a renewal

request is submitted by email, the requesting user is responsible for enquiring as to when the new loan period expires or whether the particular item has already been reserved or could not be renewed. If the renewal request was submitted by email on the due date and the loan period was unable to be extended, then the requesting user shall be notified by telephone or email of the new return deadline; late fees defined by the University Library Fee Act will begin to accrue only after this new deadline expires. Users must present borrowed items for verification after the second renewal request.

(5) Users are prohibited from renewing items or borrowing new items if and for as long as they have outstanding late fees or other payable sums on their account or overdue media despite multiple overdue notices, or if and for as long as they have not formally informed the University Library of address changes.

(6) Reserve collections are intended to make high demand media available to a wider audience for purposes related to teaching and research. The University Library maintains the following reserve collections:

1. Semester reserves: These non-borrowable items provide students with additional opportunities to practice and explore content from modules being offered in the current semester. Prior to the lecture period, full-time lecturers and professors can submit lists of titles to add to their semester reserve collections, which will remain available as non-borrowable media in a designated area of the University Library until the end of the lecture period. Semester reserve collections generally expire after the lecture period, but an extension for one additional semester is possible upon request.
2. Laboratory reserves: These items are only available in laboratories or other facilities of the University and must be kept in a secured location. Generally, each laboratory is permitted one reserve collection; exemptions to this rule must be approved by the Head of the University Library. Responsibility for laboratory reserves falls to the person in-charge of that specific laboratory or facility. Laboratory reserves can contain an unlimited number of books and are not subject to the regular restrictions on lending periods. Recall requests are handled according to Section 7 (7); additional borrowing restrictions for practical reasons (Section 7 (3)) can be instituted accordingly.
3. All full-time professors, fixed-term lecturers [LfbA] and other staff in teaching and research are entitled to their own personal reserve collections of up to 100 books. The University Library can increase this maximum limit in justified cases. The lending period for media in personal reserves is unlimited; this does not apply to sessional lecturers [Lehrbeauftragte], however. In this case, the loan period ends after the second semester of teaching. Extensions are possible upon request.

(7) The person in charge of a reserve collection is responsible for media contained therein. Library staff must be notified immediately of lost media which was borrowed for the reserve collections defined in Paragraph (6) Nos. 2 and 3. Possible claims for damages remain unaffected thereby.

(8) The University Library is entitled to recall borrowed media prior to the scheduled return deadline if these items are required for reasons related to library operations (auditing purposes, in particular) or for other official purposes.

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(9) Interlibrary loan requests are governed by the German Federal Library Loan Regulations [Leihverkehrsordnung], as amended, as well as the terms and conditions of the lending library.

(10) All lending periods expire, at the latest, with the termination of the User Agreement.

Section 9 Library computers

(1) In the common interest of all users of the University Library, users are obliged to observe and comply with the following provisions concerning library computers and other available technical devices and services.

(2) Users are obliged to familiarise themselves with available devices and services as well as their operation. This information is available via the information services of the University Library and IT Support.

(3) OPAC-only computers are available to search the holdings of the University Library. No registration is necessary on these computers.

(4) Other library computers are available, but only for research purposes related to a user's degree studies.

(5) At peak times, students can reserve a time slot for a computer by signing the appropriate registration list. Users must sign this list before using a computer. Users are expected to use the computer and related services actively during their designated time slot.

(6) Library administrators are responsible for determining which computer configurations are presently available (OPAC, CD-ROM or internet-capable). Existing provisions regarding electronic devices (e.g. rules for operating data processing devices, communication services etc.) shall apply accordingly to computers of the University Library. Accordingly, users of these computers must first familiarise themselves with applicable regulations and comply with any additional obligations or responsibilities mandated thereby, where applicable.

(7) The University Library is not responsible or liable for consequences resulting from copyright infringement committed by users of library computers, nor for contractual violations between users and the internet service provider. Furthermore, the University Library is not responsible or liable for:

1. damages caused by erroneous content in the media or programs used by a user,
2. damages occurring to a user's personal files or external storage devices while using a library computer and its available media or programs, or
3. damages resulting from the misuse of data by a third party due to the lack of data protection on the internet.

The aforementioned exclusions do not apply when and insofar as the University Library is guilty of gross negligence or wilful intent.

(8) Users are liable for all damages, including initial and consequential damages, occurring to devices and media of the University Library as the result of incorrect and/or improper use; this applies analogously to damages caused by unauthorised third parties given access by authorised users.

(9) All attempts to access system settings or configurations are prohibited. In justified cases, users must disclose the specific programs and methods used to library staff.

(10) The University Library stresses that improper use of electronic devices is strictly prohibited. Users can be potentially barred from the University Library for improper or unauthorised use of library computers, services or devices; for making unauthorised changes to cables or the connections of library computers; and for non-observance of the preceding provisions.

Section 10 Termination of the User Agreement

(1) The User Agreement between the user and the University Library shall be terminated when the prerequisites for registration no longer apply, in particular when:

- a) a student withdraws or otherwise deregisters from the University;
- b) an employee or affiliate leaves the University;
- c) in the case of all other users, when the registration period expires;
- d) a user is barred from the University Library (refer to Section 11).

In the case of Sentence 1 a), if a student fails to return his or her library card to the University Library within one month after deregistration, then the relevant deregistration information shall be forwarded to the University Library by the Student Service Centre. The University Library will then deactivate the user's library card.

(2) User accounts shall be permanently deleted within one year after termination of the User Agreement.

(3) Outstanding debts do not expire with the termination of the User Agreement.

Section 11 Barring users

(1) Users who violate these Terms of Use or otherwise act in a disruptive manner can be barred from using the University Library temporarily or permanently by the President of Rhine-Waal University of Applied Sciences at the request of the Head of the University Library. Barred users shall be informed of this decision by official notice.

(2) Affected users have the right to be heard before a decision is made.

(3) The duties and obligations of the User Agreement remain unaffected by this decision.

(4) Barred users can appeal this decision in writing to the President of Rhine-Waal University of Applied Sciences within one month of receiving official notification. Appeals do not suspend or delay the decision's entry into force. The Administrative Court Procedures Code of North Rhine-Westphalia [Verwaltungsgerichtsordnung NRW] and the Administrative Procedure Act of North Rhine-Westphalia [Verwaltungsverfahrensgesetz NRW], as amended, shall apply additionally in all other respects.

Entry into Force

These Terms of Use shall enter into force on the day after their publication in the Official Notices of Rhine-Waal University of Applied Sciences. At the same time, the Terms of Use of the University Library of Rhine-Waal University of Applied Sciences dated 31 May 2016 (Official Notices 39/2013), in the version produced by the First Amending Statute on 20 December 2013 (Official Notices 03/2014), shall become invalid.

Annex 1

Terms of use for library lockers

as per Section 2 (3) Sentence 2 of the Terms of Use for the University Library of Rhine-Waal University of Applied Sciences:

1. The University Library provides lockers to users while they are in the library. Keeping perishable foods, chemicals or other dangerous or harmful substances and objects in lockers is prohibited. Users are not permitted to claim more than one locker at a time.
2. Locker keys can be removed after depositing a €1 coin. The University Library cannot change money for users.
3. Lockers must be cleared out before leaving the University Library, even if a user plans to use a locker the next day.
4. Each user who claims a locker agrees that this locker may be opened and cleared out by library staff, if necessary by force and without prior notification or request, if the maximum period of use defined by No. 3 is ignored.
5. Items cleared out by library staff are kept as lost items for a short period of time. Perishable food items shall be disposed of immediately without refund. Unclaimed items will be transferred to the lost property office [Fundbüro] in Kleve at regular intervals.
6. If the lock on a locker is broken or defective, please inform library staff immediately. Unauthorised repair attempts are strictly prohibited. Users who damage lockers through incorrect use are liable and responsible for all repair costs.
7. Inform library staff immediately of lost locker keys. The lock on the affected locker must be replaced as a result. Users who lose locker keys are liable and responsible for resulting damages and the cost of the replacement lock.
8. The University is not liable or responsible for loss or damages occurring to objects stored in library lockers.

Annex 2

Terms of use for private study rooms (carrels)

1. Where possible, the University Library provides private study rooms (carrels) to students of the University with a valid library card so that they can work on their final thesis over a certain period of time.
2. Library staff are responsible for managing carrels.
3. Students must submit a written request for a carrel. Multiple requests are not permitted. The request form can be obtained from library staff.
4. The request form requires proof that the carrel is required for a final thesis, generally in the form of official approval to begin the thesis.
5. Carrels may be claimed for up to a maximum of six weeks.
6. Students must use their assigned carrels at least 25 hours per week.
7. Carrels are assigned by library staff once a request has been approved.
8. Transponders for carrels can be obtained daily from the library information desk on the second floor. Transponders must be returned daily to the library information desk after use. Students must sign for the transponder when it is loaned out or returned. If a transponder is lost, the user who signed it out last is liable for replacement costs. Giving transponders to unauthorised third-parties is strictly prohibited.
9. Media used in carrels must be borrowed from the University Library first. Booking receipts must be kept with the respective books at all times and shown to library staff upon request.
10. Non-borrowable media such as newspapers, permanent reserves (marked by a red dot) and semester reserves must be returned immediately after use to the appropriate area.
11. Food, drinks (excluding bottled water) and smoking are strictly prohibited in carrels at all times.
12. The use of electric appliances (coffee makers, electric kettles etc.) is strictly prohibited in carrels at all times.
13. For safety reasons, users are not permitted to lock carrel doors from the inside.
14. Users are not permitted to alter the furniture in carrels or bring additional furniture from other areas of the University Library.
15. Library staff reserve the right to inspect carrels at any time.
16. If a user repeatedly violates these provisions or uses his or her assigned carrel less than the minimum number of hours per week, the University Library reserves the right to revoke

the carrel before the scheduled end of the period of use.

17. Library staff shall conduct a final inspection when a carrel is returned.

18. Unassigned carrels can be used freely by any users of the University Library.

Annex 3

Terms of use for group study rooms

1. Where possible, the University Library will provide group study rooms to students of the University with a valid library card. Group study rooms can accommodate between five and ten students.
2. Group study rooms are distributed via a sign-up list maintained by library staff.
3. Group study rooms may be used for up to one day (during normal operating hours only). If a room is not used for the entire day, library staff reserve the right to assign it to a new group of students.
4. Library staff are responsible for assigning group study rooms to students.
5. Media used in group study rooms must be returned to the appropriate collection areas when leaving the room.
6. Food, drinks (excluding bottled water) and smoking are strictly prohibited in group study rooms at all times.
7. Users are not permitted to alter the furniture in group study rooms or bring additional furniture from other areas of the University Library without the express permission of library staff.
8. Library staff shall conduct a final inspection when a group study room is returned.
9. The student who reserved the group study room is the designated point of contact for University Library. Further, he or she is responsible for any damages caused by the group.
10. Unreserved group study rooms can be used freely by any users of the University Library.

Notice: These Terms of Use entered into effect on 12 August 2016.