

# REGULATIONS<sup>1</sup>

These are the regulations of 'Bibliotheek Gooi en meer'. The regulations contain the conditions for membership, for lending and returning materials and for the use of the library.

## **SUBSCRIPTION/MEMBERSHIP**

1. 'Bibliotheek Gooi en meer' is a public library that is freely accessible to everyone. If you want to lend materials you will need a valid library card.

When you register as a member of the library, you will need to show a valid ID: such as a passport, tourist card, driving license or municipal identity card. If you don't have the Dutch nationality, you can identify yourself with one of the following documents: a residence document of the Immigration Service; a refugee passport; a foreign nationals' passport; a non-Dutch passport in which the Immigration Service has indicated that the person is authorised to stay in the Netherlands; An (electronic) leave to remain card (W-card) You also need to be able to show proof of address. When registering, children under the age of 16 need to be accompanied by a parent who can show a valid ID or by a caretaker who can show a valid ID of a parent.

You will pay the subscription price of your choice when you register as a member of the library for the first time. After one year, you will either receive a pre-printed credit slip or a digital invoice to renew your membership. When you register, you may also pay by direct debit collection. Of course you can also go the service desk in the library to renew or modify your membership.

2. Your library card is strictly personal and may not be given to other people.
3. Please report any change of address or e-mail address immediately to 'Bibliotheek Gooi en meer'.
4. Please also report any loss or theft of your card immediately to the library, so we can block your card and prevent any unlawful use. You can buy a new library card at the service desk. Of course you will need to show some proof of your identity before we can give you a new card. When you receive the new card, the old one will automatically no longer be valid.
5. Please return the library card when you end your membership for 'Bibliotheek Gooi en meer'. If you want to register at another library, we can give you a receipt for the remainder of the membership so you don't have to pay twice for that same period. Alternatively, if you have been a member for at least one year, we can also pay you the remainder of the year, minus the notice period of one month.
6. If, upon ending your subscription, you still have a deposit on your library card, we will pay this amount to you minus any costs you still need to pay. You will have to go to the service desk for such a request.

## **BORROWING/LENDING**

1. You can only borrow books with a valid library card. The library card entitles you to borrow items in all Dutch public libraries. Each library has its own rules on lending items. An exception to this is the restricted 'budget' subscription, because then you can only borrow items from the libraries of 'Bibliotheek Gooi en meer'.

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<sup>1</sup> This translation is provided for information purposes only. In the event of a difference of interpretation or a dispute, the original Dutch version of this document is binding.

2. Your library card allows you to borrow as many items as you like but the 'budget' subscription allows you to borrow only 20 materials each year.
3. You are responsible for the materials you borrow.
4. Before you borrow materials you have to check whether they are in a good condition. If they are not, then please go to the service desk and report it.
5. When the materials you have borrowed are lost or damaged, you must inform 'Bibliotheek Gooi en meer' as soon as possible. The amount you have to pay is based on the compensation regulations. The price of new materials and how old the materials are play a role in the amount of the compensation.
6. Some materials are not for free but cost money.

#### **HOW LONG CAN I BORROW MATERIALS?**

1. You can borrow most materials for four weeks, but certain materials may be borrowed for only a shorter period.
2. You may renew any item for another period unless there is a reservation for it.
3. When you return the materials too late, you will have to pay a fee. This fee is calculated from the first day that you should have returned the item. The ticket you receive when you borrow items serves only as a reminder. No rights can be derived from this.
4. If you fail to return the materials after the specified period, you will receive two written reminders. You may also receive these reminders by email. After these two reminders, you will receive one final reminder which indicates the maximum amount you have to pay for each item. You will then receive an invoice for this. If you fail to return the materials after the final reminder, a debt-collection agency may be called in. You will have to pay any extra costs for this.

#### **RESERVATIONS AND REQUESTS**

1. If the item you wanted is not immediately available, you can make a reservation for it. If the item is available in one of the branches of 'Bibliotheek Gooi en meer' the reservation will be free of charge. If the item is not available in one of the branches of 'Bibliotheek Gooi en meer' you will have to pay a fee for the reservation. You may have to pay a higher fee if the item you requested has to be transported from another province. The amount you have to pay for the reservation will be put on your library card automatically.
2. You will receive a message when the reservation is available from the library. You may receive this message by post or by email. You have to pick up the reservation within eight days of receiving the message. After this period, the item will either be returned to the library that supplied it or to our own library. In that case, any reservation fee will not be returned to you. If the material cannot be supplied, we will also send you a message. You will then of course not have to pay the reservation fee.
3. Reservations and requested materials may only be borrowed on the library card that is used for making the reservation or requesting the materials.

#### **GENERAL PROVISIONS**

1. Registered users of the library are entitled to look into their details included in the computerized administrative system of the library. Under the GDPR (General Data Protection Regulation) 'Bibliotheek Gooi en meer' may not give library information of the user to third parties. If your personal data are incorrect or incomplete, you can ask an employee of 'Bibliotheek Gooi en meer' to change this information. Such a request will be decided on within one month. If the request is refused, the reason for this will be given. A decision to correct, supplement, delete or block data is carried out as quickly as possible. If you have any questions about your data, please contact our privacy coordinator.
2. 'Bibliotheek Gooi en meer' does not accept any liability for damage to equipment resulting from media than has been borrowed, meaning that if equipment of the lender has been damaged as the result of borrowing for instance CDs, CD-ROMs, DVDs, Blurays and software, 'Bibliotheek Gooi en meer' cannot in any way be held liable for the damage suffered.
3. 'Bibliotheek Gooi en meer' is not liable for property you leave behind in the library or in the materials you borrowed.

4. Smoking is not allowed in the library. If you use the vending machine, you may not damage the library interior, books or other materials in any way. You have to clean up empty cups or packaging after use.
5. Pets are not allowed in the library, excepting guide or assistance dogs.
6. The use of skates, rollerblades, skateboards, steps, bicycles etc. in the library is not allowed.
7. Causing nuisance through noise or in any other way or harassing other visitors in the library is not allowed.
8. In case of theft or intentional vandalism, the library will inform the police.
10. Failure to comply with these regulations may result in exclusion from the library by the branch manager or the deputy branch manager. The branch manager or the deputy branch manager will decide on all cases not provided for in these regulations.
11. You receive a copy of these regulations when you register as a member of 'Bibliotheek Gooi en meer'. By accepting the membership of 'Bibliotheek Gooi en meer' you acknowledge that you understand and agree to the contents of the regulations.
12. You may file a complaint about the services of 'Bibliotheek Gooi en meer'. For the complaints and appeals, we refer to the 'regulations concerning the Complaints Handling Procedure and Right to Appeal' section at the end of these regulations.
13. The regulations are regularly updated.

#### **USE OF INTERNET AND PC**

1. Internet is available to consult information. Employees of the library may always interrupt consultation of the Internet if they suspect improper use of the Internet.
2. If you use a PC or the Internet, you may not hinder any other users. A maximum of two persons may use the computer at the same time, unless this causes nuisance to other users.
3. Logging in to privacy-sensitive sites like webmail is at your own risk.
4. You are not allowed to
  - consult pornographic sites or sites with information that incite to violence or racism;
  - use the Internet for illegal purposes;
  - destroy, adjust or damage equipment, software or data belonging to the library or other users;
  - use your own software.
5. In case it has been established that equipment or software of the library has been damaged, the library will determine the amount that has to be paid.
6. Software that is downloaded from the Internet may contain viruses. Email messages or their annexes may also contain viruses. The library cannot be held liable for damage to computer equipment or appliances of the user, nor for damage or loss of data resulting from viruses or misuse.

**Regulations concerning the Complaints Handling Procedure and Right to Object**  
**'Bibliotheek Gooi en meer'**

**Complaints handling procedure:**

**1 Filing a complaint and receiving a response**

- 1.1 If you have a complaint about how you were handled by an employee of 'Bibliotheek Gooi en meer', you may file a complaint with the service desk of the relevant branch within six months of the incident. You can ask one of the employees for a complaint form. Alternatively, you can send an email or write a letter. It is possible for both private individuals and organisations to file a complaint with the service desk of 'Bibliotheek Gooi en meer'.
- 1.2 If you have suffered damage as the result of 'Bibliotheek Gooi en meer' and you want compensation for it, please enclose receipts of payment for the costs you have made with the complaint.
- 1.3 Make sure that your complaint contains at least the following: name, initials, address, postal code, place, email address and telephone number;
  - what the complaint is about and the branch of 'Bibliotheek Gooi en meer' it concerns;
  - the date on which the complaint arose;
  - Within two weeks of filing the complaint, you will receive
  - acknowledgement of the complaint
  - the content of the complaint ((what has happened, why you disagree);
  - any comments;
  - if known: the name of the library employee involved;
  - signature, place, date;
- 1.4 'Bibliotheek Gooi en meer' will then investigate your complaint.
- 1.5 You will receive a written response from 'Bibliotheek Gooi en meer' within six weeks. The response will mention whether your complaint is justified, how 'Bibliotheek Gooi en meer' can accommodate you and whether 'Bibliotheek Gooi en meer' can take action to solve the root of the problem.
- 1.6 The same response period applies for complaints about any damage suffered and about the policy of the library: You will receive a written response within six weeks.

**2 If you do not agree with how the complaint is being handled**

- 2.1 'Bibliotheek Gooi en meer' takes the handling of complaints seriously. It is of course possible that you do not agree with the way your complaint is processed. In that case, you can object to the decision of 'Bibliotheek Gooi en meer' within six weeks after you have received it. Please respond in writing to the management of 'Bibliotheek Gooi en meer'.
- 2.2 You can object only once to the decision you received in response to your complaint. After your complaint has been handled for a second time, you can no longer object. The decision taken by the director is binding and final.
- 2.3 'Bibliotheek Gooi en meer' will inform you of the decision within six weeks after you filed an objection. Of course we will take all circumstances of the case into consideration (again). If 'Bibliotheek Gooi en meer' considers your complaint well-founded, we can take action to ensure that the cause of the complaint is taken away .

**3 As a final point**

- 3.1 'Bibliotheek Gooi en meer' may refrain from handling a complaint or objection if it:
  - a. has been filed too late, see points 1.1 and 2.1
  - b. is not complete, see point 1.3
  - c. is filed by someone other than the person who did not feel well treated by the employee or other than the person who suffered the damage.
  - d. requires further investigation by the insurance company of 'Bibliotheek Gooi en meer' into the liability, or if the complaint or objection is to be decided in a court action.
- 3.2 A copy of this complaints handling procedure is available in writing for anyone who wants a copy and is also available on the website of 'Bibliotheek Gooi en meer'.

**Final Provisions:** If the branch manager is not available, the director or the manager front office will decide. The director will decide all cases not covered by these regulations.

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