

General Terms and Conditions Library C.

These are the general terms and conditions for Library Services provided by Stichting C.

Below you can read what rights and obligations Stichting C. and a visitor have. This version was updated most recently on 3 January 2023

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Artikel 1. Applicability

1.1 When do these General Terms and Conditions apply?

These General Terms and Conditions apply to any offer made by and to every agreement concluded between FOUNDATION C. (hereinafter referred to as: "the Library") and the party (hereinafter referred to as: "the Visitor") who makes use of the Library's services. These General Terms and Conditions also apply to anyone who uses a library service (hereinafter referred to as: "the services") inside the building or at the site, without the person concerned having concluded an agreement with the Library directly or indirectly.

1.2 Terms

In these General Terms and Conditions, the terms below are defined as follows:

- a. *Library*: all branches of C. Library.
- b. *Library Member*: any natural person, who does not act in the conduct of a profession or business and who directly or indirectly concludes a membership with the Library in the form of a subscription.
- c. *Visitor*: any natural person, who is in or near a Library branch and who directly or indirectly uses the services offered by the Library. Users also include the members of the Library.
- d. *Membership*: an agreement in the form of a subscription with C. for the library services.
- e. *Membership Fee*: membership fee that is charged upon conclusion of a library membership with Stichting C.
- f. *Building*: the physical buildings of C., which should be considered to include that part of the public road adjacent to the Building to which C. holds a real right in any way or another location.
- g. *Services*: all library services that are organised by C. in or around a branch or online.

Artikel 2. Residing inside the library

The library is freely accessible to anyone. Every person is welcome to make use of the library's products and services, whether or not against payment.

2.1 Reading

At the library, everyone is allowed to read books, newspapers and magazines or search for information without limitation. It is necessary to hold a valid library card in order to be able to borrow materials.

2.2 Working or studying

Working or studying in the workplaces set up for this purpose (with or without a PC) is also free of charge. A workplace does need to be reserved in advance. You can do this easily online via EasyAccountPlus. See our website for more information.

Inside the library, you are only permitted to listen to music or other sounds from a computer, tablet or MP3 player with the aid of headphones.

Artikel 3. Membership and library card

3.1 Offers

All offers, announcements or other information and quotations made by the Library or by third parties are without obligation, acceptance of registration of a Library member is not mandatory.

3.2 Membership

A natural person can take out a membership by registering as member via www.cpunt.nl. It is also possible to register at the service desk of a C. Library branch. Registration requires valid personal identification (passport, driving licence). Children up to and including the age of 14 can register if they have the consent of a parent or legal guardian.

3.3. Subscription

When registering for membership, you will be asked to choose a subscription. The various subscriptions are set out on the website www.cpunt.nl.

These subscriptions involve cost, with the exception of youth subscriptions.

3.4. Library card

By taking receipt of the library card, the member accepts that their details are recorded in the membership records and accepts the contents of these General Terms and Conditions. Upon registration, costs will be charged in connection with the library card, with the exception of the free youth subscriptions. The library card is personal; a member can hold only one library card.

3.5 Use of the library card

The library card is valid in all branches of C. Library. This applies both to borrowing as well as to handing in borrowed materials.

3.6 Loss of the library card

In the event the library card is lost, stolen or damaged, the member will be required to block the card, which will make it possible to prevent misuse of the library card. The member is liable for any financial consequences if the library card is used by third parties in the interim.

Applying for a duplicate of the library card is possible against a small fee. The member does have to identify himself again for this purpose.

3.7 Personal data

The member is responsible for keeping their personal details, such as residential address, telephone number and e-mail address, up to date. Such information can be managed in the secure section of our website ("Logging in"). Changes to personal details can also be forwarded by e-mail or provided at the desk.

Artikel 4. Membership fee

4.1 Annual subscription

The membership fee for an annual subscription is charged for a period of one year and commences at the time of registration.

4.2 Payment of annual subscription

This membership fee can be paid in the following ways:

- a. Via iDEAL. The link is included in the e-mail that was sent.
- b. At the branch using PIN payment.
- c. By transfer into account number NL67INGB 0005563316 in the name of Stichting C. Always clearly state the number of the library card (4848xxxxxx) and the invoice number when transferring.
- d. By direct debit – authorisation will be requested for this purpose.

4.3 Indexation

Haarlemmermeer Library reserves the right to index the membership rates annually on 1 January. We always inform our customers in time of changes to the subscription structure.

4.4 Extension of annual subscription

A member receives an automatic notification regarding extension of the membership four to six weeks before the end of the membership fee period. This takes place by e-mail or letter. You do not receive a new library card when your membership is extended.

4.5 Lapse of the monthly subscription

Membership ends if the member has not paid within at most 2 months after the expiry date of the membership. The library card is blocked in such cases. Any debt on the library card will have to be paid.

4.6 Monthly subscription

The membership fee for a monthly subscription is collected by direct debit: this takes place around every 10th day of the month with respect to the membership for the next month. You would have issued an authorisation for this purpose.

4.7 Monthly subscription payment obligation

In the event the membership fee for the next period was not paid and the member still borrowed materials after the current membership fee period ended, the member will be obliged to pay the costs of membership for the next membership fee period.

4.8 Lapse of the monthly subscription

Membership ends if the member has not paid within at most 2 months after the expiry date of the membership. The library card is blocked in such cases. Any debt on the library card will have to be paid.

4.9 Switching to a different subscription

It is possible to switch to a different type of membership during the course of the membership fee period.

4.10 Termination of the subscription

The subscription must be terminated in writing. This can be done via the contact form on the website or by sending an e-mail to info@cpunt.nl referencing the membership number, name and date of birth.

(a) Interim termination

The membership fee that was paid may be refunded in case membership is terminated early. Refunds take place in proportion to the number of months of the membership that have not yet expired and subject to setting off any costs still to be paid. Any positive balance that remains on the library card may be paid out. The member has to submit a request to that effect at the library.

Interim termination of an annual subscription during the first year of membership constitutes an exception to the above. Refunds are not possible if this is the case.

(b) Death

The membership fee paid and any balance on the library card are refunded in case of death. Surviving relatives are required to submit a request to that effect. Refunds take place in proportion to the number of months of the membership that have not yet expired and subject to setting off any costs still to be paid. Any positive balance that remains on the library card is paid out to the surviving relatives.

4.11 Termination of the Subscription:

The subscription ends:

- if the membership is not paid within the term permitted.
- in the event membership is revoked by the board of the library due to these regulations or the applicable house rules being breached
- pursuant to written termination by a relative or a person directly involved in case of death.

Artikel 5. Borrowing and extensions

5.1 Borrowing

Adult library members are not allowed to borrow using a library card registered in the name of a youth member. Youth cards apply up to the age of 14.

Children are not permitted to borrow on their own library card DVD's with a motion picture rating age above their own age. The library is bound by the age labelling of the material when lending DVD's. The material can be placed on the card by a library employee only if this approved by an adult who is present and who bears responsibility for the child.

5.2 Borrowing fees

Depending on the type of subscription, there are various materials for which borrowing fees are charged. The applicable rates and borrowing conditions can be found on the website or in various brochures available at the library.

The member agrees to pay the borrowing fee by borrowing materials. When borrowing materials, members receive a receipt that contains information about the materials borrowed and the hand-in date. The borrowing fee to be paid is deducted from the balance.

5.3 Borrowing balance

In the event a deficit arises on the library card, the member in question will not be able to borrow until the deficit has been made up. The balance can be placed on the card in advance in order to prevent unpleasant surprises. Topping up the balance, or making up the deficit can also be done via our website by means of IDEAL payments.

5.4 Handing in

If we have a valid e-mail address for the member, the member will receive an e-mail containing a reminder of the hand-in date the day before the materials are due to be handed in. We send this e-mail as additional service. The fact that the member does not receive this e-mail does not alter the fact that the member is responsible for handing in the materials in time and cannot form a reason for waiving the additional borrowing fee.

(a) Within the borrowing period

No additional borrowing fee is charged if the materials borrowed are returned within the applicable borrowing period.

(b) Outside the borrowing period

The library member will owe an additional borrowing fee if the borrowed materials are returned outside the applicable borrowing period. The additional borrowing fee is charged per day and debited from your card when the materials are returned.

5.5 Handing in outside opening hours

The library branches (with the exception of Badhoevedorp and Zwanenburg) have a letter box in which borrowed materials may be deposited outside opening hours. Materials handed in after the library has closed are processed the next working day. That day will apply as the formal handing-in date and determines the amount of any additional borrowing fee.

The use of the letter box is at your own risk. The library is not liable for the loss of materials or for the borrowing period being exceeded.

5.6. Fees in case borrowed materials are not handed in

The library sends a reminder if borrowed materials have not been handed in after the maximum borrowing period. If the materials have still not been handed in following this reminder, the library member will receive an invoice for reimbursement of the material within four weeks after expiry of the borrowing period. The library card is blocked simultaneously with the dispatch of this invoice until the invoice has been paid.

5.7 Extensions

Depending on your subscription, materials can be extended at most once. Extending the borrowing of materials is free of charge. A new borrowing fee period is charged for some materials, however.

Extending the borrowing of materials can be done via the library's website, at the borrowing stations in the library branches and via the Bibliotheek Wise app.

The extension of the borrowing period is calculated with retroactive effect, in the event a book is extended 3 days after the original hand-in date, the period of the extension will be 3 days less than the maximum extension period.

5.8 Exceptions to extensions

The borrowing period of the materials cannot be extended if the borrowed materials have been reserved by another library member in the meantime.

Artikel 6. Damage and loss

6.1 Damage or loss

Borrowed materials must be handed in complete and in the condition in which they were borrowed. In the event borrowed materials are lost, damaged or not handed in, the replacement value will be charged. This will be the price when new of the same or comparable materials, plus the costs of library processing. An average price will be calculated if the price when new can no longer be established.

A fee will be charged as yet if an inspection after the fact reveals that the materials that were handed in are damaged.

6.2 Inspection

In case of doubt regarding the condition of the material to be borrowed, it is recommended to have this recorded at the customer service desk before the material is borrowed.

6.3 Unilateral termination of membership

Membership may be terminated unilaterally in the event an invoice for reimbursement of the materials or for fees in case materials are handed in late has not been paid within the payment term set even after a reminder invoice has been sent. The claim will continue to apply in full, however.

Artikel 7. Reservations and requests

7.1 Reservations

Almost all materials from the C. Library collection can be reserved. Depending on the subscription, a fee of €0.50 is charged per material reserved, whereafter the material can be collected at your own library branch.

Reservations can be made via the library website, at the library branches and via the Bibliotheek Wise app.

7.2 Materials from other Libraries

The fact that C. Library forms part of the Noord-Holland and Zuid-Holland reservations network means that members of C. Library can also have materials from the collections of other libraries from Noord-Holland and Zuid-Holland brought to their own library branch. This does not involve additional costs.

Requests for materials from collections of libraries outside Noord-Holland and Zuid-Holland are possible against payment of a fee.

7.3 Term

Materials must be collected at the designated branch within the term set of 7 working days.

The reservation fee is charged for materials that have been reserved but which have not yet been collected.

Artikel 8. Other obligations on the part of the user

8.1 Morality and public order

While residing in the Building or the Location, the User is obliged to conduct himself in accordance with public order, morality and the prevailing rules of decency. The Visitor is also obliged to comply with the house rules and instructions issued by the designated officials, attendants, the fire brigade and other competent persons.

In this connection, we ask that you:

- Do not cycle, skate, rollerblade, inline skate or ride a scooter inside the building.
- Throw rubbish, paper, leftovers and/or other waste in the designated waste bins.
- Do not bring pets inside, unless it concerns official assistance dogs such as guide dogs for the blind.
- Do not enter with, carry or use striking weapons, stabbing weapons or firearms.
- Do not smoke or consume alcohol or drugs.
- Are not under the influence of alcohol or drugs inside the building and do not trade in these.
- Do not use bad language, speak in a loud voice or shout.
- Do not use coarse or discriminatory language.
- Do not cause vandalism or throw items. A report is always submitted to the police in the event property of Het Cultuurgebouw is stolen and/or destroyed, with the costs of the damage being charged to the party that caused it.
- Do not bring or let off fireworks.
- You are not allowed to use the building as a sleeping area.
- Do not threaten, intimidate or use physical violence towards other people.
- Do not consult, view, produce or disseminate pornographic, violent, discriminatory or threatening images and/or texts.
- Do not bother other people.

8.2 Safety

The Library has the right to change the (regular) opening hours in line with occasional exercises related to company emergency response (Section 23 of the Working Conditions Act) or, in case of an emergency, a full or partial evacuation of one or more buildings considered necessary by the Library.

There is camera surveillance at the location where the event is being organised. Camera images will be retained for a period to be determined by the Library and will be made available to the police if necessary.

8.3 Breaches

The Library has the right to deny access to the buildings of Stichting C. temporarily or permanently to visitors who breach the rules in these General Terms and Conditions or the house rules of Stichting C. or in the event there is otherwise a valid fear that the visitor will cause damage. In case of undesirable behaviour, the Library will have the right to deny visitors access to the building for a certain period by means of a written instruction.

Artikel 9. Liability

The library is not liable for loss, theft or damage to the property of library visitors.

Artikel 10. Complaints procedure

Please let us know if you still have complaints about our the library despite our efforts. This is the only way we can attempt to resolve the complaint to everyone's satisfaction. You may send in a complaint using a form on our website or by sending an e-mail to info@cpunt.nl. You will receive a response from us within two working days. If you are not satisfied with the handling of the complaint, you may then contact the director of the Library directly.

Artikel 11. Personal data

Several personal details are recorded during the registration. Registration and the use of these personal data in the membership records takes place in accordance with the applicable legislation and regulations and in accordance with its privacy policy, which can be bound on the C. website (www.cpunt.nl).

Data pertaining to borrowed materials are linked to the library card for as long as the materials are in your possession. They are removed from your library card as soon as the borrowed materials have been handed in. These data are stored in your borrowing history, however. If you object to this, you can change this setting yourself via the secure section of our website ("Logging in") so that the borrowing history is no longer recorded after materials have been handed in.

Artikel 12. Validity of the regulations

The most recent version of these regulations applies. All previous versions lapse if a revised version is adopted. In the event the changes are drastic in nature, this will be addressed by means of announcements via various channels in order to inform our customers thereof sufficiently.

Variable data such as borrowing periods, membership fee amounts, late fees and opening hours are announced as much as possible annually via the customary channels such as websites and flyers.

The director of the Haarlemmermeer Bibliotheek decides in cases not provided for in these regulations.