

# REGULATIONS

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

## SUBSCRIPTION/MEMBERSHIP

1. 'Bibliotheek Gooi+' 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 Dutch nationality, you can identify yourself by showing 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 pay the subscription price of your choice when you register as a member of the library for the first time. If your email address is known to 'Library Gooi+', you will receive a pre-printed digital invoice annually to renew your membership. In case you do not have an email address, you will receive an invoice by post. When you register, you can 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+'.

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 obtain a new library card at the service desk for a small fee. 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. Any deposits or amounts payable are automatically transferred from your old to your new card.

5. If you wish and 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. If you end membership within one year, any remaining amount will not be returned.

6. If, on 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 to make such a request within 4 weeks.

## LENDING

1. You can only lend books with a valid library card. The library card entitles you to lend items in all Dutch public libraries. An exception to this is the restricted 'budget' subscription, because then you can only lend items from the 'Bibliotheek Gooi+' library and its branches. Each library has its own rules on lending items. If you lend materials from another library, the lending regulations of the host library will apply.
2. Depending on the type of subscription, you may lend as many items as you like. An exception to this is the restricted 'budget' subscription, which allows you to lend a maximum of 20 materials each year.
3. You are responsible for the materials you lend.
4. Before you lend 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 lent are lost or damaged, you must inform 'Bibliotheek Gooi+' 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 LEND MATERIALS?

1. You can lend most materials for four weeks, but certain materials may be lent for a shorter period only.
2. You may extend the lending period of any item unless another lender has already made a reservation for this item.
3. When you return the materials too late, you will have to pay a fee. This fee is calculated from the first day after the lending period has ended. The ticket you receive when you lend 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+' you do not have to pay a fee for the reservation. If the item is not available in one of the branches of 'Bibliotheek Gooi+' but still within the provincial network, you have to pay an administration/transport fee for each 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 will receive this message 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, you will also receive a message. You will then of course not have to pay the reservation fee.
3. Reservations and requested materials can only be lent on the library card that is used for making the reservation or for requesting the materials.

## **GENERAL PROVISIONS**

1. Registered users of the library are entitled to inspect their details included in the computerized administrative system of the library. Under the Data Protection Act ('AVG'), 'Bibliotheek Gooi+' is not permitted to provide any library information of the user to third parties. 'Bibliotheek Gooi+' handles the personal data of its users with the utmost care. If your personal details are incorrect or incomplete, you can ask an employee of 'Bibliotheek Gooi+' 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 or complaints in respect of the processing of personal data, you can direct them to any of the employees of 'Library Gooi+', and they will pass on these request to the privacy coordinator.
2. 'Bibliotheek Gooi+' does not accept any liability for damage to equipment resulting from material than has been lent, meaning that if equipment of the lender has been damaged as the result of lending for instance CDs, DVDs, games or software, 'Bibliotheek Gooi+' cannot in any way be held liable for the damaged suffered.
3. 'Bibliotheek Gooi+' is not liable for property you leave behind in the library or in the materials you have returned.
4. Smoking is not allowed in the library. When using the vending machine, or bringing your own food, 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 immediately inform the police.
9. 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 decides on all cases not provided for in these regulations.
10. By accepting the membership of 'Bibliotheek Gooi+', you acknowledge that you understand and agree to the contents of the regulations. The lending regulations can be read on the Gooi+ Library website; [bibliotheekgooiplus.nl](http://bibliotheekgooiplus.nl).
11. You may file a complaint about the services of 'Bibliotheek Gooi+'. For any complaint or objection, we refer to the 'regulations concerning the Complaints Handling Procedure and Right to Appeal' section at the end of these regulations.
12. 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.
7. It is not allowed to use a USB stick in the computers of 'Library Gooi+'

## **COMPLAINTS HANDLING PROCEDURE**

### **Complaints handling procedure:**

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

1.1 If you have a complaint about the conduct of one or several employees of 'Bibliotheek Gooi+', 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+'.

1.2 If you have suffered damage as the result of 'Bibliotheek Gooi+' and you want to be compensated 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+' it concerns;
- the date on which the complaint arose;
- the content of the complaint (what has happened, why you disagree);
- any comments;
- if known: the name of the library employee(s) involved;
- signature, place, date.

1.4 Within two weeks of filing the complaint, you will receive an acknowledgement of the complaint.

1.5 'Bibliotheek Gooi+' will then investigate your complaint.

1.6 You will receive a written response from 'Bibliotheek Gooi+' within six weeks. The response will mention whether your complaint is justified, how 'Bibliotheek Gooi+' can accommodate you and whether 'Bibliotheek Gooi+' can take action to solve the root of the problem.

1.7 The same response period applies in respect of complaints about any damage suffered and about the policy pursued by 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+' takes the handling of complaints seriously. It is of course possible that you do not agree with the way in which your complaint is processed. In that case, you can object to the decision of 'Bibliotheek Gooi+' within six weeks after you have received it. Please respond in writing to the management of 'Bibliotheek Gooi+'.

2.2 You can object only once to the decision you received in response to your complaint. After your complaint has been reviewed for a second time, you can no longer object. The decision taken by the managing director is binding and final.

2.3 'Bibliotheek Gooi+' will inform you of the decision within six weeks of filing an objection. Of course we will take all circumstances of the case into consideration. If 'Bibliotheek Gooi+' considers your complaint well-founded, action can be taken to tackle the cause of the complaint.

### **3. As a final point**

3.1 'Bibliotheek Gooi+' 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(s) or other than the person who suffered the damage.

d. requires further investigation by the insurance company of 'Bibliotheek Gooi+' 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+'.

### **Final Provisions**

1. The managing director decides all cases not covered by these regulations.