

**TERMS AND CONDITIONS OF USE  
OF THE COLLECTIONS, RESOURCES AND SERVICES  
OF THE MUNICIPAL LIBRARY OF LODZ (BIBLIOTEKA MIEJSKA W ŁODZI)**

**§ 1. GENERAL PROVISIONS**

1. These Terms and Conditions lay down rules regarding:
  - a) use of the library in the Municipal Library of Lodz,
  - b) use of the reading room and access to the collections and services available on site at the Municipal Library of Lodz,
  - c) use of the Municipal Library of Lodz Card,
  - d) use of computer hardware and a wireless Internet access point (hotspot).
  - e) use of the online account
2. The price list of services for which fees are charged is included in the Annex to these Terms and Conditions.

**§ 2. DEFINITIONS**

1. The terms used in these Terms and Conditions shall have the following meaning:
  - a) **Terms and Conditions** – Terms and Conditions of using the collections, resources and services of the Municipal Library of Lodz;
  - b) **Library** or **BMwŁ** – the Municipal Library of Lodz (Biblioteka Miejska w Łodzi);
  - c) **branch** – the organizational unit of the Library indicated in the Statute; the list of branches with their addresses and e-mail addresses can be found on the website: [www.biblioteka.lodz.pl](http://www.biblioteka.lodz.pl);
  - d) **Reader** – an individual who has registered with the Municipal Library of Lodz according to the rules specified in §3 p.1-4 of the Regulations;
  - e) **library collections/items** – books (including audio books), board games, vinyl records ;
  - f) **magazines** – newspapers, weekly and monthly magazines subscribed for by BMwŁ;
  - g) **Library services** – the services specified in the Library Statute; a full list of services provided by the Library to readers can be found on the website: [www.biblioteka.lodz.pl](http://www.biblioteka.lodz.pl);
  - h) **Municipal Library of Lodz Card** (also called the **Card** or **Fiszka**) – an identifier, with a QR code and an individual identification number, issued by the Municipal Library of Lodz which gives its holder right to use services offered by the Library or an offer prepared by the Partner, including preferential terms. The Card is available in the following variants:
    - i. Card intended for children under 4 years of age;
    - ii. Card intended for children and teenagers from 4 to 18 years of age;
    - iii. Card intended for persons over 18 years of age;
  - i) **Partner** – an entity that offers to the Reader an opportunity – upon presentation of the Card – to use this entity’s product or services on preferential terms, in particular discounts;
  - j) **fee for overdue items** – a lump-sum fine charged in the event of failure to return the library item on time; the fee is charged on each library item in the amount of

PLN 0.50 for every day overdue; the fee is paid in the branch where the debt arose or in the form of payment to the Library's bank account indicated on the website: [www.biblioteka.lodz.pl](http://www.biblioteka.lodz.pl).

- k) **replacement fee** – the amount paid by the Reader in the case of loss or destruction of a borrowed library item, when the purchase of an identical item is impossible.
- j) **online account** – an account providing the reader with individual access to the library's services

### § 3. REGISTRATION OF READERS

1. Anyone who satisfies the following mandatory registration formalities can become the Reader at the Library:
  - a) read the Terms and Conditions in detail;
  - b) present a document with a photograph to confirm his/her identity;
  - c) fill in the registration form and sign it with his/her own handwritten signature to confirm that s/he undertakes to comply with the Terms and Conditions.
2. After completing the activities listed in p. 1, the Reader receives the Municipal Library of Lodz Card. The rules of using the Municipal Library of Lodz Card are specified in §6 of the Terms and Conditions.
3. A parent or legal guardian is responsible for and signs the registration documents on behalf of the Reader under the age of 18.
4. Foreigners are registered on the basis of a passport or permanent or temporary residence card.
5. The reader is obliged to inform the Library about any change in his or her name and address.
6. During the first visit of the calendar year you are required to update your personal information in the computer data base at your local library branch.

### § 4. TERMS AND CONDITIONS OF USING THE LIBRARY

1. In one branch the Reader can borrow and hold on his/her account up to 5 books at a time. If the Reader uses a few branches, the total number of books borrowed and held on Reader's account may not exceed 15.
2. Readers who do not have a permanent address or PESEL number can borrow and hold on their account a total of up to 3 library items.
3. The checkout period is:
  - a) for books (including audio books) – up to 30 days;
  - b) for movies, CDs, board games – up to 14 days;
  - c) for vinyl records – up to 14 days
4. Readers may be granted an extension of the checkout period:
  - a) books – by up to 30 days,
  - b) board games – by up to 14 days,
  - c) vinyl records up to 14 days

only if these items have not been booked by someone else.

5. The extension can be made at the least on the day of returning the borrowed library materials

6. Up-to-date press is only available to the Readers on the spot.
7. Readers can order and book up to 2 books . The ordered or booked items should be collected within 3 working days at the latest, otherwise they will be made available to another Reader.
8. Readers should pay attention to the condition of items before borrowing them. Any damage and deficiencies noticed should be reported to the librarian. Deficiencies found by the librarian and not reported before shall burden the Reader.
9. Readers are obliged to return borrowed items within the checkout period, without any request from the Library.
10. Failure to meet the deadline for return of borrowed items may result in blocking the library account at the branch and charging a fee for overdue items.
11. For any reminder letters sent, the Library charges a fee that is equal to their postage price.
12. If, for reasons attributable to the Library, it is impossible to return or prolong the checkout period for the borrowed items, the Library shall dismiss the fees for overdue items that would be due for the duration of the circumstances preventing the return or prolongation. This applies only to library items whose return date falls on days when circumstances preventing their return or prolongation occurred.
13. If the Reader, despite the reminder letters sent by the Library, refuses to return library items or pay a fee for overdue items, the Library may pursue its claims in accordance with the applicable law. The Library may enforce the return of borrowed items and fees for overdue items through a debt collection company.
14. The Reader is responsible for damages resulting from loss, damage or destruction of the borrowed items.
15. In the event of loss or destruction of a borrowed library item, the Reader is obliged to purchase an identical copy or, if this is impossible, to pay a replacement fee in the amount determined by the branch manager based on the current market value of the library material. Upon the consent of the branch manager, it is possible to buy another edition of the same title.
16. If one part of a multi-element collection is lost or damaged, compensation is charged for the whole collection. The remaining parts of the collection are still the property of the Library.
17. The librarian gives the Reader a receipt for the sums paid in compensation.
18. In random cases (such as fire, theft, etc.), exemption from the obligation to pay compensation can only take place after the submission of an appropriate certificate issued by authorized bodies in the branch.
19. If the Reader, despite the warnings sent by the Library, refuses to pay compensation, the Library may pursue its claims in accordance with applicable law.

#### **§ 5. TERMS AND CONDITIONS OF USING THE READING ROOM AND ACCESS TO THE COLLECTIONS**

1. All Readers with a valid Library Card have the right to use the Reading Room.
2. The Reading Room book collection is used only on site.
3. The Reading Room's immediate-access book collection is used through the librarian or independently, after prior notification of selected books to the librarian and leaving a valid Library Card with the librarian.

4. Materials brought to the Reading Room can be used only after prior notification to the librarian.
5. Before leaving the Reading Room, all borrowed items should be returned to the librarian.
6. The Reader is personally responsible for the books, magazines and special collections made available to him/her. Any damage noticed should be reported immediately to the librarian on duty.
7. The librarian is obliged to provide the Reader with all information concerning the collections and help the Reader use the online catalogue.

## **§ 6. TERMS AND CONDITIONS OF USING THE MUNICIPAL LIBRARY OF LODZ CARD**

1. The Municipal Library of Lodz holds the ownership title to the Card.
  2. A proper age version of the Card is issued to an individual upon registration with the Municipal Library of Lodz.
  3. Readers who registered with the Library before 1 January 2019 receive their age version of the Card after updating their data in one of the BMwŁ branches.
  4. The card entitles the Reader to use the services offered by the Library or the offer prepared by Partners, including preferential conditions, in particular discounts.
  5. Based on the Card, only the Reader to whom the Card is assigned can use the Library services or discounts granted by the Partner.
  6. One Reader may hold only one Card.
  7. In order to use the services of the Library or the Partner, the Reader must present the Card.
  8. Before visiting the Partner accepting the Card, please read the information concerning the use of discounts offered by the Partner to the Readers presented on the BMwŁ website.
  9. The Municipal Library of Lodz Card is valid for a calendar year. After that, the Reader is obliged to update his/her personal data in the computer database of the selected branch.
  10. The Library does not charge any fees or remuneration to the Reader for the issuance and use of the Card.
  11. In the case of loss of or damage to the Card, a new Card will be issued to the Reader at the Library branch.
  12. The new Card shall be issued on the condition of return of a damaged card or the submission of Reader's written statement of inability to return the Card, stating the reasons for that.
  13. The fact of losing or damaging the Card should be immediately reported to the Library:
    - a) by e-mail to the e-mail address of one of the Library branches;
    - b) in writing to the address of one of the BMwŁ branches.
    - c) in person at one of the Library's branches.
- the responsibility of the Reader.
15. The Library is not responsible for the consequences of using the Card by unauthorized persons until the loss/damage of the Card is reported by the Reader.
  16. The library is not responsible for the content and implementation by the Partners of the offer referred to in paragraph 4.

## **§ 7. TERMS AND CONDITIONS OF USING COMPUTER HARDWARE AND WIRELESS INTERNET ACCESS POINT (HOTSPOT NETWORK)**

1. Library branches are equipped with computer workstations that can be used by the Readers.
2. Computer services can be used upon presentation of a valid Card, issued in accordance with § 6 of the Terms and Conditions.
3. Access to the Internet in the Library is primarily intended to satisfy the information-related and scientific or academic needs of the Readers. The use of instant messengers, chat rooms and games is permitted, however, priority is given to Readers seeking information. If the Reader uses the Internet for entertainment and another person wants to use it for information purposes, the librarian may demand that the computer workstation be released to the latter.
4. Librarians have the right to monitor the activities performed by the Reader at the computer. The computer is additionally monitored with the use of specialized software.
5. Reader's own files left by the Reader on the computer will be deleted. The library is not responsible for any loss of data.
6. The wireless Internet access point (hotspot network) is subject to the ownership title of the Municipal Library of Lodz.
7. The service of using the wireless Internet access point is available only during Library working hours, after receiving the access code from the Librarian.
8. Only devices which re compliant with the 802.11b, 802.11g, or 802.11n standards can be connected to the wireless network.
9. Library employees do not provide direct support for Readers regarding the configuration of the Reade's device to enable the use of the hotspot network.
10. The Library imposes a 60-minutes limit on the length of a hotspot session for each reader.
11. The Internet service provider is responsible for the minimum speed of the Internet connection.
12. The availability of all network services is not guaranteed.
13. It is forbidden to use the Library's computer hardware or wireless Internet access point (hotspot network) to:
  - a) try to access the Library's proprietary network resources;
  - b) attempt to bypass the security measures used for wireless access;
  - c) run service servers on connected devices;
  - d) further share the signal through the use of repeaters, routers, etc;
  - e) any other actions of the User that may be considered potentially dangerous for the operation of the wireless Internet access point and the IT infrastructure of the Library,
  - f) install the software and make changes to the configuration of the software installed on the local disk of the computer,
  - g) pursue one's commercial purposes,
  - h) pursue one's purposes contrary to applicable law.
14. Traffic through the hotspot network is unsecured and can potentially be watched by others. When using sites and services that contain sensitive data, it is advisable to use encrypted access protocols. The Library shall not be held liable for damages resulting from failure to comply with the above recommendation.
15. The Reader shall not be entitled to any claims for temporary or permanent lack of the Internet signal due to technical problems.

16. By logging in to the hotspot network, you agree to be bound by these terms and conditions of using the wireless Internet access point.
17. The reader shall bear full responsibility for any damage caused by him/her to remote or local computer systems and any other damage or abuse committed using the Internet resources and applications made available to him/her.
18. The librarian may deny the Reader access to the computer if s/he considers that the Reader engages in undesirable activities, even if they are not specified in the Terms and Conditions.
19. Any Reader who fails to comply with the provisions of these Terms and Conditions may be temporarily or permanently deprived of the right to use the computer hardware, at the discretion of the branch manager.

## **§ 8. PERSONAL DATA PROCESSING**

1. Readers' personal data are processed in accordance with the applicable regulations to the extent that is necessary for the provision services offered by the Municipal Library of Lodz, based on the statement made by the Reader or his/her statutory representative regarding the processing of personal data, submitted when registering with the Library.
2. Detailed information on the processing of personal data can be found at the following address: <https://biblioteka.lodz.pl/assets/policies/0517f18c67/RODO.pdf>
3. Any questions concerning personal data protection should be sent by e-mail to the following address: [daneosobowe@biblioteka.lodz.pl](mailto:daneosobowe@biblioteka.lodz.pl)

## **§ 9. FINAL PROVISIONS**

1. The Reader is obliged to:
  - a) behave in such a way as not to disturb other Readers,
  - b) to respect the property of the Library and to use it in accordance with its intended purpose;
  - c) to abide by these Terms and Conditions.
2. Any Reader who does not comply with the Terms and Conditions may lose the right to use the Library, by a decision of the branch manager. The reader may appeal to the Director of the Municipal Library of Lodz against the decision of the branch manager.
3. The librarian has the right to demand that any persons who violate the generally binding norms of behaviour, in particular persons who are intoxicated, behaving inappropriately, dangerous, aggressive, being a nuisance to other Readers or being disgusting due to dirt, sloppiness, unpleasant smell, leave the Library premises.
4. The Library shall not be responsible for any personal belongings left unattended.
5. Information about changes to the Terms and Conditions will be published on the Library's website and placed in individual branches. After 30 days from the date of publication of information about changes, it is considered that the Reader has acknowledged them.
6. Current announcements addressed to the Readers are placed on the Library's website and in individual branches.
7. Any comments, wishes and complaints regarding the functioning of the Library can be reported to the branch manager.

**Annex to the Terms and Conditions of use of the collections, resources and services  
of the Municipal Library of Lodz**

**PRICE LIST FOR SERVICES**

<b>No.</b>	<b>Type of service</b>	<b>Price</b>
1	black and white A4 print – text	PLN 0.50
2	black and white A4 print – graphics	PLN 1.00
3	A4 colour printing – text	PLN 1.00
4	A4 colour printing – text + graphics	PLN 2.00
5	A4 scanning	PLN 1.00
6	A3 scanning	PLN 2.00
7	photocopying – black and white A4 - text	PLN 0.50
8	photocopying – black and white A3 - text	PLN 1.00
9	photocopying – A4 colour - text	PLN 1.00
10	photocopying – A4 colour - graphics	PLN 2.00
11	photocopying – colour A3 - text	PLN 2.00
12	photocopying – A3 colour - graphics	PLN 4.00

**PRICE LIST FOR SERVICES - 3D PRINTING**

<b>No.</b>	<b>Type of service</b>	<b>Price</b>
1	weight of the printed design from PLA material	PLN 0.30/ G
2	printer's working time - for every 1/2 h started	PLN 1.00
3	preparation of the project sent for printing	PLN 7.00
4	cost estimation of printing service	free