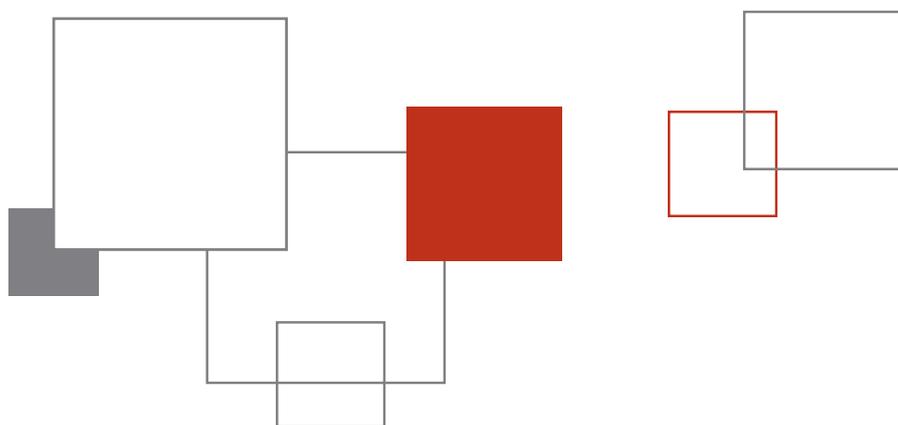


# Municipal Library of Prague

## Municipal Library of Prague Library Rules



Wording valid from 1 March 2013

[www.mlp.cz](http://www.mlp.cz)

This text is purely informative.

In the case of any conflict between the English translation and the Czech wording, the Czech version of these Library Regulations will apply.

Municipal Library of Prague  
Library Rules



## **CHAPTER 1**

### **PREAMBLE**

#### **Article 1**

(1)

The Municipal Library of Prague (hereinafter also referred to as the MLP) is founded as an allowance organisation of the Capital City of Prague by the MLP Foundation Deed adopted by the Prague City Assembly pursuant to the provisions of Section 59, paragraph 2, clause i) of Act No. 131/2000 Coll. on the Capital City of Prague, and the provisions of Section 23, paragraph 1, clause b) and Section 27 of Act No. 250/2000 Coll. on budget rules governing territorial unit budgets.

(2)

The MLP is a public and universal library providing equal access to everyone. It is registered with the Ministry of Culture of the Czech Republic as public library No. 0025/2002. The MLP is a regional library for the Capital City of Prague pursuant to Act No. 257/2001 Coll. on libraries and conditions governing the operation of public librarian and information services (the Library Act) and pursues the goals and the mission defined therein.

#### **Article 2**

The MLP provides library and information services to the public in the network of its branches and in compliance with the Library Act. This network consists of the Central Library, branches and bibliobuses. All of these shall further be referred to as “libraries”. The MLP publishes up-to-date lists of its libraries on its website and at the libraries.

#### **Article 3**

(1)

The MLP Library Rules (hereinafter the “Library Rules”) regulate the conditions under which the MLP provides its library, information and other services to the public.

(2)

The Library Rules are issued pursuant to Section 4, paragraph 7 of the Library Act and also to Article 3, paragraph 2 of the MLP Foundation Deed.

## **CHAPTER 2**

### **DEFINITION OF KEY TERMS**

#### **Article 4**

(1)

An opening day is a day on which at least one library in the MLP library network provides off-site loans and enables the returning of borrowed library items.

(2)

The bibliobus is a mobile library providing its services at defined locations, on defined days and in defined hours. Up-to-date lists of these locations are available at the MLP website and at its libraries.

(3)

The term library unit signifies any document in the library’s fund registered as a separate object. Regarding library loans, the term of library unit may also refer to frames of paintings, special packaging, headsets, electronic equipment etc.

(4)  
The library fund is a set of all library units that the MLP makes available to its users.

(5)  
The free selection is a part of the library fund which is accessible to the user without a librarian's assistance.

(6)  
The library user (hereinafter the user) is every person who at a given time uses the library fund, technical equipment, data or any other services provided by the MLP in any way no matter whether they do so in person, are represented by another person or use the internet, phone etc. The term user shall also refer to anyone who is present in the premises of any library.

(7)  
The registered reader of the library (also referred to as the reader) is a user who entered into a special contractual relation with the MLP and is thus entitled to off-site loans as well as other services. The origination, duration and termination of this legal relation are detailed below. The library maintains records of readers and loans using computing and information technologies.

(8)  
The registration period is a period during which a reader is entitled to services that the MLP provides to registered readers.

(9)  
Any loan from the library fund is either an on-site or off-site loan. The term on-site loan refers to a loan which can only be used in the library's premises. An off-site loan is a loan where the MLP grants its explicit consent (pursuant to provisions of Article 36) with the reader using the library unit outside the library's premises. The provisions governing loans shall also be applied to a temporary provision of the use of copyright granted by the library to the reader.

(10)  
The loan period is a period within which the user may use the borrowed library unit. The loan period is determined by the MLP upon the execution of the loan. If the MLP does not do so, the periods defined herein shall apply.

## **CHAPTER 3**

### **SERVICES FOR USERS**

#### **Article 5**

(1)  
The MLP provides information services in an extent which is proportionate to its mission; it provides mainly referential, factual and bibliographic information as well as information from external information sources.

(2)  
The MLP enables users to use the library fund and the catalogues of the library fund.

(3)  
The MLP also enables users to use the MLP's information, communication and other technologies as well as any such technology brought in by the user. If the users wish to use technologies that they have brought with them, they are required to heed any instructions issued by the MLP. The MLP provides internet access.

(4)  
The MLP allows users to make printed copies of library units pursuant to Sections 13 and 30a of the Copyright Act for fees and charges specified in Article 5.

(5)  
The MLP holds cultural and educational events for the public.

(6)  
Some of the MLP's services may not be available in all libraries or during the entire opening hours.

(7)  
The MLP publishes information about its services at [www.mlp.cz](http://www.mlp.cz), in all its libraries and using other appropriate means.

(8)  
The MLP may decide to provide new services in addition to the range of the existing services and in an experimental mode. The MLP reserves the right to cancel the provision of such services at any time and, whenever necessary, without prior notice. Persons affected by such cancellation shall not be entitled to claim any compensation for damage or to seek any other redress. The contracting parties' rights and duties related to such new services shall be governed by the conditions laid down by the MLP in advance.

(9)  
In exceptional cases the MLP may cease to provide all of its services or may provide its services in a limited scope for a necessary period of time, if the MLP is prevented from providing the full range of its services by a fact which the MLP could not overcome or remove. The persons affected by this situation shall not be entitled to claim any compensation for damage or to seek any other redress.

## **CHAPTER 4** **USERS' BASIC DUTIES**

### **Article 6**

(1)  
Every user is required to observe the Library Rules and to respect any potential limitations stated in the library's visiting rules or as notified by an authorised employee.

(2)  
Users are required to respect all copyright regulations as well as any related regulations.

(3)  
Users are only entitled to use the services provided by the MLP for purposes in accordance with the MLP's mission and in a manner that does not cause damage to the MLP or affect other persons' rights.

(4)  
While present in a library users are required to behave in a considerate manner towards others: especially to keep quiet and not to damage anything. Users are not allowed to threaten or bother other persons or to limit other persons' right to the undisturbed use of the MLP's services. Users may only use the library's premises in accordance with its function. Dirty persons as well as persons who are intoxicated or under the influence of psychotropic substances shall not be admitted to the library.

(5)

While working with information and communication technologies, audio, copying or other technical equipment of the MLP users are required to adhere to the written instructions placed at such equipment and computers or directly in the software of the equipment or computers as well as to oral instructions issued by the MLP's staff. Users are not allowed to tamper with the equipment, change settings or installations.

(6)

The head of the library may issue the visiting rules of the particular library detailing the operating rules ensuing from the specific conditions of this library; the visiting rules must first be approved by the MLP's director.

(7)

Users who violate legal regulations, library rules or visiting rules of a library may be ordered out of the library premises.

### **Article 7** **User library attendance data**

(1)

Areas in the library where the MLP users' stay is monitored and recorded by a camera system are clearly marked. Upon entering these areas users grant their consent to the monitoring and visual recording of their attendance in the library (hereinafter the recording of attendance).

(2)

The MLP only makes recordings of attendance in order to increase the protection of rights of persons who might be affected by other persons' unlawful behaviour.

(3)

Recordings of attendance shall not be published and may only be made available to another person or a public authority and used by such a person or authority in accordance with their purpose defined in paragraph (2).

(4)

The MLP shall maintain the recordings of attendance for a period of time necessary in order to fulfil the purpose specified in paragraph (2).

### **Article 8**

(1)

Before leaving the library (or a delimited area) users are required to present all library units that they wish to take away for processing.

(2)

Taking a library unit without a loan registration away from the library shall be considered a case of theft and, even the mere attempt to do so, may be notified to authorities active in criminal proceedings.

(3)

When required to do so by MLP staff users are required to present their bags for inspection or to wait for the arrival of the Police of the Czech Republic.

**CHAPTER 5**  
**SERVICES FOR REGISTERED READERS**

**Article 9**

(1)  
Rights and duties pertaining to users also apply in the full extent to registered readers. In addition, registered readers may use the services listed in the following paragraphs and in Article 11.

(2)  
Registered readers are entitled to off-site loans.

(3)  
Registered readers may borrow units from the library fund outside the free selection.

(4)  
Registered readers may book library units pursuant to Article 42 through Article 44.

(5)  
Paragraph omitted.

(6)  
Registered readers are allowed to use information and communication technologies, audio and other technologies of the MLP for the purposes set forth.

(7)  
Registered readers are allowed to book internet access for a certain period of time in advance.

(8)  
The MLP may make certain services which do not require the reader's presence in the library also accessible via the internet.

**Article 10**

The director of the MLP may decide to withhold the library's services from a registered user for a period of up to five years. The director makes this decision if the reader:

- a) Commits a criminal offence causing damage to the MLP's interests,
- b) Owes at least CZK 20,000 and fails to pay off the debt before the debt is acknowledged by court,
- c) Violates the Library Rules in other grave ways or repeatedly.

**Article 11**

**Interlibrary loan services**

Registered readers may use inter-library loan services between the MLP and other libraries in the Czech Republic pursuant to Section 14 of the Library Act, Sections 2 and 3 of Decree No. 88/2002 Coll., for a fee defined in Article 7 of the Appendix hereto. This service is provided at selected workplaces.

**Article 12**

**Article omitted.**

## **Article 13**

### **Access to reader accounts**

- (1) Registered readers have the right to access their reader accounts via the internet or in the libraries.
- (2) Registered readers protect their reader accounts with a password.
- (3) Registered readers shall not disclose the password to their reader account to anybody, not even the MLP's staff; nor shall the registered readers enable misusing the computer on which they have logged in their reader account.
- (4) Registered readers are required to behave in such a way that the access to their reader accounts cannot be misused. Especially, they shall not lend their reader ID card to any other person, pawn it etc.
- (5) Registered readers shall be held liable for any event of misuse of their reader accounts, unless such a misuse is caused by a fault on the part of the MLP.

## **CHAPTER 6**

### **READER REGISTRATION**

#### **Article 14**

#### **Registration of readers of at least 15 years of age**

- (1) An applicant for registration (hereinafter the "applicant") of at least 15 years of age completes a reader application form upon the submission of which they apply for registration with the MLP. At the same time, the applicant is required to present a document proving their identity.
- (2) Applicants with permanent residence in the Czech Republic, who prove the fact that they reside in the Czech Republic permanently, may become registered readers. If the applicant is a citizen of the European Union (hereinafter the EU), it is sufficient for them to prove permanent residence in the EU.
- (3) Permanent residence is proved by a public document stating the applicant's permanent address. If, due to objective reasons, it is impossible to prove permanent residence, the MLP may agree with proving permanent residence in another reliable way; in this event, the period within which the MLP must decide whether the applicant's application will or will not be accepted pursuant to Article 20 shall be prolonged to one month.
- (4) The applicant may be represented by a person acting on the grounds of a power attorney bearing an officially verified signature of the applicant, if such a person presents both the power of attorney and his or her ID card.
- (5) If the applicant is not legally competent to perform the registration, he or she must be represented by his or her legal representative.

## **Article 15**

### **Registration of readers of at least 15 years of age with a monetary deposit**

(1)

Applicants not meeting the conditions laid down in paragraph 2 of Article 14 may also become registered readers if they can identify themselves and pay a non-interest monetary deposit in the amount as per Article 3 of the Library Rules.

(2)

The MLP is entitled to use the deposit to offset any potential liabilities that the reader may have towards the MLP. The MLP is entitled to block the reader's rights as per Article 28 until the deposit has been increased to the original amount.

(3)

If the MLP cancels a reader's registration pursuant to Article 30 and Article 26, paragraph (2), the deposit shall be returned to the reader. In such a case the MLP shall return the deposit within three working days.

(4)

If the MLP cancels a reader's registration pursuant to Article 30 and Article 26 paragraph (3), the MLP shall attempt to remit the deposit to the reader's bank account which the reader identified for this purpose. The costs of this transaction shall be borne by the reader. If it is impossible to return the deposit for reasons on the part of the reader, mainly because the bank account has been terminated or ceased to exist, the rest of the deposit shall be retained by the MLP.

(5)

If the reasons for the deposit cease to exist, the reader may ask for a refund of this deposit without terminating his or her registration.

(6)

The reasons for the deposit shall also be held void if the reader duly fulfils his or her obligations and liabilities towards the MLP, especially if he or she is not sent a pre-prosecution notice due to his or her delay.

## **Article 16**

### **Registration of a reader of at least 15 years of age with a warrantor**

(1)

Applicants not meeting the conditions of Article 14, paragraph (2) may become registered readers if another person (warrantor) submits a written guarantee of the applicants' fulfilment of all obligations towards the MLP.

(2)

If the reasons for the guarantee cease to exist, the warrantor may ask the MLP to cancel the obligation without terminating the reader's registration.

(3)

The reasons for the guarantee shall also be held void if the reader duly fulfils his or her obligations and liabilities towards the MLP, especially if he or she is not sent a pre-prosecution notice due to his or her delay.

**Article 17**  
**Registration of readers younger than 15**

(1)  
Applicants younger than 15 years of age complete the reader application form and submit it to the MLP. The applicants may be represented by their legal representatives.

(2)  
The applicants' applications must be approved by their legal representatives in writing in advance.

(3)  
The applicants' application forms must be signed by their warrantors. The warrantor thus guarantees that the readers will fulfil all their obligations and liabilities towards the MLP. This guarantee lasts until the readers reach the age of 15. The legal representatives may act as the warrantors.

**Article 18**  
**Provisions applying jointly to warrantors defined in Articles 16 and 17**

(1)  
A warrantor who is also an individual person must be of full legal age, fully competent to perform legal deeds and, at the same time, must meet all conditions governing reader registration in the MLP.

(2)  
A warrantor who is a legal entity must meet the conditions stated in Article 19, paragraph (1) and (2). In such a case the conditions stated in paragraph (3) and (4) shall apply to the individual person authorised to act on behalf of the warrantor.

(3)  
The warrantor must personally attend the registration, prove their identity and sign the warrantor's declaration in the presence of the MLP's staff.

(4)  
The warrantor's personal presence is not necessary if the warrantor's signature below the declaration of guarantee of the fulfilment of the applicant's obligations and liabilities is officially verified and the applicant demonstrates meeting the conditions stated in paragraph (1) or (2), e.g. by presenting the warrantor's ID card.

(5)  
The warrantors of readers younger than 15 do not have to be present at the registration personally if they are also the applicants' legal representatives and the applicants are able to prove their identity, e.g. by presenting an ID card containing their first names, surname, dates of birth and photographs.

**Article 19**  
**Registration of legal entities**

(1)  
Legal entities with registered offices or organisational units situated in the Czech Republic may apply for the MLP readership by presenting a completed legal entity registration form signed by their statutory body or the head of the organisational unit or any other person authorised to perform such a deed. The form must identify one person to whom the MLP will issue the reader's card. If the legal entity wishes to receive the reader's card for other persons, it must present further legal entity registration forms.

(2)

The legal entity registration form must be attached with a document proving the existence of the legal entity or the fact the organisational unit has a registered office in the Czech Republic; the document must also confirm that the person who has signed the form is authorised to act on behalf of the entity.

(3)

Unless the Library Rules state otherwise, the legal entities must adhere to the same rules and regulations as readers of at least 15 years of age. The legal entities' rights and responsibilities ensuing from their status as a registered reader are performed on their behalf and to their accounts by those individual persons to whom the MLP issued the readers' cards.

#### **Article 20**

#### **Joint provisions governing the registration of all persons**

The MLP shall decide whether a reader application form will or will not be accepted within one week.

#### **Article 21**

#### **Origination of a legal relation**

The legal relation between the MLP and the applicant arises as soon as the MLP and the applicant have concluded the contract on the provision of services. The contract is held concluded at the moment the reader application form is signed by both parties. Once the application form is signed by both parties the MLP issues the reader's card to the applicant. From that moment onwards the applicant becomes a registered reader and acquires the reader's rights and duties.

#### **Article 22**

(1)

A registration performed in one library is valid in all libraries of the network; i.e. the rights and duties pertaining to a reader registered in one of the libraries apply to all of the libraries in the network.

(2)

Paragraph omitted.

#### **Article 23**

#### **Multiple concurring registrations**

Multiple registration of an individual person as an MLP reader is not permissible.

### **CHAPTER 7**

#### **PERSONAL DATA PROTECTION**

#### **Article 24**

#### **Personal information processed**

(1)

The MLP shall not process the personal information of users who are not registered readers, their representatives or warrantors. This clause does not apply to attendance monitoring pursuant to Article 7 and personal information processed in relation to requested internet access.

(2)

In compliance with Act No. 101/2000 Coll. on the protection of personal information, as amended, the MLP processes basic and some additional personal information pertaining to the registered readers, their legal representatives and warrantors, statistical data, operating data as well as accounting and legal details. The information is processed for the following purposes:

- a) Protection of the MLP's property in relation to on-site loans outside the free selection zone and to off-site loans – this means, above all, maintaining exact records of all transactions related to the reader, especially their on-site and off-site loans, their subject, beginning and end of the loan period as well as the MLP staff who perform these transactions;
- b) Provision of quality services to readers and assurance of the quality of work performed by the MLP staff;
- c) Statistic evaluation of the MLP's operation;
- d) Fulfilling all of the MLP's legal obligations, especially those imposed by the Library Act, Act No. 563/1991 Coll. on accounting, as amended, the act on the Capital City of Prague as well as the MLP Foundation Deed adopted by the Prague City Assembly; and
- e) Procedure of non asserting contractual penalty [(Article 61, par. (5)], debt exemption (Article 67) and granting an exception (Article 71).
- f) Omitted.

(3)

The registered reader's basic data include their

- a) First name(s) and surname,
- b) Sex,
- c) Date of birth,
- d) Permanent address or temporary address in the Czech Republic (depending on the foreigner's status in the country) or permanent address in a foreign country if the reader does not have permanent residence in the Czech Republic,
- e) Type and number of ID card,
- f) Issuing country of the ID card if different from the Czech Republic.

(4)

The personal information listed in paragraph (3) is compulsory and the applicant for registration has to present it and consent with its processing.

(5)

The additional information which the applicant for registration may, but does not have to, provide includes

- a) Mailing address,
- b) E-mail address,
- c) University degree,
- d) Other contact details (phone number, fax etc.), and
- e) Account number for the purposes of cashless payments.

(6)

The basic and additional personal information pertaining to the legal representatives and warrantors, or other persons acting on behalf of a reader, are processed in a similar scope and structure as the readers' basic information. These persons are required to provide their basic information and consent with its processing. They do not have to provide additional information.

(7)

Registered readers, their legal representatives and warrantors are required to notify the MLP personally about any changes of their names, surnames, permanent residence addresses and, as the case may be, mailing addresses without any unnecessary delay.

(8)

Statistical data include details of the readers' completed or ongoing education, type of education completed and present jobs. Readers are not required to provide this information upon registration. If they do, the MLP shall only use this information for statistical purposes.

(9)

Operating data include data about transactions over readers' accounts including the place and time of the transaction and the librarian's name. These data involve mainly

- a) Issued and cancelled reader's cards,
- b) Beginning and end of off-site loans and on-site loans from the library fund outside the free selection zone,
- c) Orders of library units from library funds outside the free selection zone,
- d) Advance booking of library units,
- e) Readers logging into the computer network and MLP loan protocol through the public electronic catalogue, internet or services provided by the librarian,
- f) Compensation for damage to the borrowed library unit, and
- g) Readers' justification of their requests that the MLP should not assert a contractual penalty [Article 61, paragraph (5)], should exempt the reader's debt (Article 67) or grant the reader and exception (Article 71).

(10)

The accounting data include information about financial transactions between the reader or the warrantor and the MLP; they describe especially their purpose, place and time and other requisites pursuant to Section 11, paragraph 1 of Act No. 563/1991 Coll. on accounting, as amended.

(11)

Legal information includes legal steps the MLP has taken towards a reader or warrantor whose repayment of debt is in delay. This information includes mainly information about when and to which public body the MLP brings the action to protect the MLP's interests and about the body's decision.

(12)

The rights pertaining to the reader as the subject of the information defined by Act No. 101/2000 Coll. on the protection of personal information, as amended, are guaranteed. In compliance with Section 11 of this act readers have the right to access and modify their personal information.

(13)

Upon the reader's request the MLP shall allow the reader to view the reader registration form as well as other documents enclosed therein as well as all data maintained in the computer database. Readers may also be provided with copies of the documents and data printed from the database. The MLP shall, in this case, be entitled to charge a fee to cover the costs related to the provision of such information. The provisions stated in Article 5 of the Appendix to these Library Rules shall be applied to this fee adequately.

(14)

If the information is wrong, the reader shall present correct information to the MLP. In the case of registered readers' basic information as per paragraph (3), the reader is required to prove the information in compliance with the provisions of Article 32 hereof.

(15)

Readers who learn or believe that the MLP processes their personal information in contradiction to the protection of their privacy and personal life or in contradiction to a legal regulation may, pursuant to Section 21 of the Personal Information Protection Act, require that the MLP explain and redress this situation (especially by correcting, completing, blocking or deleting personal information). If such a request is considered justified, the MLP shall immediately redress the fault in a way suitable to the nature of the case. The provisions of Chapter 12 of these Library Rules (Complaints) shall apply; the request must be submitted in writing.

(16)

Readers are entitled to appeal to the Office for Personal Data Protection at any time.

## **Article 25**

### **Storage of personal data**

(1)

Personal data of readers, legal representatives and warrantors are maintained in the original and copies of documents including

- a) Reader registration form,
- b) Change forms detailing changes in information on the registration form,
- c) Documents presented by the reader to justify his or her request that the MLP should not assert contractual penalty [Article 61, paragraph (5)], should exempt a debt (Article 67) or grant an exception (Article 71),
- d) Accounting and legal documents.

(2)

Written documents are stored in the library's servicing areas which are secured against unauthorised persons' access in the usual manner (locked doors, locked archive cases, personal supervision by an authorised employee etc.). The access to these written documents is limited to the employees who need these documents to perform their working tasks.

(3)

The MLP maintains readers', their legal representatives' and warrantors' personal data in computer databases containing data in the extent as per Article 24 and any changes in these data.

(4)

The computer databases are stored on dedicated servers. The access to these data is protected by a system of access accounts, passwords and user rights assigned to individual employees in the extent necessary for their proper working performance. Access to the data is secured by at least two protection systems.

(5)

The MLP maintains readers', their legal representatives' and warrantors' personal data on archive media (data tapes, CD-ROM etc.) which maintain the status of the databases mentioned in paragraph (3) as of a certain date.

(6)

The MLP shall not disclose the personal data to third persons unless required to do so by the law or unless the MLP must do so to protect its rights against a debtor [Article 60, paragraph (6) and Article 66].

## Article 26

### Period for processing personal data and disposal of personal data

(1)

The MLP processes the personal data from the moment the applicant for reader registration submits the completed registration form to the MLP, whereby the reader grants their consent with the processing of their personal data. Warrantors and legal representatives grant the consent with the processing of their personal data by adding their signatures below their personal details on the reader registration form.

(2)

The MLP deletes a reader's personal data as soon as the reader expresses their wish not to be a registered reader any longer and does so in writing. The MLP shall do so on condition that the reader does not have any debt or liability towards the MLP, has not been sent a pre-prosecution notice over the past twelve months, there are no court proceedings against the reader in relation to an action brought to court by the MLP, or justified court proceedings against the reader and in relation to the reader's loans from the library have not been concluded over the past twelve months.

(3)

The MLP deletes the readers' personal data without being required to do so if two years have passed since the end of the last registration period [Article 30, paragraph (2)] and, at the same time, one year has passed since the settlement of the last liability the reader had towards the MLP.

(4)

The provisions stated in paragraphs (1) through (3) shall also and in an appropriate way apply to users' personal data collected in relation with the user's access to the internet.

(5)

The MLP shall not delete personal data pertaining to a reader who is withheld registered reader's services by a decision taken by the director of the MLP in accordance with Article 10 as long as this measure is effective.

(6)

The MLP deletes warrantors' and legal representatives' personal data together with the deletion of the respective readers' personal data.

(7)

If a single person is a reader, warrantor or legal representative at the same time, the MLP shall not delete their personal data until the last of these relations has ceased to exist.

(8)

Readers who have no liability towards the MLP may require a partial deletion of their personal data without terminating their reader registrations. The partial deletion applies to on-site and off-site loans, advance bookings and orders of library units from the library fund outside the free selection zone, readers' logging in the MLP computer network and the MLP loan protocol. These data must be from a calendar year from the end of which at least six months have elapsed. Upon the partial deletion the reader waives the right to complain about facts subjected to the partial deletion (Article 52).

(9)

The MLP shall dispose of readers' personal data on hard copies by shredding these documents. This procedure is performed in accordance with Act No. 499/2004 Coll. on archiving and document services and on amendments to other acts, as amended, as well as other legal regulations.

(10)

Registered readers' personal data kept in computer databases are disposed of by deletion of identification data (anonymisation). The anonymous data acquired in this way are used for statistical purposes afterwards.

(11)

Personal data on archive media are disposed of by means of blocking these data.

## **CHAPTER 8** **READERS' RIGHTS AND DUTIES, READER'S CARDS**

### **Article 27** **Readers' rights and duties**

(1)

Registered readers are entitled to require mainly that the MLP

- a) Adhere to these Library Rules,
- b) Provide the reader with services intended for all users,
- c) Provide the reader with services intended only for registered readers and process their personal data solely for the purpose and in the extent defined in these Library Rules.

(2)

Within the legal relation with the MLP readers are especially required to

- a) Adhere to these Library Rules,
- b) Consent with the processing of their personal data for the purpose and in the extent defined in these Library Rules and
- c) Fulfil all their liabilities towards the MLP in due manner and time.

### **Article 28**

(1)

The MLP is entitled to withhold a registered reader's right to use the services only provided to registered readers (hereinafter "block reader's rights") especially if the registered reader fails to return a loan whose loan period has expired or the reader has a financial debt towards the MLP.

(2)

The MLP may also block a reader's rights if there is an imminent threat to the reader's or MLP's rights and the threat cannot be averted in any other way or in other cases defined herein.

(3)

The MLP's right to block a reader's rights ceases to exist as soon as the reason for the blocking of the reader's rights has ceased to exist.

### **Article 29** **Reader's card**

(1)

A registered reader asserts reader rights by their reader's card.

(2)

The reader's card cannot be transferred to other persons. The MLP shall only provide services intended for registered readers to readers who present their own reader's cards.

(3)

In exceptional cases the reader may require that the service be provided to their representative. Such exceptional cases include situations where the reader cannot come to the library in person due to objective reasons and this fact would pose a threat to their reader rights.

(4)

Readers are responsible for any misuse of their reader's cards. They are required to notify the MLP about the loss of their reader's card immediately. As soon as the loss is notified, the MLP shall block the reader's rights until a reader's card duplicate is issued or until it is notified that the reason for blocking the reader's rights has ceased to exist. If the reader notifies the loss of the reader's card on the phone or in another remote way (e.g. by e-mail), he or she must confirm the notification personally without an unnecessary delay.

(5)

Readers receive their reader's cards upon registration. Its price is included in the registration fee. Readers younger than 15 receive their reader's cards free of charge upon registration.

(6)

The issuance of a duplicate of a reader's card is charged and the amount of the fee is defined in Article 4 of the Appendix to these Library Rules.

(7)

Replacement of a worn-out reader's card issued more than three years ago is free of charge.

(8)

Upon request readers' valid Opencards or other cards that the MLP accepts as readers' cards on the grounds of various agreements may also be registered as readers' cards. In this case the previous reader's card becomes invalid.

(9)

Registration of a card in line with paragraph (8) on reader registration in accordance with Chapter 6 shall substitute the issuance of the reader's card as per Article 21 and others. The MLP shall in such a case decrease the registration fee by the price of the duplicate reader's card in accordance with Article 4 of the Appendix to these MLP Library Rules.

### **Article 30**

#### **Duration, prolongation and cancellation of readers' rights**

(1)

Readers' rights as per Article 27 last until the registration has been cancelled. The registration is cancelled upon the deletion of the reader's personal data under the conditions listed in Article 26 paragraph (2) and (3).

(2)

Readers' rights to services only intended for registered readers last for twelve months (registration period). After the registration period elapses, the rights are blocked until they are prolonged.

(3)

The MLP shall prolong the readers' rights, repeatedly, on the reader's request after accepting all conditions stated in these Library Rules. The reader must pay the fee for one registration period [Art. 31 paragraph (3)].

(4)

When prolonging their readers' rights readers are required to notify any changes in their identification details. Unless the reader does so, the MLP shall consider the identification details unchanged.

(5)

Readers' rights may be prolonged in an unfinished registration period in the library or on the internet. A new registration period shall commence on the first day following the day when the original registration period expires.

(6)

Readers' rights may also be prolonged after a registration period expires; in this case the readers must do so personally in the library and must prove their identity. The new registration period shall commence on the day when the request for prolongation is approved.

### **Article 31**

#### **Registration fee and registration period fee**

(1)

Readers of at least 15 years of age pay the registration defined in Article 1 of the Appendix to these Library Rules upon registration. The registration fee also includes the fee for one registration period.

(2)

Readers younger than 15 do not pay the registration fee or the fee for the registration period until they reach the age of 15. Holders of ZTP and ZTP-P (disability) passes also pay no fees.

(3)

When prolonging the readers' rights readers of at least 15 years of age are required to pay the fee for the registration period defined in Article 2 of the Appendix to these Library Rules.

### **Article 32**

#### **Proving reader's identity after reader's registration**

(1)

The MLP requires that readers prove their identity in the event of:

- a) Prolongation of readers' rights pursuant to Article 30 paragraph (6),
- b) Unblocking readers' rights pursuant to Article 28 paragraph (2),
- c) Changes of data pursuant to Article 24 paragraph (7) and changes of e-mail addresses with the librarian,
- d) Requests for double length of loan period pursuant to Article 38 paragraph (9),
- e) Generating the password to protect the reader's account,
- f) Submission of request for deletion of personal data or submission of a request for a partial deletion of personal information,
- g) Extracts from readers' accounts,
- h) Return of the deposit, surety or overpayment,
- i) Issuance of a reader card duplicate or registration of another card pursuant to Article 29 paragraph (8), and
- j) Doubt whether the person who presents the given reader's card is really identical to the registered reader who holds this card. If the reader fails to prove his or her identity the MLP shall block the readers' rights of the registered reader whose reader's card has been presented.

(2)

The MLP checks the reader's identity in the same way as on registration.

(3)

If the reader is a legal entity, the MLP shall, in cases listed in paragraph (1), check the identity of the individual person who was issued the legal entity's reader card [Article 19, paragraph (1)].

(4)

The MLP shall always ask readers' representatives and warrantors to prove their identity.

### **Article 32a**

#### **Limited prolongation of readers' rights**

(1)

Acting upon a reader's request the MLP shall prolong the duration of those rights that are not related to the reader's debt for another twelve months, repeatedly, if required, and shall do so free of charge (limited prolongation). The limited reader rights do not apply especially to off-site loans pursuant to Chapter 10.

(2)

The request as per paragraph (1) can be submitted personally in the library, via the internet or in another way suggested by the library for this purpose.

(3)

Limited readers' rights are terminated after the registration period expires, upon the reader's request or after the beginning of a registration period without any limitations pursuant to Article 30 paragraph (6).

## **CHAPTER 9**

### **ON-SITE LOANS**

#### **Article 33**

##### **Loans from the free selection**

(1)

Every user may perform on-site loans from the free selection.

(2)

The contract of loan is concluded once the user grasps a library unit from the free selection.

#### **Article 34**

##### **Loans outside the free selection**

(1)

Library units not located in the free selection may only be borrowed by registered readers.

(2)

The contract of loan is concluded once the librarian has handed the library unit over to the reader.

**Article 35**  
**Joint provisions governing on-site loans**

(1)  
A library unit borrowed as an on-site loan must either be registered as an off-site loan by the user if the conditions stated in Article 36 are met or returned on the same day.

(2)  
The user is required to return the borrowed library unit as an on-site loan

- a) When he or she no longer needs it [see also Article 48 paragraph (2)], or
- b) Before the closing time of the library where the library unit is borrowed, whichever happens earlier.

(3)  
Neither users nor registered readers are allowed to take on-site loans away from the library, unless the MLP grants its explicit consent by registering the loan as an off-site loan [Article 36 paragraph (1)].

(4)  
The on-site loan contract is fulfilled and terminated by returning the library unit to the location from where it was borrowed.

**CHAPTER 10**  
**OFF-SITE LOANS**

**Article 36**  
**Off-site loan contract**

(1)  
The MLP and the reader enter into a contract of off-site loans of library units selected by the reader; this means that the MLP adds these library units to the reader's account and hands them over to them.

(2)  
The MLP shall only conclude the contract defined in paragraph (1) on condition that the library unit is intended for this purpose and the execution of the contract is not prevented by any serious facts.

(3)  
The record of the reader's off-site loan is entered on data storage media using the computer system. The MLP shall provide the reader with a listing of the reader's liabilities towards the MLP (reader account listing) upon the conclusion of the off-site loan and whenever the reader requests it. The MLP will provide the reader with the listing either in hardcopy format or send it via e-mail, as selected by the reader.

(4)  
Paragraph omitted.

**Article 37**

(1)  
Unless stipulated otherwise below [Article 37 paragraph (2)], the reader shall return the library item in the due manner and time at any library in the MLP network, and shall do so either personally or through another person,

- a) when the reader no longer needs the library item [see also Art. 48 paragraph (2)], or
- b) before the expiry of the loan period, whichever happens earlier.

(2)  
Graphic sheets and reproductions from the art collection and their special protective packaging, vinyl and their covers shall be returned only to the library where they were borrowed.

(3)  
The contract of loan is held fulfilled and terminated after the obligation stated in paragraph (1) is fulfilled.

(4)  
Upon returning a library unit, the person who returns the library unit may request a receipt.

### **Article 38** **Loan period**

(1)  
The loan period shall apply to individual loans.

(2)  
The loan period for all library units except those explicitly mentioned in the Library Rules is four weeks.

(3)  
Paragraph omitted.

(4)  
Paragraph omitted.

(5)  
The loan period for graphical sheets and reproductions from the arts collection and for their special protective casings is twenty-six weeks.

(6)  
Paragraph omitted.

(7)  
The loan period may be modified by the MLP in advance in justified cases, while the reader must be notified about this fact no later than the conclusion of the off-site loan contract.

(8)  
The MLP may also unilaterally prolong a running loan period without having to inform the reader, in justified cases.

(9)  
Registered users who have reached the age of 70 or who hold a disability certificate (ZTP or ZTP-P) may request that the MLP double the loan period for all of their future loans.

### **Article 39** **Loan period prolongation**

(1)  
A running loan period may be prolonged before it expires, even repeatedly, unless stipulated otherwise below.

(2)  
The loan period may be prolonged on condition that the given library unit is not reserved by another reader.

(3)  
The prolonged loan period may not exceed double the original loan period.

(4)  
The loan period shall always be prolonged by the same period of time as the period of time which has elapsed since the loan or since the previous prolongation [this means that, except for the limitation stated in paragraph (3), the loan period shall, from the day of the prolongation onwards, last for the same period of time as the original loan period determined at the moment of the loan].

(5)  
The loan period shall also be prolonged whenever a reader account is displayed or printed out, i.e. also in the event of a new off-site loan. Readers may also request that the loan period be prolonged personally, in writing, on the phone or by sending an e-mail in the required format to "prodlouzeni@mlp.cz". The prolongation applies to all library units which can be prolonged; these units are prolonged in compliance with the regulations governing prolongations.

(6)  
The loan period according to paragraphs (1) through (5) cannot be prolonged for audio and audio visual documents and periodicals.

(7)  
Readers who present their e-mail addresses are sent electronic messages informing them about the approaching end of the loan period and also about the delay charges applying to delayed library units. The MLP shall not send these messages to readers who reject this service. Due to technical reasons the MLP shall not provide any guarantee that these messages are actually delivered. A failure to deliver the message or a delayed delivery of the message does not represent a reason for a decrease or exemption of the delay charge.

#### **Article 40 Repeated (relay) loan**

(1)  
A reader may re-borrow a library unit that the reader has borrowed on condition that the library unit is not reserved; to do so the reader may bring the library unit to any library and borrow it again without having to return it first.

(2)  
Unless prevented by other circumstances, the procedure stated in paragraph (1) is possible even if the reader brings the library unit after the loan period has expired if they pay the contractual penalty (Article 61). Circumstances preventing the procedure stated in paragraph (1) include especially the existence of other payable receivables that the MLP has towards the reader or reservation of the library unit by another reader.

(3)  
The library unit may also be borrowed by another reader in compliance with paragraph (1).

(4)  
Paragraph omitted.

(5)

The repeated loan in accordance with paragraph (1) fulfils and terminates the original loan contract and constitutes a new loan contract. At the same time, the original place of the loan shall be considered the place of the loan (and is thus also the place where the loan is to be returned pursuant to Article 37).

**Article 41**  
**Article omitted.**

**Article 42**  
**Reserving library units**

(1)

Readers may reserve a future loan of a library unit except for library units only intended for on-site loans. The reservation can be made in any library except for library units which can only be reserved in a certain branch.

(2)

The MLP carries out the reservation upon reader request. The reader may lodge a reservation personally in a library or in another way enabling a check of the reader's identity.

(3)

When a reader makes a reservation, the reader also accepts the obligation to pay the MLP costs related to the reservation of the library item. These costs must be paid before the reserved library item is issued. The amount of this fee is defined in Article VI of the Appendix to these Library Rules.

(4)

Upon lodging a reservation the reader must state the date until which he or she is interested in the reserved library unit. If this period of time expires in vain, the reservation ceases to exist and so does the obligation to pay for the costs pursuant to paragraph (3).

(5)

The MLP may cancel the reservation of a library unit which has become permanently unavailable. In this case the reader's obligation to pay for the costs pursuant to paragraph (3) cease to exist. The MLP shall inform the reader about the cancellation of the reservation immediately and at its own expenses.

(6)

Holders of ZTP and ZTP-P passes will not be charged the costs according to paragraph (3) for the first 100 reservations made in one calendar year, except for the costs for sending a message confirming the reservation by mail.

**Article 43**

(1)

If the same library unit is reserved by several readers, the first one to have lodged the reservation shall be served first.

(2)

The MLP shall inform the reader about the fulfilment of the reservation by an entry in the reader's account and, if required, in writing in a manner selected by the reader upon lodging the reservation (by a letter sent by mail or by e-mail).

(3)  
Paragraph omitted.

(4)  
The MLP shall not be held responsible for a failure or delay of the delivery of the letter by mail. This does not apply to failures or delays of delivery caused by a fault on the part of the MLP.

(5)  
As soon as the reserved library unit is ready to be borrowed (the reservation has been fulfilled), the reader has the right of priority to borrow the unit. This right shall last for one week and shall be prolonged to two weeks if the reader requested that a hard copy written message be sent by mail. As for reservations ready to be borrowed in the Bibliobus, this right shall last until the next stop of the Bibliobus at the location, or until the second stop in the case of a message sent by mail. If this period expires in vain, the right ceases to exist, but the reader's obligation to pay for the MLP's costs as per Article 42 paragraph (3) does not cease to exist.

(6)  
In justified cases the reader may require that the period as per paragraph (5) be prolonged by one week.

(7)  
Readers may interrupt the fulfilment of the reservation in advance and until further notice. They do not lose their position in the queue by this interruption. The interruption does not prevent the fulfilment of other readers' reservations.

#### **Article 44**

(1)  
Readers may request a reservation cancellation in the same way as they lodge reservations.

(2)  
Cancellation of a reservation does not relieve the reader from the obligation to pay for the MLP's costs pursuant to Article 42 paragraph (3).

#### **Article 45** **Article omitted.**

### **CHAPTER 11** **JOINT PROVISIONS GOVERNING LOANS**

#### **Article 46**

Contracts of loans shall be governed by these Library Rules and, unless stated otherwise herein, also by the provisions of the Civil Code concerning contracts of loans and liability for damage.

#### **Article 47**

(1)  
Users are required to inspect the library unit before borrowing it and notify the librarian about any damage discovered.

(2)  
The term of damage stated in paragraph (1) refers to any damage which considerably limits the use of the library unit, e.g. the library unit is incomplete.

(3)

The term of damage stated in paragraph (1) does not include normal wear and tear proportionate to the age and nature of the library unit.

## **Article 48**

(1)

Users are required to take due care of the library units that they borrow and, above all

- a) Prevent them from being damaged, lost or stolen,
- b) Refrain from acts which would devalue the library unit, e.g. underlining, adding written comments, cutting out pages or allowing other persons to use the library unit [except for cases stated in paragraph (2)].

(2)

Users may use the library unit that they borrow in the following ways

- a) For their own personal needs,
- b) They may allow their relatives and close persons to use the library unit free of charge and
- c) They may also allow other persons to use the library unit on condition that the procedure defined in Article 40 paragraph (3) is adhered to.  
Allowing other persons to use the library unit shall not relieve the reader from the obligations stated in paragraph (1) to return the library unit in due manner and time etc.

## **Article 49 Loan limits**

(1)

The number of library units simultaneously borrowed by a single registered reader in the entire MLP network may not exceed sixty.

(2)

The number of library units from the categories of audio documents, language courses or reproductions of a work of art may not exceed twenty; the number of library units from the category of graphical sheets may not exceed four; the number of audio visual documents may not exceed four. Readers of at least 15 years of age from whose registration at least twelve months have elapsed may require that the limits be doubled.

(3)

The limits applying to readers younger than 15 are reduced to half of the limits stated in paragraph (1) and (2). If a reader's legal representative submits a written request and, at the same time, the warrantor grants consent with it, the MLP may refrain from the reduction of the limit or double the limit in line with paragraph (2). In a similar way, the legal representative may request a further reduction of the limit.

(4)

If the MLP sends a reader a pre-prosecution notice [Article 60 paragraph (1)], the MLP shall also reduce the reader's loan limits by one half and shall not increase the limit until twelve months have elapsed following the repayment of the reader's debt.

## **Article 50**

Readers of at least 15 years of age may require that the MLP reduces the number of library units which can be borrowed simultaneously on the given reader card; this is for protection against misuse of the reader's card. Readers may also perform this reduction by themselves via the internet or on a computer located in the library. In a similar way, readers may increase this limit up to the limit values defined in Article 49.

## **Article 51** **Article omitted.**

## **CHAPTER 12** **COMPLAINTS**

## **Article 52**

Users who are not satisfied (hereinafter "complainants") with

- a) The quality or quantity of services provided by the MLP,
- b) The fact that a service which should have been provided by the MLP was not provided,
- c) The behaviour of the librarian who provided the service on behalf of the MLP or refused to provide the service, or
- d) Any other fact related to the MLP, are entitled to lodge a complaint about the given fact within fifteen days after they learn about the fact. Facts from the emergence of which more than two years have elapsed may only be claimed if they entail a property claim not barred by the statute of limitation. It is also impossible to complain about facts whose data have been deleted due to personal data protection.

## **Article 53** **Contents of complaints**

The complaint must make it clear who lodges it, what the fact of complaint is and what redress is required. If the complaint is filed in writing, it must also clearly identify whether and where the MLP is required to send the message about the execution of the complaint.

## **Article 54**

(1)  
Complaints are lodged orally or in writing.

(2)  
If it is impossible to execute a complaint immediately, the MLP is entitled to request that the reader files a written complaint. Then, the complaint shall not be executed unless the reader files a written complaint.

## **Article 55** **Appropriate library for lodging a complaint**

(1)  
Complaints shall be lodged in the library

- a) Where the fact that is the subject of the complaint arose,
- b) Where the fact was discovered, or
- c) To whose activity the fact is directly linked.

(2)  
If it is not clear which library is appropriate according to paragraph (1), the complaint may be lodged in any library and, as a rule, in writing.

(3)  
Written complaints may also be lodged by e-mail to “reklamance@mlp.cz”.

(4)  
If the complaint has been lodged at an inappropriate library, the responsible person (Article 56) shall forward the complaint to the appropriate library and shall notify the complainant about this.

(5)  
Complaints lodged at an inappropriate library shall not be executed unless they are lodged in writing. The complainant shall be notified about this fact.

#### **Article 56** **Responsible person**

The head of the library or another person authorised to deal with complaints must be present in each library during the entire opening hours.

#### **Article 57** **Complaint execution period and form**

(1)  
Complaints are usually executed in a form which is identical or similar to the manner in which they were lodged.

(2)  
Complaints shall be executed without an unnecessary delay. If it is impossible to execute a complaint immediately, it shall be executed within one month following the day when it is lodged.

#### **Article 58** **Complaints delivered to the director of the MLP**

If a written complaint is not executed within the period defined above, or if the complainant is not satisfied with the result, they may send a complaint to the director of the MLP. The complaint must be filed at the MLP director's secretariat.

### **CHAPTER 13** **READERS' DEBTS**

#### **Article 59** **Debt settlement**

(1)  
Debts of a monetary and non-monetary nature, including returns of loans, may be settled at a library, unless the library rules stipulate otherwise [Article 37 paragraph (2)].

(2)  
Paragraph omitted.

(3)  
Paragraph omitted.

(4)  
Paragraph omitted.

(5)  
The MLP may also allow the reader to repay a debt by a cashless bank transfer.

(6)  
After a legal action has been instituted, the debt may be repaid in the library or at the MLP's legal department. The conditions of the MLP's retracting of the lawsuit must always be discussed between the reader and the MLP's legal department.

(7)  
The MLP shall accept a repayment of a debt from a person different from the debtor if it is clear whose debt is being repaid.

(8)  
The MLP may accept deposits that a reader decides to pay as a security for any debts that may arise in the future. Upon paying the deposit the reader accepts the rules governing deposits adopted by the MLP. The MLP may use the deposit to offset any of the reader's monetary debts towards the MLP.

(9)  
The reader may withdraw the remaining part of the deposit. If the reader's registration is cancelled pursuant to Article 26 paragraph (3) hereof and at the same time the deposit exceeds the amount of CZK 50, the MLP shall notify the reader about the possibility to withdraw the deposit no later than 1 month before the expected cancellation of the registration. The notice shall be sent to the reader's permanent address unless the reader chose a mailing address for correspondence with the MLP [Article 24 paragraph (5) clause a)] and its cost is identified according to Article 10 clause a) of the Appendix to these Library Rules. If the deposit is not withdrawn upon the cancellation of the registration, the deposit shall be retained by the MLP.

## **Article 60**

### **Delayed settlement of debt**

(1)  
If a reader is in delay with the settlement of a debt, the MLP is entitled to notify the reader about their obligation to settle the debt, then send the reader a pre-prosecution notice and if the debt still remains outstanding, the MLP is entitled to proceed in line with the provisions of Article 66.

(2)  
The MLP shall send these notices to the readers' permanent address unless the readers chose a mailing address for their written communication with the MLP [Article 24 paragraph (5) clause a)]. The pre-prosecution notice shall always be sent to the reader's permanent address.

(3)  
If a reader is registered as an under 15 reader, the MLP shall only send him or her one notice and shall send all following notices as well as the pre-prosecution notice to the legal representative.

(4)  
The MLP shall also send the pre-prosecution notice to the reader's warrantor to the warrantor's permanent address. If the warrantor is identical to the legal representative, the MLP shall only send one pre-prosecution notice.

(5)

The pre-prosecution notice shall be held delivered if the MLP sends it to the last address that the reader identified and it is not delivered for a reason on the part of the addressee, e.g. because the addressee has moved house or refuses to receive the consignment.

(6)

The reader shall compensate the MLP for any costs that the MLP incurs in relation to notifying the reader and extorting the debt, especially personal and material costs and reimbursements paid to third persons. If the MLP decides to assert a debt in court, the reader shall pay the MLP the contractual penalty for the initiation of a lawsuit. The payment of this penalty shall not affect the MLP's right to claim compensation for damage or any other of the MLP's rights defined in these MLP Library Rules. The flat amounts of certain compensations and the contractual penalty for the initiation of a lawsuit are stated in Article 10 of the Appendix to these Library Rules.

(7)

The costs for a notice or the pre-prosecution notice shall be payable on the day when these documents are posted.

### **Article 61 Delay charges**

(1)

If a reader is in delay with returning loans, they are required to pay the MLP a contractual penalty (hereinafter "delay charge"). The same obligation also applies in the events described in Article 64 paragraph (1) until the reader and the MLP conclude an agreement about the method of compensation for damage [Article 64 paragraph (3)].

(2)

The delay charge applies to each loan separately and is calculated for every commenced operating day until the loan is returned. In case of delay with library items listed in Article 37 paragraph (2) is the delay charge counted for every operating day of the library where the loan is to be returned. The amount of the delay charge for one day of the delay is determined by Article 9 of the Appendix to these Library Rules.

(3)

The delay charge shall only be calculated for the first year of the delay. Further measures taken by the MLP are governed by Articles 63 and 66.

(4)

The delay charge is payable on the day when the contract of the loan of the given library unit is terminated.

(5)

Readers shall not pay the delay charge if they did not cause the delay. Delays not caused by readers include events of hospitalisation, sick leave, natural disasters and other objective obstacles which the reader could not avert and which prevented the loans from being returned in due time. The reader is required to prove the existence of such obstacle. Traffic diversions, adverse weather and the like are not considered cases of objective obstacles.

(6)

Circumstances preventing the reader from returning the loan but occurring after the expiry of the loan period do not excuse the reader.

(7)

The late charge enforces the obligation to return the library item in the due time and manner. Payment of the late charge shall not relieve the reader of the obligation to return the library item, or replace it according to Article 64.

## **Article 62**

### **Contractual penalty applying to delayed monetary debt**

Readers who find themselves in delay with their monetary debt towards the MLP shall pay a contractual penalty of 0.5% of the outstanding amount per each whole calendar month of the delay. The maturity of the individual monetary debt is determined in the appropriate provisions hereof. The penalty is not subjected to interest rate.

## **Article 63**

### **Return delayed for more than one year**

If a reader delays returning a library unit for more than one year and the MLP does not bring a lawsuit against the reader in the meantime, the contract of the loan of this library unit shall be terminated and replaced with a contract stipulating the reader's obligation to pay the price of the library unit which is payable immediately after the termination of this contract. The MLP determines the price in accordance with the procedure described in Article 64.

## **Article 64**

### **Compensation for borrowed library unit**

(1)

The reader is liable for damage caused by the loss, obliteration of or damage to a library unit rendering the unit no longer usable, no matter whether this damage is caused by the reader's or another person's intentional or negligent behaviour.

(2)

The reader shall report any damage described in paragraph (1) immediately.

(3)

The reader shall provide compensation for the damage and may decide between

- a) Material replacement, or
- b) Monetary compensation.

On the grounds of the reader's choice the MLP and the reader shall conclude an agreement of the compensation for damage. The notification of the damage shall not come into legal force until this agreement has been concluded; therefore, it shall not be considered an obstacle preventing the return of the library unit pursuant to Article 60 and shall not affect the MLP's right to assert delay charges pursuant to Article 61.

(4)

The term material replacement signifies replacing the original library unit with an identical object. This does not affect the reader's obligation to pay the costs pursuant to paragraph (8) and (9).

(5)

The term financial replacement refers to a lump-sum amount determined in Article 8 clauses a) and b) of the Appendix to these Library Rules. This amount includes the costs incurred by the MLP pursuant to paragraph (8) and (9). The amount valid on the day when the notification of the damage took place shall be applied.

(6)

If the actual damage is higher than the lump-sum amount determined in line with paragraph (5), the MLP may also require that the reader pay the amount exceeding the lump-sum.

(7)

Paragraph omitted.

(8)

Readers are required to pay the MLP compensation for costs of bookbinding and library processing as determined in Article 8 clauses c) and d) of the Appendix to these Library Rules. The amount valid on the day of the notification of the damage shall be applied. If the actual costs are higher, the MLP is entitled to claim the amount exceeding the lump-sum amount.

(9)

Readers are required to pay any other purposefully used personal and material costs incurred by the MLP in relation with the removal of the damage.

### **Article 65** **Compensation for damaged library units**

(1)

Readers are responsible for damage to a library unit which is still usable but whose utility value has been reduced considerably.

(2)

Readers shall report any damage as per paragraph (1) immediately.

(3)

The damage shall be compensated for by the lump-sum amount determined in Article 8 clauses e) and f) of the Appendix to these Library Rules unless the damage is higher. In this case the MLP calculates the amount of the required compensation and does so immediately or, if this is impossible, within one week, unless agreed otherwise.

(4)

Library units damaged as per paragraph (1) may only be lent further on if the library clearly marks them as damaged.

(5)

Readers are required to make sure that obviously damaged library units are marked as damaged by the library before they borrow such units, otherwise they shall be held liable for the damage. The term of obvious damage does not refer to normal wear and tear or damage not apparent in the process of normally handling the library unit. If a reader is in doubt whether a library unit is damaged or not, the MLP shall mark it as damaged upon the reader's request.

### **Article 66**

After the reasonable period within which a reader should have settled their debts towards the MLP expires in vain, the MLP may take the following steps to protect its rights

- a) Appeal to court,
- b) Appeal to bodies active in criminal proceedings,
- c) Sell the receivable to another person, or
- d) Take another step as foreseen by the respective legal regulation.

## **Article 67**

(1)

The director of the MLP or an employee authorised by the director to do so may decide on a full or partial exemption of a registered reader's debt. The reader must submit a written request for the exemption of the debt and substantiate all facts stated therein.

(2)

The exemption of the debt is only possible in the case of the reader's social destitution, severe health problems or other grave facts affecting the reader.

## **Article 68**

The provisions of this chapter shall also adequately apply to debts of users who are not registered readers.

## **CHAPTER 14**

### **PUBLISHING THE LIBRARY RULES AND THEIR AMENDMENTS**

#### **Article 69**

##### **Publishing the Library Rules**

(1)

The Library Rules are available

- a) To view at a well accessible location in every library,
- b) On the MLP's web site at "www.mlp.cz",
- c) For anyone interested as a brochure available free of charge upon request, and
- d) In any other suitable way.

(2)

The Library Rules are published in the current wording or in the original wording together with later amendments.

#### **Article 70**

##### **Publishing changes of the Library Rules**

(1)

Changes of the Library Rules shall be notified to users with a sufficient notice period preceding the day on which these changes are supposed to come into force. The notification shall be available

- a) As a clearly visible notification about the changes located in every library,
- b) On the MLP's web site, and
- c) In any other suitable way, or as a combination of these ways.

(2)

Notifications as per paragraph (1) clauses a) and b) shall be removed no earlier than six months after the change comes into force.

(3)

Every user shall receive the text of the change of the Library Rules upon request free of charge.

**CHAPTER 15**  
**EXCEPTIONS TO THESE LIBRARY RULES**

**Article 71**

- (1)  
The head of the library or another employee authorised to do so may decide on an exceptional service exceeding the user's or registered reader's rights.
- (2)  
The director of the MLP or another employee authorised to do so by the director may decide on another exception to these Library Rules.
- (3)  
There is no legal entitlement for the granting of an exception.

**CHAPTER 16**  
**TEMPORARY AND FINAL PROVISIONS**

**Article 72**  
**Temporary provisions**

- (1)  
Unless stated otherwise below, the library's as well as its users' rights and responsibilities shall be governed by these Library Rules even though the rights and responsibilities may have arisen before these Library Rules came into effect.
- (2)  
Loan periods for loans commenced before this wording of the Library Rules comes into effect shall remain unchanged.
- (3)  
Compensation for damage in relation to loans made before this wording of the Library Rules comes into effect shall be governed by the previous wording of the Library Rules. If the person responsible for the damage agrees, the compensation for the damage may be governed by this wording of the Library Rules.
- (4)  
Contractual penalties that the MLP had the right to claim before this wording of the Library Rules comes into effect shall be governed by the previous wording of the Library Rules.

**Article 73**  
**Governing law and appropriate court**

- (1)  
The legal relations between users, readers, their legal representatives and warrantors on the one hand, and the MLP on the other hand, shall be governed by the legal order of the Czech Republic.
- (2)  
Courts of the Czech Republic are appropriate to decide disputes arising from the legal relation as per paragraph (1).

(3)

If the legal regulations enable stipulating the territorial appropriateness of courts, disputes shall be settled in courts in whose district the MLP has its seat.

#### **Article 74 Effectiveness**

(1)

These Library Rules came into effect on 6 June 2005.

(2)

This wording comes into effect on 1 October 2013.

Prague, dated 1 September 2013

RNDr. Tomáš Řehák

Director of the Municipal Library of Prague

## Appendix to the MLP Library Rules (Price list)

### Article 1

Registration fee including the fee for the first registration period pursuant to Article 31 paragraph (1) shall be:

- a) For readers of at least 15 years of age CZK 80
- b) Paragraph omitted.
- c) In the case of legal entities, per each individual person CZK 120

### Article 2

The fee for the registration period pursuant to Article 31 paragraph (3) shall be

- a) For readers of at least 15 years of age, per year CZK 60
- b) Paragraph omitted.
- c) In the case of legal entities, per each individual person CZK 100

### Article 3

The deposit pursuant to Article 15 paragraph (1) CZK 1,000

### Article 4

The duplicate reader card pursuant to Article 29 paragraph (6) CZK 20

### Article 5

Print copies pursuant to Article 5 paragraph (4)

- a) A copy of one A4 page CZK 2
- b) A copy of one A3 page CZK 4
- c) Printing one A4 page from databases, internet or the library fund on electronic media, except for the Koniáš database CZK 2
- d) Paragraph omitted.

### Article 6

Reservation of a library unit pursuant to Article 42 paragraph (3)

- a) Reservation of a library unit CZK 10
- b) Paragraph omitted
- c) Sending a notification about the reservation fulfilment by mail in the Czech Republic CZK 15
- d) Sending a notification about the reservation fulfilment by mail outside the Czech Republic postage charges + overhead costs of CZK 5

### Article 7

Interlibrary loan services pursuant to Article 11

- a) Lump sum for costs related to the acquisition of the subject of the loan CZK 60
- b) Price of making and delivering printed copies required through the interlibrary loan service from another library in the Czech Republic Costs incurred by the other library

### Article 8

Financial compensation for damage to library units pursuant to Article 64 and Article 65

- a) Compensation for a lost, damaged or further unusable library unit not listed under b) below and involving bookbinding and library processing CZK 370
- b) Compensation for a lost, damaged or further unusable magazine (or another library unit of the nature of a periodical), protective casing of a picture, as a lump-sum amount pursuant to Article 64 paragraph (5) involving bookbinding and library processing CZK 100
- c) Compensation for bookbinding and library processing of a library unit listed in a) pursuant to Article 64 paragraph (8) CZK 120
- d) Compensation for bookbinding and library processing of a library unit listed in b) pursuant to Article 64 paragraph (8) CZK 20

- e) Compensation for damage to a library unit listed in a) which does not prevent further use of the unit pursuant to Article 65 paragraph (3) CZK 50
- f) Compensation for damage to a library unit listed in b) which does not prevent further use of the unit pursuant to Article 65 paragraph (3) CZK 20
- g) Compensation for a lost, damaged or further unusable vinyl´s cover pursuant to Article 64 paragraph (5) CZK 50

### **Article 9**

Delay charge pursuant to Article 61 paragraph (2)

- a) Per each library unit and operating day CZK 5
- b) Paragraph cancelled

### **Article 10**

Notices and extorting debts in court pursuant to Article 60 paragraph (6)

- a) Notice, pre-prosecution notice in the Czech Republic CZK 15
- b) Notice, pre-prosecution notice outside the Czech Republic  
postal charges + overhead costs of CZK 5
- c) Pre-prosecution notice sent by registered mail in the Czech Republic CZK 50
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