



**Municipal Library of Prague**

# **Library Rules of the Municipal Library of Prague**



Municipal Library of Prague, 2022



# **Library Rules**

## **Municipal Library of Prague**

### **Contents**

Chapter I Basic provisions	... 1
Chapter II Services for users	... 3
Chapter III User's basic duties	... 5
Chapter IV MLP Membership	... 6
Chapter V Reader's rights and duties	... 8
Chapter VI Loans	... 10
Chapter VII Reader's debt	... 15
Chapter VIII Complaints	... 20
Chapter IX Exceptions to the Library Rules	... 21
Chapter X Transitional and final provisions	... 21
Appendix I Personal data protection	... 23
Appendix II Price list	... 27



# **Chapter I**

## **Basic provisions**

### **Art. 1**

- (1) The Municipal Library of Prague (hereinafter also referred to as MLP) is the regional library for the Capital City of Prague, which provides services in accordance with Act No. 257/2001 Coll. on libraries and conditions governing the operation of public librarian and information services (Library Act). It is established as an allowance organization of the Capital City of Prague.
- (2) The seat of the Municipal Library of Prague is Mariánské náměstí 1, Praha 1. Other contact details are: telephone: 222 113 555, e-mail: knihovna@mlp.cz and the website: www.mlp.cz.

### **Art. 2**

- (1) The Library Rules regulate the conditions under which the MLP provides library, information and other services to the public.
- (2) The Library Rules are issued by the Director of the MLP in accordance with the Library Act and the MLP Foundation Deed.
- (3) The appendices to the Library Rules are the Personal Data Protection Policy and the Price List.

### **Art. 3**

#### **Definition of basic terms**

- (1) A library means any MLP establishment (Central Library, branches, bibliobuses...). The MLP publishes up-to-date lists of its libraries and bibliobus stops on its website.
- (2) The library user is every person who uses the services provided by the MLP in any way, both in person and by another person, the internet, etc. A user is also anyone who is present in the premises of any library.

- (3) A reader is a library user who, by registering, has entered into a special contractual relationship with the MLP, the terms of which are governed by these Library Rules. Reader registration can be verified or unverified.
- (4) An address service is a service for the provision of which the MLP needs to know the identity of the user.
- (5) A selected address service is a service which, for the protection of the library fund, property or copyright, is provided by MLP only to readers who meet the conditions set out in these Library Regulations.
- (6) The reader account is a record of the mutual rights and obligations of the MLP and reader kept using computer equipment resources. The reader's account is accessible online after logging in.
- (7) A library unit means any document or object that the MLP registers as a separate item and which it lends to its users. The library unit can also refer to frames of paintings, special packaging, electronic equipment etc.
- (8) For the purposes of these Library Rules, the MLP library fund is a set of all library units and other documents that the MLP makes available to its users.
- (9) The free selection is a part of the library fund that is accessible to the user without a librarian's assistance.
- (10) The on-site loan refers to a loan of a library unit, which can only be used in the library's premises.
- (11) An off-site loan is a loan of a library unit which can also be used outside the library's premises.
- (12) The loan period is the period within which the user may use the borrowed library unit.

## **Chapter II**

### **Services for users**

#### **Art. 4**

- (1) The MLP provides library and information services, in particular:
- a) access to the MLP library fund and reservation of library units,
  - b) access to the library funds of other libraries in the Czech Republic through the interlibrary loan service,
  - c) access to internet and its reservation,
  - d) access to databases and other electronic resources,
  - e) cultural and educational events,
  - f) staying in its public areas and reserving certain library areas,
  - g) oral factual and bibliographic information,
  - h) written literature searches,
  - i) reprographic services,
  - j) digitisation of works in the MLP fund, where the law allows it.
- (2) The MLP may experimentally provide new services in an experimental mode or other services on an individual contractual basis.
- (3) Some of the MLP's services are not available in all libraries or during all opening hours. The MLP may also limit its services in the event of an emergency.

## **Art. 5**

### **Terms and conditions for the provision of services**

- (1) The MLP provides full services to readers who meet the conditions set out in these Library Rules, in particular
  - a) have a verified registration (Art. 10),
  - b) have paid the registration fee or are not obliged to pay it (Art. 13) and
  - c) have no other outstanding debt towards the MLP (Art. 29).

Selected address services (especially off-site loans) are provided only to these readers by the MLP due to the protection of the library fund, property or copyrights.

- (2) For other readers, the MKP provides such address services for which it only needs to know the identity of the user. This is mainly access to some electronic resources and the reservation of library units and services.
- (3) Other services are provided by the MLP to all users. These include access to the library fund in the free selection area, cultural and educational events, Wi-Fi and staying in the public areas of the MLP.
- (4) Some services are provided by the MLP for a fee specified in the Price List, in particular:
  - a) reservation of library units,
  - b) interlibrary services between MLP and other libraries,
  - c) written literature searches,
  - d) reprographic services,
  - e) digitisation of works in the MLP fund, where the law allows it.
- (5) The MLP publishes more detailed conditions for some services on its website.

## **Chapter III**

### **Users' basic duties**

#### **Art. 6**

- (1) Users are required to observe the Library Rules and respect any restrictions communicated by the authorized employee or stated in the published visiting rules.
- (2) Users are required to respect all copyright regulations as well as any related rights.
- (3) Users are required to behave in a considerate manner towards their surroundings in the library and not to damage anything in the library's premises. 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.
- (4) 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 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.

#### **Art. 7**

- (1) When required to do so by MLP staff users shall present their bags for inspection or to wait for the arrival of the Police of the Czech Republic.
- (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 prosecution authorities.

## **Art. 8**

- (1) Users who do not respect the instructions of the MLP's authorized employee, violate legal regulations, the Library Rules or visiting rules may be ordered out of the library premises. The person ordered out of the premises is obliged to leave them immediately.
- (2) The director of the MLP may decide to withhold the library's services from a reader for a period of up to five years. The director makes this decision if the reader commits a criminal offence causing damage to the MLP's interests or violates the Library Rules in other grave ways or repeatedly.

# **Chapter IV**

## **MLP membership**

## **Art. 9**

### **Reader registration**

- (1) The applicant completes a reader application form and applies for registration with the MLP. The application can be submitted in person at the library or online. By accepting the application, the MLP concludes a contract on the provision of services with the applicant, thus creating the reader's membership in the MLP.
- (2) A registration performed in one library is valid in all libraries of the MLP network.

## **Art. 10**

### **Verification of registration**

- (1) Verification of registration is a condition for using selected address services.
- (2) The MLP verifies the registration of the applicant who:
  - a) provides credible proof of identity and
  - b) is a citizen of the European Union or is residing in the Czech Republic or pays a cash deposit or a guarantor guarantees in writing the fulfilment of his or her obligations to the MLP.

(2) Deleted paragraph

(3) If the legal entity is not registered in the public register, it shall prove its existence. The person who signed the application shall prove his/her authorization to act on behalf of the legal entity, unless he/she is registered in the public register as a person authorized to act.

### **Art. 13**

#### **Registration fee**

- (1) The registration fee is a fee for administrative acts related to keeping records of readers with verified registration pursuant to Section 4 of the Library Act.
- (2) The payment of the registration fee is a condition for using selected address services.
- (3) The amount of the registration fee for one year is specified in the Price List.
- (4) The registration fee does not apply
  - a) to readers under the age of 15 years,
  - b) readers over the age of 70 years,
  - c) holders of TP, ZTP or ZTP-P passes.

**Art. 14**  
**Termination of membership**

- (1) If a reader no longer wishes to use the address services, he/she may request the MLP to terminate his/her membership or terminate his/her membership online.
- (2) Furthermore, the membership of a reader over the age of 15 years shall terminate when the last of the following conditions occurs:
  - a) one year has elapsed since the last address service was used by the reader,
  - b) one year has passed since the reader last logged in to the account or
  - c) the reader has not paid the registration fee for more than a year.
- (3) The membership of the reader shall not expire if the reader has a debt towards the MLP.

**Chapter V**  
**Reader's rights and duties**

**Art. 15**  
**Reader account**

- (1) The mutual obligations of the MLP and the reader are recorded in the reader account, in particular the reader's loans, reservations, cash advances and debts.
- (2) When accessing the reader account, the reader proves his/her identity to the MLP, usually by means of a reader's card or online with his/her login data.
- (3) The reader's card can be a physical or virtual card, which is recognized by the MLP and which it registers as a reader's card. The MLP publishes the list of approved types of cards and the rules for their approval on its website.

- (4) A reader may have more than one reader's card for one reader account at the same time.
- (5) The MLP issues a card serving as a reader's card for a fee according to the Price List. Replacement of a worn-out card issued by the MLP more than three years ago is free of charge.
- (6) Access to the online reader account is protected by a password. Access to the reader account via a self-service device is protected by a PIN.
- (7) If a reader allows another person to access his/her reader account as his/her representative, he/she is responsible for all liabilities incurred by that person's actions and recorded in his/her reader account.
- (8) Readers are obliged to protect their reader account against misuse, in particular
  - a) in the event of loss, immediately block their reader's card or report its loss to the MLP,
  - b) protect their login details and
  - c) not allow another person to access the equipment on which they are logged in to their reader account.

Readers are responsible for the misuse of their reader account, if they have negligently made the misuse possible.

- (9) The MLP will provide the reader's account statement to the reader whenever he/she so requests, in paper or electronic form.

## **Art. 16**

If there is an imminent threat to the reader's or MLP's rights and the threat cannot be averted in any other way, the MLP may temporarily block the reader's card or reader account.

## **Art. 17**

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

In justified cases, the MLP may require proof of the reader's identity or his/her representative by means other than the presentation of the reader's card.

## **Chapter VI**

### **Loans**

## **Art. 18**

- (1) Users are required to take proper care of the library unit that they borrow, in particular
  - a) prevent it from being damaged, lost or stolen,
  - b) devalue the library unit by underlining, adding written comments, cutting out pages or otherwise.
- (2) Users may use the borrowed library unit that they borrow for their own personal needs. Users may also allow their relatives and close persons to use the library unit free of charge, but this shall not relieve them from their duties towards the MLP.

## **Art. 19**

### **On-site loan**

- (1) Every user may perform on-site loans from the free selection. Library units not located in the free selection may only be borrowed by readers, only readers who meet the conditions for using selected address services can borrow a library unit marked as specially protected (Art. 5).
- (2) A loan agreement is concluded once the user takes possession of the library unit.
- (3) Users are not allowed to take a library unit that they borrowed away from the library and are required to return it to the designated place on the same day.

**Art. 20**  
**Off-site loan**

- (1) A library unit may be borrowed as an off-site loan only by a reader who meets the conditions for using selected address services (Art. 5).
- (2) The off-site loan agreement is concluded by adding the library unit to the reader account.

**Art. 21**  
**Return of an off-site loan**

- (1) The library unit is returned by deduction from the reader account. For self-service returns, the reader must wait for the machine to confirm the return. If the reader does not wait, the reader bears the risk if the library unit is not returned or is not returned on time.
- (2) Library units can be returned in any library, except for library units marked as specially protected, which can only be returned to the librarian at the library where they were borrowed.
- (3) Destroyed, incomplete or damaged library units shall be returned to the librarian. Any self-service return of a destroyed, incomplete or damaged library unit is not considered duly returned and shall be solved in accordance with Art. 33 and 34, even if the machine confirms the return.
- (4) Upon returning a library unit, a printed return confirmation may be requested.
- (5) Some libraries have a bibliobox (deposit box), into which the library unit can be dropped if its nature allows it without the risk of damage. The library unit is returned on the following day on which the library is opened.
- (6) Another person may return a library unit on behalf of the reader.

## **Art. 22**

### **Loan period**

- (1) Readers are obliged to return the library unit before the end of the loan period. The MLP determines the loan period of the library unit upon its borrowing. The date by which the reader is obliged to return the library unit is specified in the reader account.
- (2) The usual loan period is four weeks. The usual loan period for originals and reproductions of works of art and their special protective casings is twenty-six weeks.
- (3) Readers over the age of 70 and holders of a TP, ZTP or ZTP-P passes may request to set up double loan periods.
- (4) The MLP sends free electronic messages to readers who provide their e-mail address, informing them about the approaching end of the loan period and about the accrual of delay charges after the end of the loan period. The MLP shall not send these messages to readers who reject this service. Due to technical reasons, the MLP provides no 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.

## **Art. 23**

### **Loan period prolongation**

- (1) Readers may request the prolongation of the loan period, even repeatedly, before it expires. The MLP shall decide on the prolongation of the loan period based on the nature of the library unit, the interest in it and other circumstances. The MLP may prolong the loan period on condition that the given library unit is not reserved by another reader. The total prolonged loan period may usually not exceed double the original loan period.
- (2) When the borrowing list is displayed and a new off-site loan is made, all borrowing periods that can be prolonged shall be prolonged for the reader as far as they can be prolonged at that time.
- (3) The MLP may unilaterally prolong the running loan period in justified cases.

**Art. 24**  
**Repeated (relay) loan**

- (1) A library unit that has been borrowed by a reader may be brought to any library during the loan period and re-borrowed without having to return it first.
- (2) The library unit can be re-borrowed even after the loan period has expired if the reader has previously paid late or other outstanding debts to the MLP.
- (3) A library unit cannot be borrowed again if it is reserved by another reader.
- (4) The library unit may also be borrowed in this way by another reader.
- (5) A library unit marked as specially protected may be re-borrowed only from the librarian in the library from which it was borrowed.

**Art. 25**  
**Reserving library units**

- (1) A reader may reserve a library unit which can be borrowed as an off-site loan.
- (2) Reservations may be made in any library, except for library units marked as specially protected which may be reserved only in a specific library.
- (3) By making a reservation, the reader accepts the obligation to pay the costs associated with the processing of the reservation to MLP, the amount of which is set out in the Price List.
- (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.
- (5) Selected groups of readers shall not be charged by the MLP for part of their reservations in one calendar year
  - a) First 15 reservations for readers over 70 years of age,
  - b) First 100 reservations for holders of the TP, ZTP or ZTP-P passes.

Only the costs, if any, of sending the message confirming the reservation by mail or SMS shall be charged.

**Art. 26**  
**Fulfilling a reservation**

- (1) The MLP shall inform the reader about the fulfilment of the reservation by an entry in the reader account and in a manner selected by the reader upon lodging the reservation.
- (2) The fulfilled reservation shall be ready to be borrowed to the reader at the library for one week, or two weeks if the reader has chosen that a written notification be sent by mail. The bibliobus shall be prepared until the nearest stop of the bibliobus on the location, or until the second stop in the case of a notification sent by mail.
- (3) In justified cases the reader may require that the pick-up period be prolonged by one week.
- (4) Before borrowing a reserved library item, the reader shall pay the costs associated with the processing of the reservation. The reader is obliged to pay the costs, even if he/she did not collect the completed reservation.
- (5) If the same library unit is reserved by several readers, the first one to have lodged the reservation shall be served first
- (6) Readers may interrupt the fulfilment of the reservation in advance and until further notice. Interrupting a reservation shall not prevent other readers from fulfilling their reservations, but the reader shall not lose his/her position in the queue.

**Art. 27**  
**Cancelling a reservation**

- (1) Readers may request a reservation cancellation.
- (2) Cancellation of a reservation does not relieve the reader from the obligation to pay for the costs of an already fulfilled reservation.
- (3) The MLP may cancel a reservation for a library unit that has become permanently unavailable. The reader's obligation to pay for the reservation costs shall hereby cease to exist. The MLP shall inform the reader about the cancellation of the reservation at its own expense.

## **Art. 28**

### **Loan limits**

- (1) The reader may simultaneously borrow up to sixty library units.
- (2) The reader may simultaneously borrow maximally twenty reproductions of a work of art.
- (3) For some types of library units such as original works of art and electronic devices, the MLP sets lending limits by special rules.
- (4) The limits applying to readers younger than 15 years are reduced to half. The reduction shall not apply at the request of their legal representative.
- (5) Readers may reduce or increase the limits back online or request an adjustment of the limits when visiting the library in person. The legal representative of the reader or the guardian of the reader whose capacity to act has been restricted by the court may also request an adjustment of the limits.

## **Chapter VII**

### **Reader's debt**

#### **Art. 29**

If a reader has a debt towards the MLP, in particular if he/she has not returned a library unit whose loan period has expired, the MLP may not provide the selected address services to him/her.

#### **Art. 30**

#### **Delay charges**

- (1) If a reader is in delay with returning a library unit on time and properly, he/she is obliged to pay a contractual penalty in favour of the MLP (hereinafter referred to as „delay charge“).
- (2) The delay charge applies to each loan separately and is calculated for every commenced operating day where the loan is to be returned. The amount of the delay charge is determined by the Price List.

- (3) The operating day means weekdays and Saturdays, with the exception of holidays and extraordinary MLP closures. If a library unit can only be returned at a particular library, only the days on which it is open are counted.
- (4) The delay charge is payable on the day when the loan contract of the given library unit is terminated.
- (5) The delay charge enforces the obligation to return the borrowed library unit in due time and manner. Payment of the delay charge shall not relieve the reader of the obligation to return the library item, or replace it.

### **Art. 31**

#### **Return delayed for more than six months**

If the reader's delay in returning the borrowed library unit lasts for more than six months, the loan contract for this library unit shall be terminated and the obligation to return the library unit shall be replaced by the obligation to pay its price. The MLP determines the price in accordance with Art. 33 and it is payable immediately after the termination of the loan contract.

### **Art. 32**

#### **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 penalty is not subjected to interest rate.

### **Art. 33**

#### **Compensation for borrowed library units**

- (1) Readers are obliged to compensate the damage to the library unit if it was lost or destroyed during the period of their loan. A destroyed library unit refers also to a library unit that is incomplete or obviously damaged, so that it is no longer usable for the library.
- (2) The reader shall provide monetary compensation, unless he/she agrees with the MLP on another method of compensation. The lump sum amount for damages is set out in the Price List. If the real damage, including the costs of bookbinding and library processing, is obviously higher than the flat fee, the reader shall compensate for the real damage based on an expert assessment by the librarian.

- (3) The MLP shall conclude an agreement on the compensation with the reader, which shall terminate the loan contract. Until such an agreement is made, MKP shall be entitled to delay charges if the reader is in default of return.
- (4) If the destroyed library unit is returned by self-service, the MLP shall bill the amount corresponding to the compensation of damage to the reader's account.
- (5) 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.

#### **Art. 34**

##### **Damage to library units**

- (1) Readers are obliged to compensate the damage to the library unit if it was damaged during the period of their loan.
- (2) The term of damage refers to obvious damage which considerably limits the use or quality of the library unit. The term of damage does not include normal wear and tear proportionate to the age and nature of the library unit.
- (3) If a damaged library unit is returned, the MLP shall bill the amount corresponding to the compensation of damage to the reader's account.
- (4) The lump sum of compensation for damage is set out in the Price List. If the real damage is obviously higher than the lump sum of compensation for damage, the reader shall compensate the real damage according to the librarian's expert assessment.
- (5) The MLP shall mark the damaged library unit as such.

#### **Art. 35**

##### **Debt settlement**

- (1) Monetary debt can be settled at any library.
- (2) The MLP also allows debt settlement by cashless bank transfer. The readers' bank details are specified in their reader account.

- (3) 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.

### **Art. 36**

#### **Cash deposits**

- (1) Readers may make a cash deposit to their reader account.
- (2) The MLP may use the deposit to offset any of the reader's monetary debts towards the MLP.
- (3) Readers are entitled to withdraw the remaining deposit at any time. If the deposit is not withdrawn upon the cancellation of the registration, the deposit shall be forfeited to the MLP.
- (4) If the reader's registration is cancelled and the deposit exceeds the amount of CZK 50, the MLP shall try to remind the reader about the possibility to withdraw the deposit. The price of the reminder is specified in the Price List.

### **Art. 37**

#### **Delayed settlement of debt**

- (1) If a reader is in delay with the settlement of a debt, the MLP shall notify the reader about his/her obligation to settle the debt.
- (2) The MLP reminds readers via e-mail, SMS at their contact address or another provided address, if their debt was not paid following the prior reminder.
- (3) If a reader is registered as a reader under 15, the MLP shall only send him or her one notice and shall send all following notices to the legal representative.
- (4) If a reader fails to pay the debt on the basis of reminders, the MLP shall send a pre-prosecution notice. The MLP shall also send a pre-prosecution notice to the reader's guarantor.
- (5) The reminder or pre-prosecution notice shall be deemed delivered if the MLP sends it to the last address provided by the reader and it is not delivered for a reason on the part of the addressee, e.g. because the addressee has moved away 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. The flat amounts of certain compensations are stated in the Price List.
- (7) The costs for a reminder or the pre-prosecution notice shall be payable on the day when these documents are posted.

### **Art. 38**

#### **Unintentional delay, unintentional damage**

- (1) If the reader did not cause the delay in returning the borrowed library unit, he/she shall not pay the delay charge. 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. Traffic diversions, adverse weather and the like are not considered cases of objective obstacles.
- (2) Circumstances preventing the reader from returning the loan but occurring after the expiry of the loan period do not excuse the reader.
- (3) A reader shall not be liable for damages if the damage to a library unit was neither caused by the reader nor by the reader's neglect to take reasonable care of the item.
- (4) The reader is obliged (reasonably) to document all facts that are essential for the decision that he did not cause the delay or damage.

### **Art. 39**

- (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 especially grave circumstances affecting the reader.

## **Chapter VIII**

### **Complaints**

#### **Art. 40**

- (1) Users who are not satisfied with any fact regarding the services provided by the MLP are entitled to lodge a complaint about the given fact. The complaint must make it clear who lodges it, what the fact of complaint is and what redress is required.
- (2) Complaints may be lodged orally or in writing in any library or electronically to the address „reklamace@mlp.cz“. 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.
- (3) If it is impossible to execute a complaint immediately, the MLP is entitled to request that the reader files a written complaint. If the user fails to do so, the complaint shall not be executed.

#### **Art. 41**

##### **Complaint execution**

Complaints shall be executed without undue delay. It shall be executed at the latest within one month following the day when it was lodged.

#### **Art. 42**

##### **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, he/she may send a complaint to the director of the MLP. The complaint must be filed at the MLP director's secretariat.

## **Chapter IX**

### **Exceptions to the Library Rules**

#### **Art. 43**

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

## **Chapter X**

### **Transitional and final provisions**

#### **Art. 44**

#### **Publishing the library rules and their amendments**

- (1) The library rules are available
  - a) on the MLP's website at [www.mlp.cz](http://www.mlp.cz),
  - b) to view at an accessible location in every library,
  - c) free of charge to anyone upon request,
  - d) or in any other suitable way.
- (2) Changes of the Library Rules shall be notified to users with sufficient notice before they come into effect
  - a) on the MLP's website,
  - b) as a clearly visible notification about the changes located in every library,
  - c) or in any other suitable way.

**Art. 45**  
**Transitional provisions**

- (1) Unless stated otherwise below, the MLP'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) Contractual relations concerning loans made before the Library Rules came into effect shall be governed by the Library Rules valid at the time of concluding the loan contract for the library unit.

**Art. 46**  
**Governing law**

The legal relations of users, readers, their legal representatives and guarantors on the one hand and the MLP on the other hand are governed by the law of the Czech Republic.

**Art. 47**  
**Effectiveness**

- (1) These library rules came into effect on 1 January 2022.
- (2) These wording came into effect on 1 January 2023.

Prague dated 22 November 2022



RNDr. Tomáš Řehák,  
Director of the Municipal Library of Prague

# **Appendix I**

## **Personal data protection**

### **I. Purpose and legal basis of processing**

- (1) The MLP processes personal data in accordance with the Regulation (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and Act No. 110/2019 Coll., on personal data processing.
- (2) MLP processes users' personal data if the processing is necessary for the fulfilment of service contracts.
- (3) The MLP processes personal data for the following purposes
  - a) provision of services to users,
  - b) informing about services provided,
  - c) protection of the MLP's property and library fund,
  - d) records of receivables and accounting operations.
- (4) In order to protect property and the library fund and to increase the protection of rights and freedoms of those who might be affected by other person's unlawful behaviour, the MLP monitors and records the attendance of users by means of a CCTV system. The processing is necessary for the purposes of the above-mentioned legitimate interest. The library premises with a camera system are clearly marked.
- (5) If necessary, the MLP also processes the personal data of legal representatives of minor users, guardians and guarantors of registered readers and treats them in the same way as the personal data of users.

## **II. Personal data processed**

The MLP mainly processes the following categories of personal data:

- a) identification data of users of address services,
- b) contact details of users of address services,
- c) data that the reader is the holder of a TP, ZTP or ZTP-P pass, if he/she wishes to benefit from advantages provided to pass holders by the MLP,
- d) the history of the borrowing process,
- e) service data on other transactions carried out with the reader's account,
- f) information on participation in an event, if registration is a condition for participation,
- g) accounting data about performed monetary transactions, in particular about their purpose, place, time and other requirements,
- h) information on the legal steps taken by the MLP against the reader whose repayment of debt is in delay,
- i) CCTV recordings,
- j) IP addresses and cookies of visitors to the website.

## **III. Users' rights and obligations relating to personal data protection**

- (1) At the reader's request, the MLP shall provide a copy of his/her processed personal data. It shall provide automatically processed personal data in a machine-legible format. The MLP provides online access to certain personal data.
- (2) Readers are required to notify the MLP of any changes of their identification and contact details. Readers are obliged to prove the change of their identification data (name, date of birth, number of the identity document).

The contact details (address, e-mail and phone) may be changed online by the reader after logging into his/her reader account.

- (3) At the written request of the reader, the MLP shall anonymise personal data (delete identification and contact data). Readers may also anonymise their data online. The condition is that the reader has no debt towards the MLP. The anonymisation of data terminates the reader's membership in the MLP.
- (4) Readers who have no debt towards the MLP may request that the history of the borrowing process be anonymised without terminating their reader registration. By anonymising the data, the reader waives the right to complain about facts to which it relates.
- (5) Readers have the right at any time to address their suggestions concerning their personal data to the legal department of the MLP, or file a complaint to the Personal Data Protection Office. The MLP shall process requests concerning personal data without undue delay and in any case within one month of receiving the request. The contact details of the legal department are
  - a) e-mail: [pravni@mlp.cz](mailto:pravni@mlp.cz)
  - b) address: Municipal Library of Prague, Legal Department, Mariánské náměstí 1/98, 115 72 Praha 1

#### **IV. Securing personal data**

- (1) Written documents are stored in the library's servicing areas which are secured against unauthorised persons' access in the usual manner. The access to these written documents is limited to the employees who need these documents to perform their working tasks.
- (2) The MLP stores readers' personal data in computer databases. The computer databases are stored on dedicated servers. The access to this data is protected by a system of access accounts, passwords and user rights assigned to individual employees to the extent necessary for their proper working performance. Access to the data is protected by at least two security systems.

- (3) The MLP maintains the databases on archive media. Archive media may be accessed only by the responsible employee based on special authorisation from the MLP director. In the case of required restoration of the computer database, anonymised data is not renewed from the archive media.
- (4) The MLP shall not disclose the personal data to third persons unless asked to do so by the reader in relation to his/her data, if stipulated by the law, or unless the MLP must do so to protect its rights against a debtor.

#### **V. Period for processing selected personal data**

- (1) The MLP stores readers' personal data for the period of their membership.
- (2) The MLP shall store accounting data until 1 January of the year after the passing of 5 years from the monetary transaction.
- (3) The MLP shall store personal data pertaining to a reader who is with held registered reader's services by a decision taken by the director of the MLP in accordance with Article 8 as long as this measure is effective.
- (4) The MLP shall store the personal data of the reader's legal representative or guarantor for as long as the reason for the representation or guarantee continues to exist.
- (5) The MLP usually keeps the camera records for 3 days. CCTV recordings taken in a library that is open for at least part of the operating hours in self-service mode shall be stored by the MLP for one week. If an incident is recorded which needs to be investigated, the MLP shall keep a record for the time necessary to fulfil its purpose.
- (6) If the reason for the retention of personal data ceases to exist, the MLP shall anonymise the data recorded in MLP's computer databases. The MLP shall shred personal data recorded on hard copies in accordance with the regulations on archiving and filing services. Anonymised data are further used for statistical purposes only.

## **Appendix II**

### **Price list**

This price list contains only selected items. The prices of other services are published on the MLP website and communicated to the user before using the service.

#### **I. Reader registration**

- |                                  |        |
|----------------------------------|--------|
| a) Registration fee (Art. 13)    | CZK 60 |
| b) MLP card (Art. 15, Section 5) | CZK 20 |

#### **II. Deposit (Art. 10)**

CZK 1,000

#### **III. Reservation**

- |  |                      |
|--|----------------------|
| a) Reserving library units (Art. 25)   | CZK 25               |
| b) notification costs pursuant to Art. | IX of the Price List |

#### **IV. Copies**

- |                                   |                  |
|-----------------------------------|------------------|
| a) one A4 page in black and white | CZK 2            |
| b) one A3 page                    | CZK 4            |
| c) one A4 page in colour          | CZK 10           |
| d) digitizing upon request        | CZK 200          |
|                                   | + 5 CZK per page |

#### **V. Search**

- |  |         |
|--|---------|
| 15 minutes of the librarian's work on a written search | CZK 100 |
|--|---------|

#### **VI. Interlibrary loan services**

- |   |                                |
|---|--------------------------------|
| a) costs related to the acquisition of a document               | CZK 70                         |
| b) making and delivering printed copies<br>from another library | costs of the requested library |

## **VII. Compensation for damage for a library unit (Art. 33 and 34)**

- 1) lump sum compensation for damage for destroyed or lost library unit
  - a) standard library unit CZK 370
  - b) periodical press or protective cover of a work of art CZK 100
  - c) vinyl record cover CZK 50
- 2) library and bookbinding processing
  - a) standard library unit CZK 120
  - b) periodical press or protective cover of a work of art CZK 20
- 3) lump sum for damage
  - a) standard library unit CZK 50
  - b) periodical press or protective cover of a work of art CZK 20

## **VIII. Delay charges (Art. 30)**

per each library unit and operating day CZK 5

## **IX. Costs of notices, notifications, reminders**

and other notices to readers

- a) via email free of charge
- b) SMS CZK 2
- c) standard mail CZK 25
- d) registered mail CZK 100



RNDr. Tomáš Řehák,  
Director of the Municipal Library of Prague



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

