

Library and Lending Rules of the VSB – Technical University of Ostrava Central Library

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Internal/External User of Services

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO card centre,
- address of the permanent residence including the postcode; in the case of foreign nationals, also the temporary address in the Czech Republic,
- organizational unit at VSB-TUO,
- form and type of study,
- type of the relationship with the university,
- the end of the relationship with the university.

3.4 Internal-MBA student category

Personal data source: user, VSB-TUO student identification card; in the case of foreign nationals, a passport, identity card or other identity document (e.g. in the case of the Slovak Republic citizens a national identity card), Registration of the Internal/External User of Services

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO card centre,
- address of the permanent residence including the postcode; in the case of foreign nationals, also a temporary address in the Czech Republic,
- organizational unit at VSB-TUO,
- type of the relationship with the university,
- the end of the relationship with the university.

3.5 Internal-student trainee category

Personal data source: user; in the case of foreign nationals, a passport, identity card or other identity document (e.g. in the case of foreign nationals the Slovak Republic citizens, a national identity card), Registration of the Internal/External User of Services

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO card centre,
- address of the permanent residence including the postcode; for foreign nationals also a temporary address in the Czech Republic,
- organizational unit at VSB-TUO,
- form and type of study,
- type of the relationship with the university,
- the end of the relationship with the university.

3.6 Internal-pensioner category

Personal data source: user, VSB-TUO identification card, Registration of the Internal/External

User of Services

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO card centre,
- address of the permanent residence including the postcode,
- organizational unit at VSB-TUO,
- type of the relationship with the university,
- the end of the relationship with the university.

3.7 External-graduate category

Personal data source: user, Alumni card, national identity card; in the case of foreign nationals, a passport, identity card or other identity document (e.g. in the case of the Slovak Republic citizens, a national identity card), Registration of the Internal/External User of Services

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by VSB-TUO card centre,
- address of permanent residence including postcode,
- organizational unit at VSB-TUO,
- type of relationship with the university,
- the end of the relationship with the university.

3.8 External user category

Personal data source: user, national identity card, Registration of the Internal/External User of Services

Identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO card centre,
- address of the permanent residence including the postcode,
- organizational unit at VSB-TUO,
- type of the relationship with the university,
- the end of the relationship with the university.

3.9 External-student category

Source of personal data: user, national identity card, student card or Statement of study at a university, Registration of the Internal/External User of Services

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO card centre,
- address of the permanent residence including the postcode,
- name and seat of the secondary or higher education institution,

- organizational unit at VSB-TUO,
- type of the relationship with the university,
- the end of the relationship with the university.

3.10 External-foreign user category

Source of personal data: user, passport, identity card or other identity document (e.g. in the case of the Slovak Republic citizens, a national identity card), Registration of the Internal/External User of Services.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO card centre,
- temporary address in the Czech Republic,
- address of the permanent residence,
- identity card number,
- country,
- organizational unit at VSB-TUO,
- type of the relationship with the university,
- the end of the relationship with the university.

3.11 When registering a user in categories: the external user, the external-student and the external-foreign user, a user card, i.e. the chip card, is issued for the user in cooperation with the VSB-TUO card centre, and a personal number is assigned to the user. For this purpose, the following identification data are transmitted to the card centre database: first name and surname, date of birth and electronic address. The personal number assigned by the card centre is an obligatory part of the identification data in the CL user database. The chip card with a barcode, i.e. the name of the user card number, issued in a name is necessary for entry into the premises of the CL, for the realization of out-of-library loans and for other possible services of the CL.

4. Additional personal contact information (optional) intended to facilitate service and communication with the user

- a) academic degrees,
- b) any other contact, delivery or temporary address,
- c) other contacts to the user (phone, mobile, e-mail).

5. Service data

is data on the user's card (issuance, cancellation at loss), data on the subject, place and time of realization or termination of out-of-library loans, extensions or reservations, reminders, notes on the status of the loaned document, information about possible violation of the Library and Lending Rules.

6. Accounting data

is information about executed financial transactions of the user.

7. Legal data

are data on the legal actions the CL has taken against a user who is in default. Legal data is also the data specified in the documents by which the user supplies evidence of the facts listed in the Registration of the Internal/External User.

8. The statistics data

are anonymised data on loans and statistical processing of service data.

9. Method of processing and protecting users' personal information

9.1 The CL keeps the users' personal data:

- a) in original documents, i.e. in the "Registration of the Internal/External User of the VSB-TUO CL Services"
- b) in the university information system and the automated library system.

9.2 The "Registration of the Internal/External User of Services" is stored in the premises of the CL with no access for unauthorized persons. Access to these documents is restricted to those CL employees who handle them as part of their work tasks.

9.3 The database of users in the CL library system created using an automated library system is located on the server of the Centre for Information Technology (hereinafter referred to as the CIT). The CIT is a division of VSB-TUO.

9.4 Only authorized persons – the CL and CIT employees have access to the database in the CL library system and to the university information system through their personal password in connection with the fulfilment of their work responsibilities within the services for the users and the administration of the library system.

9.5 The CL employees are obliged to process personal data only within the framework of their work assignments and tasks assigned to them within the scope of their employment in the CL to the extent and purpose and in accordance with Regulation of the European Parliament and of the Council (EU) No 2016/679 on the protection of individuals with regard to the processing of personal data and the free movement of such data and the Rector's Directive on the protection of personal data.

9.6 The processor of the CL users' personal data in the automated library system is the supplier of this system. The supplier's obligation to proceed in accordance with the provisions of Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data is laid down in a contract concluded between the CL and the supplier. Processing under this contract involves, in particular, the storage of information on the information carrier, their retention for the duration of the contract, the transfer of personal data to the Administrator and the liquidation of personal data.

10. Termination of personal data processing and liquidation

10.1 External user, external-student, external-foreign user categories

Personal data of these categories of users are processed by the CL until the user requests either personally or in writing the deletion of personal data or until a period of one year from the expiration of his/her user card elapses if the user has no obligations towards the library, or one year after the last obligation of the library user has been settled.

10.2 Internal-VSB-TUO employee category

Personal data of internal users – VSB-TUO employees are deleted from the user database upon termination of the employment relationship based on presentation of a “clearance certificate” if the user has no obligations towards the library, or one year after the last obligation of the library user has been settled.

10.3 Internal-VSB-TUO doctoral student, internal-VSB-TUO student, internal-MBA student, internal-student trainee and external-graduate user categories

Personal data of VSB-TUO students, doctoral students, MBA students, students trainees and VSB-TUO graduates are deleted from the users database in connection with the termination of studies at VSB-TUO, at the latest one year after the end of the valid study relationship with VSB-TUO or after one year from the expiration of the Alumni card, if the user has no obligations towards the CL, or one year after the last obligation of the library user has been settled.

10.4 The relationship with the CL is terminated by termination of the relationship with the university. The user may be included in the corresponding category of an external user if s/he wants to continue to use the library services and his/her previous obligations are settled.

10.5 When changing the user category, it is necessary to fill in and sign a new *Registration of Internal/External User*.

10.6 Personal data of the users in the categories external user, external-student, external-foreign user and internal-pensioners are deleted from the database of users in the library system as well as the university information system without delay (within 7 days of the request for termination of the processing of personal data) upon the request of the user who has settled all his/her obligations towards the CL and requests the cancellation of the registration, or after the expiration of one calendar year from the time when s/he was obliged to request an extension of its validity and did not do so.

10.7 User’s personal data are deleted from user databases; data on loans, however, are anonymized for statistical purposes.

10.8 The document “Registration of the Internal/External User of the VSB-TUO Central Library Services” removed from the database, as well as the “Request for termination of processing of personal data”, are submitted to the VSB-TUO Archives on a continuous basis, at least once a year in the annual review after the registration end date; the lists of one-time users of the CL are also submitted there.

10.9 The user’s personal data will be processed for as long as the CL provides services and performs a mutual agreement or for the time necessary to fulfil the archiving obligations under applicable laws, such as the Accounting Act, the Act on Archives and Records.

11. The rights of the user as a personal data subject

11.1 Every user whose personal data are processed by the CL has the right to request:

- for access to his/her personal data,

- for a correction if s/he finds that his/her data are incorrect or incomplete,
- for portability in machine-readable format,
- for restriction of personal data processing,
- for the right to object to personal data processing,
- for deletion, provided s/he has no obligations towards the library.

11.2 In order to exercise these rights, it is possible to contact VSB-TUO as the personal data administrator through the Data Protection Officer via the data box, ID DS d3kj88v, by e-mail at poverenec@vsb.cz or by post at the address VSB – Technical University of Ostrava, 17. listopadu 2172/15, 708 00 Ostrava-Poruba.

11.3 The claim of the user's right as a data subject is subject to verification of the identity of the applicant. Anonymous requests will not be processed.

Verification of the identity can be done in the following ways

- Sending the request via the data box.
- Sending the request by e-mail with a qualified electronic signature.
- The application in a paper form sent by post must be accompanied by an officially authenticated signature of the applicant.

Article V: The CL services

A. Lending services

- a) By lending the document from the library collections, a relationship is established between the CL and the user according to the provisions of Section 2193 et seq. of Act No. 89/2012 Coll., the Civil Code¹.
- b) The loans are carried out in accordance with the library's mission and the provisions of Act No. 121/2000 Coll., the Copyright Act.

1. Lending procedures

- 1.1 Documents from the library collection are lent to the library users upon submission of a valid user card through the electronic paperless system. The signature on the "Registration of the Internal/External User of the VSB-TUO Central Library Services", in which the user expresses his/her consent to the paperless lending system, is legally binding for each borrowed document of the given user.
- 1.2 Prior to borrowing, the user is required to inspect the document and report any possible faults to the librarian.
- 1.3 The loan is closed when it is electronically (by scanning the barcode from the document) recorded in the automated system of the Central Library, and it is not accompanied by any written confirmation.
- 1.4 Registration of the loan is done by loading the document barcode by the librarian into the user's account. The user opens the account him/herself by attaching its chip card to the chip card reader. The library worker then registers the loan in this account by scanning the barcode from the loaned document. The librarian records any possible document defects in a note. The user is required to visually inspect all operations in his/her account on the PC screen. S/he can also request a printout of the current state of loans in his/her account.
- 1.5 Users of the ILS (legal entities) borrow documents from the library collection under the general ILO legal regulations.

2. Interlibrary loan services

- 2.1 If the document is not in the Central Library's collections, the library shall provide the user with a precise bibliographic references for borrowing the document or delivering a copy thereof through an interlibrary service from another library pursuant to Section 14 of the Library Act and Sections 2 and 3 of Decree of the Ministry of Culture No. 88/2002 Coll.
- 2.2 In this case, the nature of the loan and the loan period is defined by the lending library.
- 2.3 When submitting requests for interlibrary and international interlibrary loan services, it is necessary to take into account the length of delivery, the length of lending specified by the

¹ Act No. 89/2012 Coll., the Civil Code: By the loan agreement, the lender leaves the borrower a non-consumable thing to the borrower and undertakes to allow him/her to use it free of charge on a temporary basis. The borrower acquires the right to use the thing in the manner agreed and, if it has not been agreed, in a manner commensurate with the nature of the thing. The borrower is not entitled to leave the thing to another person without the permission of the lender. The lender leaves the thing to the borrower in a condition that is fit for use.

lending library and the form of lending, mostly in the study room only. Therefore, it is possible to enter 5 requests at a time at maximum.

3. Loan periods

3.1 Loan periods for individual user categories:

Reader category	Abbreviation	Number of all borrowings	Length of the loan period	Number of extensions
internal-doctoral student	IDO	100 items	60 days	2x
internal-pensioner	IDU	10 items	30 days	1x
internal-student	IST	30 items	30 days	2x
internal-student trainee	ISTA	10 items	30 days	1x
internal-employee	IZA	100 items	60 days	5x
internal-MBA student	MBA	30 items	30 days	2x
external-graduate	EXA	5 items	30 days	1x
external-student	EXS	10 items	30 days	1x
external user	EXU	5 items	30 days	1x
external-foreign user	EZU	5 items	14 days	1x
guest	HOST	0 items	0 days	0x

3.2 Special loan periods by user category and document category (number of days of loan period)

- FBI documents – FBI audiovisual documents intended for educational use
- MBA documents – documents intended exclusively for MBA studies
- Electronic devices – eBook readers
- Short-term from the study room – reference materials borrowed over the weekend or on library closing days
- MVS – documents borrowed through the interlibrary loan service
- Personal unlimited loan – departmental library collections
- Proceedings of professional events (personal extended loan) – conference proceedings
- Seven-day loan – shortened loan period for highly requested documents
- Loan from the deposit library – departmental library collections

	1.	2.	3.	4.	5.	6.	7.	8.	9.
IDO	0	0	30	3	30	1460	1460	7	10
IDU	0	0	30	3	0	0	0	7	0
IST	0	0	30	3	0	0	0	7	10
ISTA	0	0	0	3	0	0	0	7	0
IZA	1	0	30	3	30	30000	1460	7	10
MBA	0	90 ²	0	3	0	0	0	7	0
EXA	0	0	0	0	0	0	0	7	0
EXS	0	0	0	0	0	0	0	7	0

² Extension once for 30 days

EXU	0	0	0	0	0	0	0	7	0
EZU	0	0	0	0	0	0	0	7	0
HOST	0	0	0	0	0	0	0	0	0

- 3.3 When borrowing, the user is informed how long s/he can use the document. The user is required to check the dates for the return of the borrowed documents via the Central Library catalogue web interface in the “Reader’s Account” menu³.
- 3.4 The user is notified by e-mail that the loan period for the borrowed document expires in three days.
- 3.5 The loan period may be extended depending on the user’s category if the borrowed document is not required by another library user. Users can request for the extension of the loan period in person, by telephone, by e-mail⁴, or they can make extensions themselves via the Central Library catalogue web interface in the “Reader’s Account” menu.
- 3.6 In the case of literature in high demand, the library staff may temporarily cancel the possibility of extending the loan period for the document.
- 3.7 If the user has a borrowed library document that is subject to a reminder or unpaid fee, s/he cannot borrow another library document. This is checked by the system at the entrance to the library space via the turnstile⁵.
- 3.8 The borrowing period for documents borrowed from the Central Library within the ILS is governed by the ILS and IILS regulations and is set individually by the librarian, but usually for 30 calendar days.
- 3.9 Documents lent to users of the library's Central Library through the ILS and IILS from other libraries are subject to a special lending regime and comply with ILO and IILS regulations. The borrowing times are set according to the instructions of the lending library. The category of internal-student users, internal retired, external user, external-student, external-external user, external-graduate are documents lent to the ILS from other libraries only available for full-time study at the library's study rooms. In the event that a library lender determines that a document can only be accessed in the study room, they are required to respect this requirement by all users.
- 3.10 Certain documents from the library fund may be borrowed only in study rooms for full-time study (magazines, historical collections, encyclopaedias, expensive monographs, ČSN standards, VSB-TUO and information sources on CD-ROM).

4. Reservation of documents

- 4.1 Reservations can only be applied to borrowed documents from a library that is intended for lending outside the library.
- 4.2 The user may have five outstanding reservation requirements at the same time, with the

³ <https://katalog.vsb.cz/>

⁴ to the address knihovna@vsb.cz

⁵ For a trouble-free passage through a turnstile, it is necessary to balance all the obligations towards the library; for users with unreturned borrowed documents, unpaid contractual penalties for delay, etc. the passage is blocked until the settlement of all obligations.

exception of internal university staff and libraries within the ILS for which the limit is set to ten reservations.

- 4.3 The user is informed about the booking process (usually by e-mail) and is asked to borrow the reserved document at the relevant department of the Central Library.
- 4.4 The user must pick up the booked document within five working days of sending the invitation to borrow the document.
- 4.5 The user is required to pay a contractual fee for each document you booked (see Price List).

5. Order of documents from the location CL/Storeroom

- 5.1 Only documents with the location CL/Storeroom can be ordered through the Central Library catalogue web interface.
- 5.2 The user is informed about the order handling (usually by e-mail) and is asked to borrow the ordered document.
- 5.3 The ordered document is ready for borrowing by the applicant five working days from order processing.
- 5.4 Ordering a document is free of charge.

6. Return the borrowed document

- 6.1 The user is obligated to return the borrowed document no later than the day when the loan period expires.
- 6.2 The user is obligated to return the borrowed document in the condition s/he borrowed it. S/he must not lend the borrowed document to other persons and is responsible for it all the time it is borrowed.
- 6.3 The borrowed document is returned when it is electronically recorded in the Central Library automated library system, and it is not accompanied by any written confirmation. Deleting a loan record from a user's account is performed by a library worker by scanning the barcode of the document. The user is required to check this action on the PC screen.
- 6.4 Outside the opening hours of the library, the user can return the borrowed document by inserting it into the Bibliobox⁶ or the book return box⁷. This way, the returned loan will be written off from the user's account the next business day. The Bibliobox or book return box cannot be used to return borrowed Electronic Device or documents borrowed through ILS and IILS.
- 6.5 Internal users are required to return the borrowed publications and settle their financial obligations simultaneously with the termination of their study, employment or other similar relationship with the university.

⁶ Central Library uses two Biblioboxes: The bibliobox located in the premises of VSB-TUO in Ostrava-Poruba at the entrance to the UK building ("University Library") and the Bibliobox at the entrance to the building of the Faculty of Economics (Sokolská třída 33, Ostrava 1).

⁷ The book return box is located in the premises of the Faculty of Safety Engineering (Lumírova 13/630, Ostrava-Vyškovice) in the area near the locker room.

B. Other CL Services

1. Provision of information services

- 1.1. The information services listed in these Library and Lending Rules are provided by the Central Library orally, by telephone and by e-mail.

2. Provision of reprographic services

- 2.1 The reprographic services of the Central Library are a paid service. Employees of VSB-TUO and internal users studying in doctoral degree programmes are provided with these services free of charge but only if they are copies of documents from the Central Library collection which are not lent outside the library.
- 2.2 Making copies of documents from the Central Library collection is provided on the Library's premises. The price per copy is determined by a valid price list.
- 2.3 When making any reproduction, the user is obliged to abide by Act No. 121/2000 Coll., the Copyright Act, in particular Section 30, which states that "The person who makes a record, reproduction or imitation of a work for his/her personal use does not violate the copyright." And also that "... a copy made for personal use must not be used for any other purpose."

3. Provision of electronic services

- 3.1 Services available through websites:
- a) access to the user's personal account through the Central Library catalogue,
 - b) the possibility of extending the loan periods of borrowed documents,
 - c) booking of documents,
 - d) ordering of documents from the location CL/Storeroom,
 - e) making available electronic versions of VSB-TUO theses to registered users on the basis of allocated access rights,
 - f) inputs to paid electronic information sources in accordance with license agreements.
- 3.2 In the premises of the Central Library, registered users are allowed access to the Internet services, freely available information resources and paid information sources in accordance with the licensing terms of the service provider.

4. Hire of electronic devices

- 4.1 The Central Library leases electronic e-books readers (also referred to as the "readers" or "electronic devices") to registered internal users.
- 4.2 The conditions for lending an electronic device are governed by the Electronic Device Loan Agreement, the valid Library and Lending Rules of the VSB-TUO CL and the applicable Civil Code. By signing the Electronic Device Loan Agreement, the user undertakes to observe the conditions for using the leased Electronic Device.
- 4.2 The user can borrow an electronic device in a designated location (usually in study rooms) only after prior ordering in the library system.
- 4.3 The user can order and then borrow only one electronic device.
- 4.4 An electronic device that is lent or unavailable can be booked under the normal conditions

for booking unavailable books.

- 4.5 The loan period is set at 30 days without any further extension. If the electronic device is not booked by another user, the user can re-borrow it after the previous return.
- 4.6 If the user does not return the electronic device on the specified day when the end of the loan period expires, s/he is obliged to pay the contractual penalty for delay and the contractual penalty for the 3rd reminder if this was sent. The amount of the contractual penalty for delay and the method of calculation by the library system are listed in the price list. Reminders and methods of enforcement are governed by these Library and Lending Rules.
- 4.7 The user is obliged to return the electronic device to the Central Library workplace where the Electronic Device Loan Agreement has been concluded, in a fully functional state with accessories and deleted content.
- 4.8 To verify functionality, the device must be charged to at least 80% of the capacity. If it is not possible to verify the functionality of the electronic device, the library employee will not take over the device from the user.
- 4.9 If the user does not return the borrowed electronic device or returns it in a state in which it can no longer serve its purpose, the library is entitled to charge a contractual penalty equal to the purchase price of the electronic device. If the user does not return an item of accessories or returns them to a state in which they can no longer serve their purpose, they are obliged to pay the contractual penalty according to the valid price list.

Article VI: Non-repayable loans, losses and refunds, contractual penalties

1. Recovery of unreturned loans

- 1.1 If the user does not return the borrowed document after the loan period expires, s/he will be invited by the library through reminders to do so. After exceeding the loan period, the automated library system generates reminders in the user's account. The first and second reminders are sent by post or e-mail at the user's choice. After three unsuccessful reminders, of which the last (i.e. the third) is sent by registered mail with a return receipt to the user's permanent residence, the recovery by legal action follows, of which the user is informed by Notification of the Settlement of the Receivable by Legal Action. Moreover, all services are blocked for the user.
- 1.2 Reminders are generated and sent in the following dates:
 - I. **1st reminder** – the day after the day on which the specified loan period expired
 - II. **2nd reminder** – within 16 calendar days after the date on which the specified loan period expired
 - III. **Call for immediate return of borrowed documents** – within 31 calendar days after the date of expiration of the specified loan period
 - IV. **Notification of the Settlement of the Receivable by Legal Action** – within 61

calendar days after the date of the expiration of the specified loan period

- 1.3 Copy of the Notification of the Settlement of the Receivable by Legal Action, together with other evidence of receivables, is immediately handed over by the authorized employee of the Central Library to the relevant department or division of VSB-TUO.
- 1.4 If the user does not return the borrowed document within the specified time limit, s/he is obliged to pay the contractual penalty for sending the Invitation when sent, as well as the contractual penalty for delay in exceeding the borrowing period. Its amount is automatically calculated by the library system. The method of calculation is given in the Price List. A contractual penalty for exceeding the loan period is required by the day (including) when the borrowed document is returned.
- 1.5 Internal users of university staff are required to return the borrowed document after the specified loan period has expired. They are exempted from paying a contractual penalty for exceeding the loan period and paying a contractual penalty for sending the Call, but the reminders I-IV are sent to them by internal mail to the university workplace⁸. If they need the borrowed document longer than the specified borrowing period, they are required to request for an extension.

2. Losses and refunds

- 2.1 The user is responsible for damages caused to the assets of the Central Library according to generally valid regulations.
- 2.2 The user is obliged to report the loss or damage of the borrowed document and to compensate the damage within the time limit set by the library in accordance with the provisions of the Civil Code, as amended.
- 2.3 The Director of the Central Library decides on the method of compensation. The lost document can be replaced by:
 - a) a copy of the same document in the same edition and book binding,
 - b) a copy of the same document in a later edition,
 - c) another document whose content corresponds to the profile of the library and its price comparable to the lost document,
 - d) financial compensation.
- 2.4 The amount of the financial compensation is determined by the Director of the Central Library, usually in the amount of the purchase price of the document. The user is always required to pay the overheads associated with the administrative handling of the lost document according to the current Price List.

3. Contractual penalties and charges for violating the Library and the Lending Rules

- 3.1 By the registration and signing the document “Registration of the Internal/External User of the VSB-TUO Central Library Services”, the user accepts the conditions for the provision of services set out in these Library and Lending Rules, including the contractual fines and fees applicable to each individual loan.
- 3.2 Contractual penalties for breach of the Library and Lending Rules and fees are set out in the Price List, which forms Annex 2 to the Library and Lending Rules, and it is an integral part of it.

⁸ Including the 3rd reminder; this reminder is not sent with a return receipt to internal users from the university staff.

Contractual penalties are due on the day following the day of the breach of the obligation, which is secured by a contractual penalty. The fee is payable on the day the chargeable event occurred.

- 3.3 Users who violate the Library and Lending Rules will be charged the following contractual penalties and fees:
- a) contractual penalties for exceeding the loan period, for sending the Call with a return receipt, and for other costs associated with the recovery of unreturned loans and the administrative handling of lost documents,
 - b) the fee for the issuance of a lost or damaged user card,
 - c) contractual penalties for exceeding the loan period for an electronic device, for sending the Call with a return receipt and for failing to return or damaging an electronic device or its accessories.

Article VII: Final and transitional provisions

1. Final provisions

- 1.1. The Library and Lending Rules may be updated, in particular Appendix 2, the Price List.
- 1.2. The user can become familiarized with the Library and Lending Rules in a paper form in all departments of the Central Library that provide services to users. Their electronic form is published on the Central Library website⁹. The User declares that he / she will follow the current version of the Library and Borrowing Rules.
- 1.3. The legal relations of users, readers and the CL are governed by the laws of the Czech Republic.
- 1.4. The courts of the Czech Republic have jurisdiction to hear disputes arising from legal relations.
- 1.5. If the legal order allows the local jurisdiction of the court to be established, it is the court in whose district the VSB-TUO headquarters is located.

2. Transitional provisions

- 2.1 Unless otherwise specified, the rights and obligations of the CL and its users are governed by the provisions of the Library and the Lending Rules, even if such rights and obligations arose prior to its effective date.
- 2.2 Load periods for borrowings commenced prior to the effective date of this version of the Library Rules remain unchanged.
- 2.3 Compensation for damages incurred in connection with a loan effected prior to the effect of this version of the Library and Lending Rules shall be governed by the wording of the Library Rules in force at the time of the conclusion of the Loan Agreement. If the person who is responsible for the damage agrees, compensation for damages are governed by these Library and Lending Rules.
- 2.4 Contractual penalties the right for which arose for the Central Library before this version of the Library and the Lending Rules came into effect are governed by the wording of the Library

⁹ <https://knihovna.vsb.cz/en/-knihovne/dokumenty/rad/>; these Library and Lending Rules are also published for internal users on the VSB-TU Ostrava website in the Quality Management section, see Controlled System Documents (SME - Directives), <https://www.vsb.cz/docs/files/cs/c82bca41-f81e-4b47-88f4-39c3e8967123>

Rules in force at the time of the conclusion of the Loan Agreement to which the contractual penalty is related.

3. Exceptions to Library and Lending Rules, comments and complaints

- 3.1 Exceptions to the Library and Lending Rules may be granted in justified cases by the Director of the Central Library. There is no legal entitlement to the exception.
- 3.2 Comments, complaints and suggestions concerning the work of the Central Library can be submitted orally or in writing to the Director of the Central Library or the Director of the Information Services Centre.

Appendices to the Library and Lending Rules

The following are an integral part of the Library and Lending Rules:

Appendix 1: Registration of the Internal/External User of the VSB-TUO Central Library Services

Appendix 2: Price list of fees, contractual fines and paid services of the VSB-TUO Central Library

Appendix 3: Application for the Termination of Registration of the Internal/External User of the VSB-TUO Central Library Services

Appendix 4: The Electronic Device Loan Agreement

Appendix 1: Registration of the Internal/External User of VSB-TUO Central Library Services

Registration of internal/external user of services provided by VSB-TUO Central Library (hereinafter referred to as the "CL")

Surname: **Name:**
Date of birth:
Permanent address*:.....--.....
Contact address if different from permanent residence*:
.....
(optional, not filled by the VSB-TUO employee)
Phone*: (optional) **e-mail*:** (optional).....

As of the date of signing this registration, a contractual relationship is established between the user and the VSB-TUO Central Library on the use of library services and lending from the library collection in accordance with the Library and Lending Rules of the CL. The protection of the user's personal data is dealt with in the Library and Lending Rules of the CL.

Statement of the VSB-TUO CL user

1. I declare that I have demonstrably acquainted myself with the Library and Lending Rules of the VSB-TUO CL, including the annexes, which I confirm below with my signature and I undertake to observe them, always in their current version.
2. I agree with the paperless system of out-of-library lending. Registration of the loan, its extension and return is not accompanied by any written confirmation. I will personally check the PC screen for borrowing and returning documents. The signature on this statement is legally binding for all of my borrowed documents.
3. In case of non-observance of the prescribed period of loan or in case of failing to return, losing or damaging the borrowed books, I undertake, in particular, to pay the appropriate contractual penalties, fees or overheads in accordance with these Library and Lending Rules in the amount according to the current price list (the Price List of Fees, Contractual Penalties and Paid Services of the VSB-TUO Central Library, which forms Annex 2 to the Library and Lending Rules and forms an integral part of these Library and Lending Rules).
4. In the event of a breach of the conditions set out in the Library and Lending Rules, I agree with the payment of contractual penalties according to the current Price List.
5. I will only use licensed electronic information resources to my own needs and for non-commercial purposes. I am aware of the fact that these resources are purchased by the license only for educational and study purposes. If I breach this provision, I will bear all the consequences.
6. I will use reprographic copies of documents in accordance with applicable regulations only to my own needs and will respect the ethics of their quoting.
7. By signing the Registration, I confirm that I undertake to respect and abide by the terms and conditions of the Library and Lending Rules of the VSB-TUO CL.
8. This Registration is made in two copies, one of which is intended for the user and the other is stored in the VSB-TUO CL. After removing the personal account from the registration database of the VSB-TUO CL, the document is shredded.

Date: **User's signature**.....

Appendix 2: Price list of fees, contractual fines and paid services of the VSB-TUO Central Library

Price List of Fees, Contractual Fines and Paid Services of the VSB-TUO Central Library

I. Fees	
Registration and issuance of a user ID	
Registration of all internal users ¹⁰ and users in the external-student and external-graduate categories	free of charge
Issuing a chip card for external-student, external user and external-foreign user	CZK 40.00
One-year (12 months) registration for external user and external-foreign user	CZK 100.00
Deposit for lending an anonymous chip card entitling to one-time entry into the VSB-TUO CL	CZK 40.00
Issuing a user ID at loss or damage	CZK 80.00
Booking fee¹¹	
In the event that the booked document is not collected, the fee will be credited to the user's account.	
For each document booked	CZK 5.00
II. Contractual penalties¹²	
Contractual penalty for exceeding the set loan period (for each document)	CZK 20.00
Contractual penalty for sending the Call with a return receipt	CZK 50.00
Contractual penalty for exceeding the loan period of out-of-library loans for each document and for each commenced calendar day by which the loan period is exceeded	CZK 1.00
Contractual penalty for exceeding the loan period for loans from the reading room and loans from the departmental library for each document and for each commenced calendar day by which the loan period is exceeded	CZK 20.00
Recovery by legal action	according to the amount of the costs involved
Contractual penalty for failure to return each borrowed document	financial compensation in the amount of the purchase price of the document
Losses and refunds	
The Director of the Central Library decides on the method of compensation according to the Library and Lending Rules (see Article VI of the Library and Lending Rules).	

¹⁰ internal-employee, internal-doctoral student, internal-student, internal-MBA student, internal-student trainee, internal-pensioner, i.e. former employee of VSB-TUO

¹¹ does not apply to internal users of the university staff

¹² does not apply to internal users of the university staff

Overhead costs associated with administrative handling of the non-returned document (for each lost or non-returned and replaced document)	CZK 20.00
III. Paid services Interlibrary and International Interlibrary Loan Service¹³	
For internal users	free of charge
For external users	charged according to the price list of the providing library
If the document requested via ILS/IILS is not collected or the ILS/IILS request is not cancelled in time, the user of any user category will be charged the full cost according to the price list of the providing library.	
Reprographic services Only copies from documents from the VSB-TUO Central Library collection are made on attended copiers. Copies made can be in A3 or A4 format, only one-sided. The applicant may request to reduce or enlarge the original in accordance with the copier options. The resulting financial amount for the copies made on attended copier and prints is rounded up to the whole crown. In the case of copier where copying and printing is realized through SafeQ, it is not possible to pay for copies and prints in cash.	
Fees for copies with attendance	
1 copy of A4 format	CZK 1.50
1 copy of A3 format	CZK 3.00
Fees for using printers	
printing 1 sheet of A4 format one-sided	CZK 2.50
printing 1 sheet of A4 format on both sides	CZK 5.00
IV. Fees and contractual penalties for lending electronic devices	
Reservation of an electronic device	free of charge
Lending an electronic device	free of charge
Contractual penalty for exceeding the borrowing period per each commenced day exceeding the loan period	CZK 20.00
Contractual penalty for non-returned or non-functional item of electronic device accessories	CZK 300.00/item
Contractual penalty for non-refundable or non-functional electronic device	compensation in the amount of the acquisition cost of the original electronic device

¹³ see Section 4 Subsection 2 (b) and (c) of the Library Act

Appendix 3: Application for the Termination of Registration of the Internal/External User of the VSB-TUO Central Library Services

Request to Terminate the Registration of the Internal/External* User^{14, 15} of the VSB-TUO Services

I,
(legible name and surname),
personal number,.....

hereby declare that I have settled all my obligations towards the Central Library of VSB – Technical University of Ostrava and I do not wish to continue to be its user.

Therefore, I am requesting to cancel my registration at the VSB-TUO CL.

In Ostrava on: Signature:.....

Accepted by: on:

Verification of obligations made on:

With the result:

Performed by:

Personal data were removed from the Card Centre database and the user database of

VSB-TUO CL on:

Performed by:

^{14*} Delete as appropriate.

¹⁵ The application must be submitted in writing (in person or by post). Prerequisites are all obligations and receivables towards the VSB-TUO CL settled. The unused registration fee is not refunded.

Appendix 4: The Electronic Device Loan Agreement

Electronic Device Loan Agreement

concluded between the following Contracting Parties:

I. Lender:

VSB – Technical University of Ostrava
Central Library
with its registered office: 17. listopadu 15, 708 33 Ostrava – Poruba
ID: 61989100
represented by , authorized to sign the
agreement

and

II. Borrower:

Name and surname: Personal number:.....
Date of birth:.....
Domiciled at.....

1. By the Loan Agreement, the lender leaves the lender an electronic device that is specified below in this agreement and undertakes to allow it to be used free of charge on a temporary basis. The Borrower is entitled to use the electronic device subject to the terms and conditions set forth herein and the Act. No. 89/2012 Coll., Civil Code, as amended.

Electronic device specification:

Name and type of the device:.....
Inventory number:Bard code:
Accessories list: USB cable, charger,
Purchase price of Electronic Device including packaging:.....

2. The Borrower is required to take care of the electronic device with due care and to take care, taking into account its nature, so that no damage is caused to it. The Borrower undertakes to protect the electronic device against loss and theft. The Borrower is obliged to use the electronic device (reader) in the usual way, i.e. to read electronic documents. The borrower is not authorized to give the electronic device to another person without the permission of the Lender. The Borrower claims to have been instructed by the Lender about how to use the thing.
3. The Borrower undertakes to use the electronic device in such a manner that the rights of third parties, in particular copyright are not violated, or Act No. 121/2000 Coll., Copyright Act, as amended is not otherwise infringed.
4. The loan period is set at 30 days from the date of the conclusion of this agreement. In the event of a later return of the electronic device, the Borrower is obliged to pay the contractual penalty according to the valid Price List, which is part of the Library and Lending Rules of the VSB-TUO CL. The Borrower declares that s/he has become familiarized with the text of the

Library and Lending Rules of the VSB – Technical University of Ostrava Central Library, including the appendices and the price list, and s/he undertakes to abide by their current wording. The current version is always available on the VSB-TUO Central Library website¹⁶. The loan period means the loan period according to the Library and Lending Rules of the VSB – Technical University of Ostrava Central Library.

5. The contract is concluded for a fixed term, until
6. The borrower is obliged to return the electronic device to the library workplace where this agreement was concluded, fully functional, charged min. to 80% of the capacity, with accessories and deleted content. If it is not possible to verify the functionality of the electronic device, the library employee will not take over the electronic device from the Borrower.
7. Both parties have expressly agreed that if the Borrower does not return the electronic device within the specified time limit, s/he is required to pay the contractual penalty for exceeding the loan period and the contractual penalty for the 3rd reminder if it was sent. The amount of the contractual penalty for exceeding the loan period and the method of calculation by the library system are listed in the Price List. Reminders and methods of enforcement are governed by the Library and Lending Rules of the VSB-TUO Central Library.
8. Both parties expressly agree that if the borrower does not return the electronic device or returns it in a state in which this electronic device can no longer perform its function, s/he is obliged to pay a contractual penalty in the amount of the purchase price of the electronic device, i. e.....CZK.
9. If the Borrower does not return an item of the electronic device's accessory or returns it in a state in which this accessory can no longer perform its function, s/he is obliged to pay a contractual penalty according to the current valid Price List.
10. Issues not governed by this agreement are governed by the Library and Lending Rules of the VSB-TUO Central Library, as amended, and by the Civil Code in the version effective on the date of signature of this agreement.

In Ostrava on

Signature of the Lender:.....

Signature of the Borrower:

Electronic device was returned without defects on:

Signature of the library employee:

¹⁶ <https://knihovna.vsb.cz/cs>

The List of Changes and Revisions of the Controlled Document

Version	Date	Change / revision content	Name and signature of the document guarantor
A	10.5.2007	Integration of the existing document "Rector's Directive No. 3/2004" incl. Supplement No. 1 of 10 April 2006 to the Controlled Documentation.	Mgr. Daniela Tkačíková
B	1.10.2007	Document updated	Mgr. Daniela Tkačíková
C	18.9.2008	Document updated – change of loan periods (Article 11), shortening of the process of recovery of non-returned loans (Article 14), specification of compensation for lost documents (Article 19) changes in the price list of fees and paid services (Appendix 2)	Mgr. Daniela Tkačíková
D	11.4.2011	Document updated – especially the specification of the wording for facilitating the recovery of the non-returned borrowed documents by legal action and the contractual penalties for exceeding the loan period, based on the recommendation of a lawyer (especially in Articles 3, 4, 8, 9, 14, paragraph V, Appendices 1 and 2); change in organizational integration (Article 1, point 2).	Mgr. Daniela Tkačíková
E	5. 3. 2012	Document updated	Mgr. Daniela Tkačíková
F	2. 6. 2014	Document updated – modification in connection with the change of the Civil Code, the return of the borrowed document via a return box (Article 13 d), Lending electronic devices (Article 19), Contractual penalties (Article 21, point 3) Appendix 5, update of the Price List – IV Fees and contractual penalties for lending electronic devices.	Mgr. Daniela Tkačíková
G	23.2.2015	Document updated – changes related to the use of the new automated library system and specification of the text in Article 3, point 2; detailed information on the category of users in Appendix 3 Instruction on the Protection of Personal Data of Users of the VSB-TUO Central Library	Mgr. Daniela Tkačíková
H	5.5.2016	Document updated – changes related to the introduction of a graduate card - Alumni card: p. 3, 2, new point 3, p. 4, Article 3, new point 5, specification of points 7, 9 and 11; p. 20 – specification of the personal data source in the External-graduate category; p. 22 – specification of termination of processing personal data and their liquidation for the External-graduate category.	Mgr. Daniela Tkačíková
CH	12.12.2017	Updates and specification: Article 1, paragraph 7) on departmental libraries, supplemented by the PUL (Personal Unlimited Loan) regime, Article 4, paragraphs 6, 10, 12, 13, supplemented by paragraph 11. Addition and specification of Article 11, paragraph a), footnote 5. Updated Article 20, paragraphs c), d), e), h). Updated Appendix 2 – I Fees: increased registration fee. III Paid Services – supplemented by the external-graduate category.	Mgr. Pavla Rygelová

		Search services – Article 6 was modified, Article 18 removed.	
I	17.9.2018	Document updated	Mgr. Pavla Rygelová
J	16.9.2019	Article III – added points 1.6 and 4.1.1 b) internal-doctoral student; Article IV - added points 3.2 (internal doctoral student) and 10.5; Article V – added points 2.3 (interlibrary loan service), modified point 3.1; Annex 2 – Price List – added new Contractual Penalties	Mgr. Pavla Rygelová
K	3.8.2020	Annex 2 – Price List, III. Paid services, Interlibrary and International Interlibrary Loan Service	Mgr. Pavla Rygelová
L	20.8.2021	The University name and abbreviation and address throughout the document corrected. Article I, point 5) added Guideline TUO_PKP_20_001 and TUO_PKP_08_001 Article I, point 8) wording modified in line with Guideline TUO_SME_04_005 Article III, points 2.1, 2.6. – added the definition of a key fob as a supplement to the employee and student identification card which does not replace the user card. In Article V, point 3.1 modified and point 3.2 added - Special loan periods according to user and document category In Article V, points 4) and 5): the length of time for retrieving reserved and ordered documents has been harmonised	Mgr. Pavla Rygelová