

Library Regulations

Citation reference	Library Regulations
Date of commencement	
Adopted by the Executive Board	
Consent from Participation Council	Not required.
Legal basis	Articles 3.1 and 3.2 Administrative and management regulations
Particulars	-
Short description	The regulations provide rules for the use of services and facilities of the library of NHL Stenden University of Applied Sciences

Article 1 Definition of terms

In these regulations the following definitions shall apply:

- ✓ Library: the library of all sites of NHL Stenden University of Applied Sciences;
- ✓ User: Everyone who uses the library services and facilities;
- ✓ NHL Stenden: Stichting NHL Stenden Hogeschool that maintains NHL Stenden University of Applied Sciences;
- ✓ Publication: carrier containing information, such as a book, magazine and DVD;
- ✓ Borrower: Everyone who can borrow or has borrowed publications from the library;
- ✓ HG: Stichting Hanzehogeschool Groningen that maintains Hanze University of Applied Sciences Groningen;
- ✓ VHL: Stichting Van Hall Larenstein that maintains Van Hall Larenstein University of Applied Sciences;
- ✓ Tresoar: The public body Tresoar;
- ✓ Online catalogue: system with functions for booking publications and to find out and extend borrowing terms;
- ✓ PWC (Permanent Working Copy): A publication that can be borrowed by NHL Stenden staff for a maximum period of one year;
- ✓ Reminder: An e-mail warning for late return of a borrowed publication;
- ✓ Director of O&S: Director of Educational Logistics & Student Support of NHL Stenden.

Article 2 Applicability

These regulations regulate the use of the services of the library. All users are deemed to be familiar with these regulations and the ensuing obligations. Using the library implies agreement with the provisions of these regulations.

Article 3 Access to and use of library

- ✓ The library is open to the public during its opening hours. NHL Stenden is authorised to deny access to the library to a person or group of persons if it sees reasons to do so.
- ✓ All publications and all related facilities can be consulted or used by everyone, unless stipulated otherwise.
- ✓ Users shall follow the instructions given by or on behalf of NHL Stenden or library staff.
- ✓ Users may not cause nuisance for other users and library staff.

Article 4 Borrowers

A person can borrow publications present in the library for that purpose using a valid NHL Stenden pass or, after registration with the library with a valid pass of HG, VHL, or Tresoar.

Everyone who does not possess proof of enrolment at NHL Stenden or a staff card may obtain a library card from the lending desk by registration in the library system by the lending desk clerk. A valid proof of identity must be shown, and a regularly used e-mail address must be given.

The use of library services is free for students and staff of:

- ✓ NHL Stenden
- ✓ Van Hall Larenstein (subject to valid proof of enrolment);
- ✓ Tresoar (subject to valid proof of enrolment);
- ✓ Hanze University : course Popular Culture (subject to valid proof of enrolment);

For other people who wish to use the library for study or professional purposes, the following rates apply:

- ✓ Annual subscription for € 25,00
- ✓ Per publication for € 2,50

Institutions may conclude a borrowing agreement with NHL Stenden on conditions to be determined.

The holder of proof of enrolment, staff card or library card is responsible at all times for the use or misuse of the publications borrowed using their card.

Messages from the library sent to the e-mail address of a borrower as it is known to the library will be considered to have reached the borrower.

A borrower will immediately report loss or theft of their pass to the library in writing or electronically. Every use of a pass prior to this notification will be at the borrower's expense and risk.

The library is not liable for disappearance of or damage to personal belongings in the library area.

Article 4.1 Changes of address

- ✓ NHL Stenden staff shall inform the library of changes of address within one week.
- ✓ NHL Stenden students shall enter changes of address into Studielink within one week and shall inform the library accordingly.
- ✓ Other borrowers shall inform the library of changes of address or e-mail address within one week.
- ✓ Any consequences of a failure to timely report changes of address or e-mail address shall be entirely at the expense and risk of the borrower.

Article 5 Borrowing

There are three different borrowing terms:

- ✓ White label publication: 3 weeks
- ✓ Purple label publication: 1 week
- ✓ Blue label publication: 1 day (returned same day)

Publications from the library with a red label are intended for inspection and may not be borrowed.

Publications with a yellow label:

- ✓ In Leeuwarden, may only be borrowed by students doing a master's degree
- ✓ In Meppel, may be borrowed by students of the ITEPS study programme

Publications may be borrowed at the lending desk of the relevant library and/or at the self-lending unit.

A student may borrow up to 12 publications at the same time.

A borrower may find out what the borrowing term is by means of at least the online catalogue.

Staff members may borrow up to 50 publications. Staff members may borrow a PWC for a term of one year.

In principle, a borrower may, against payment, request a publication present in a different library in the Netherlands

The interlibrary conditions are available from the library.

Borrowed publications may not be sub-lent to third parties.

It is not allowed to lend one's proof of enrolment / staff card / library card to third parties.

Borrowers are personally liable for damage to or loss of the borrowed publication or failure to return it on time, regardless of the cause. If any visible damage is detected prior to borrowing a publication, this shall be reported to the lending desk.

Article 5.1 Extension

Borrowers may extend the borrowing term up to five times, unless

- ✓ The publication has been booked
- ✓ The borrower owes the library a fee.

After that a library employee may extend the borrowing term up to two more times.

Borrowers may adjust the borrowing term in several ways, including:

- ✓ Self service
- ✓ Lending desk
- ✓ Online catalogue
- ✓ Telephone

Permanent working copies can be extended by one year. Extension is possible only during a personal visit to the lending desk with the PWC.

Article 5.2 Reservations

Borrowed publications may be reserved via the online catalogue, at the information desk or by telephone.

The borrower will be informed as soon as the publication is available. If a borrower has not collected the publication within seven days after the date of the notification, the booking will lapse.

Article 5.3 Returning publications

The borrowed publications shall be returned no later than on the last day of the borrowing term or - properly wrapped and postage paid - delivered by post at the site where the publications were borrowed. The risk of shipping is for the borrower.

The borrower may request a receipt when returning publications during opening hours. Outside of opening hours, publications may be returned at the return machine (only applies to the Rengerslaan 8, Leeuwarden and Terschelling sites).

Addresses of the sites:

NHL Stenden library
Rengerslaan 8-10
8917 DD Leeuwarden
058 – 244 17 17 (Rengerslaan 8)
058 – 251 17 55 (Rengerslaan 10)

NHL Stenden library
Zeemanstraat 1
9406 BZ Assen
0592 - 853 300

NHL Stenden library
Van Schaikweg 94
7811 KL Emmen
0591 – 853 192

NHL Stenden library
Eemsgolaan 17
9727 DW Groningen
058 – 251 2200

NHL Stenden library
Van der Duijn van Maasdamstraat 1
7942 AT Meppel
0522 – 853 315

NHL Stenden library
Dellewal 8
8881 EG West-Terschelling
0562 – 446 600

Article 5.4 Reminder and fee

One day before the borrowing term expires, the borrower is automatically notified that the borrowing term is about to expire.

1st reminder: sent one day after expiry of the borrowing term.

2nd reminder: sent one week after expiry of the borrowing term.

3rd reminder: sent two weeks after expiry of the borrowing term.

4th reminder: sent three weeks after expiry of the borrowing term.

Reminders are a service of the library. A borrower cannot claim not having received a reminder. It is the borrower's own responsibility to timely return borrowed publications or to extend the borrowing term.

If a borrowed publication is returned late, a fine will be charged to the borrower. The fine per day per type of publication is:

- ✓ White label € 0.20
- ✓ Purple label € 0.20
- ✓ Blue label € 5.00

If the fine exceeds € 10.00 or the 4th reminder has been sent, all borrowing facilities shall be blocked until the outstanding fine is lower than € 10.00 or the borrowed publication has been returned. This also means that the borrowing term for all other borrowed publications cannot be extended. Fines are capped at € 25.00 per publication.

From the expiry of the borrowing term up to the time that a borrower has fulfilled all of their obligations regarding the return of the publication, which includes the payment of fees owed, the library may deny the borrower the right to borrow publications.

In case of non-payment or late payment, a borrower shall owe, in addition to the principal sum and interest, collection costs as referred to in Section 6:96 subsection 1 under c of the Dutch Civil Code. These costs amount to 15% on the first €2,500.00 of the principal sum and 10% on the next €2,500.00 of the principal sum, with a minimum of €40.00.

Article 6 Replacement in the event of loss / failure to return / damage

Article 6.1 Replacement

If the borrowed publication is lost or damaged beyond repair and must be replaced, the value of said publication and the fine must be paid. If the materials can be restored, the repair costs shall be charged. The damage as well as the compensation to be paid are determined by the information specialist.

Article 6.2 Failure to return

If a borrowed publication is not returned, the library shall send an invoice. The invoiced amount must be paid within two weeks after the date of the invoice. Invoices are sent at least two months after the expiry date. The invoice consists of the following components:

- ✓ A € 25.00 fine;
- ✓ Replacement value of the borrowed publication(s), with a minimum of € 10.00 per publication.

If after receipt of the invoice, the borrower returns the borrowed publication to the library within one week from the invoice date, the replacement costs will not be charged. The borrower must still pay the fine in such an event.

Article 6.3 Damage

If a publication is returned with damage, a fee is payable to cover the repair costs.

In the event of damage to a publication, the borrower will receive an invoice specifying:

✓ Repair costs of the borrowed publication

The invoice must be paid within two weeks after the date of the invoice.

Article 7 Theft

Theft and attempted theft are always reported, if applicable, to the academy director of the student's relevant study programme at NHL Stenden or the manager of the library who will subsequently alert the police. Theft and attempted theft of materials of and from the library will result in sanctions,

such as exclusion from lending services. If students of NHL Stenden are involved, said sanction is imposed by the academy director and the section on house rules and disciplinary measures from the valid Student Charter shall apply accordingly. In other situations the Director of O&S is authorised to exclude people from lending services on grounds of theft or attempted theft.

If a borrower from HG, VHL or Tresoar is involved, the relevant institution will be contacted to impose a sanction. Then the police will be alerted.

Article 8 Complaints

Complaints regarding the library service may be submitted to the library manager who will respond in writing to the complaint within two weeks. Complaints may be submitted via library@nhlstenden.com

Article 9 Duty of care and liability

Users shall handle the publication, the equipment and the other library items with care, and users are liable for any damage caused thereto by their actions or by their failure to act.

Without prejudice to a more extensive limitation of liability of NHL Stenden agreed between NHL Stenden and the user, NHL Stenden shall not be liable, on any legal basis whatsoever, for any damage incurred by a user as a result of the use of the services and facilities, except to the extent that such damage is a result of the intent or gross negligence of a staff member of NHL Stenden. NHL Stenden shall never be liable for consequential damage, including loss of income, lost turnover and profits, immaterial damage, damage as a result of loss of data, and damage due to delay.

The information available on the intranet and/or internet of NHL Stenden is intended exclusively to provide information on the services and facilities of the NHL Stenden library. NHL Stenden cannot guarantee the completeness, correctness and suitability of the information.

The internet and/or internet contain hyperlinks to websites operated by others than NHL Stenden. Access to and use of these websites by third parties may be subject to conditions. NHL Stenden is not responsible for the content of these websites or for the information, software, products, and services offered on these websites. The inclusion on the intranet of hyperlinks to third-party websites in no way implies approval by NHL Stenden of the content of these websites, nor any relation or connection with the parties operating these websites.

Article 10 Reproduction of publications

Users may only reproduce a publication in whole or in part if this is allowed under the law. In general, a few copies may be made for individual exercise, study or use.

Users indemnify NHL Stenden from any claim in respect of violation by them of an intellectual property right to a borrowed and used publication.

Article 11 Personal data

The personal data of users of library services, such as their name, address, town, date of birth, telephone number and e-mail address, may be included in an automated file in so far as that is required for the performance of library duties and shall be used in that context only. Relevant privacy laws and regulations are duly observed. The retention period of this personal data is one year after a student or staff member has left the organisation.

Article 12 Unforeseen situations

In situations not provided for in these regulations the Director of O&S or their representative decides. The Director of O&S is entitled to deviate from these regulations if there are reasonable grounds to do so.

Article 13 Applicable law and disputes

The use of library services and facilities is governed exclusively by Dutch law, unless the law of another country applies based on a mandatory provision.

All disputes ensuing from or related to the use of the library services and facilities will be brought exclusively before the competent court in Leeuwarden, unless a mandatory provision dictates otherwise. A user who does not act in the course of a profession or business may, within one month after NHL Stenden has invoked this provision in writing, declare that they opt for settlement of the dispute by a court authorised by law. In that case, the latter court will have jurisdiction. NHL Stenden will at all times be entitled to bring the dispute before a court authorised by law.

Article 14 Commencement and citation reference

- ✓ These regulations are effective as of 1 September 2018
- ✓ These regulations shall be cited as: Library Regulations