

**Provision of the Dean No. 5/2014**  
**Borrowing Rules**  
**Library of the Faculty of Arts of Charles University in Prague**

**Article 1**

**Introductory Provisions**

1. The Library of the Faculty of Arts, Charles University in Prague, including all its affiliated parts (hereinafter “the CU FA Library”) has the status of library in accordance with the provisions of section 2, letter a) of Act No. 257/2001 Coll., on Libraries and Terms of Operating Public Library and Information Services as amended (hereinafter “the Library Act”); it has the status of a specialized library in accordance with the provisions of section 13, paragraph 1 of the Library Act; it is registered as part of the Charles University Central Library in the libraries database administered by the Ministry of Culture of the Czech Republic, under Ref. No. 3498.
2. These Borrowing Rules are issued under authority of the Provision of the Rector of Charles University, No. 21/2002, which issued the Library Rules of Charles University in Prague, in conjunction with the provisions of section 4, paragraph 7 of the Library Act.
3. These Borrowing Rules are issued in accordance with the provisions of Article 21, Paragraph 2 in conjunction with the provisions of Article 15, Paragraph 4 of the Constitution of the Faculty of Arts, Charles University in Prague and in accordance with the provisions of Article III, Paragraph 7 of the Charter of the Library of the Faculty of Arts, Charles University in Prague.
4. In accordance with the provisions of Article 15, Paragraph 4 of the Constitution of the Faculty of Arts, Charles University in Prague (hereinafter also referred to as “the Faculty” or “the CU FA”), these Borrowing Rules shall have the status of Operating Rules and shall regulate the relation between the CU FA Library, including its affiliated libraries, and its users (individual and collective) in relation to the provision of library and other information services.
5. The Director of the CU FA Library may, subject to the Dean's approval and subject to a proposal from the director of an affiliated library, issue the Visitors' Rules for the respective affiliated library; such Rules may regulate in more detail the operating rules based on the specific requirements of the respective affiliated library.
6. The CU FA Library provides its users the following services in particular:
  - a. loan of documents; a document shall mean any information resource in written, visual, audio, audiovisual, electronic or digital form;
  - b. access to electronic information resources; electronic information resources shall mean documents preserved in electronic form and accessible through a computer network or through other technologies of digital data distribution;

- c. loan of electronic devices; electronic devices shall mean e-book readers and tablets.

## **Article 2**

### **Users**

1. A user of the CU FA Library shall be any person who is a current user of the library funds, technical devices, data or other services provided by the CU FA Library, including its affiliated libraries (hereinafter “the user”).
2. To be able to use any other services beyond reference loans restricted to reading rooms, the user must register in accordance with the provisions of Art. 4 of these Rules.

## **Article 3**

### **User Categories**

1. CU FA Library users include the following categories:
  - a) internal users:
    - i. faculty students,
    - ii. faculty staff,
    - iii. students or staff of other affiliated parts of Charles University (hereinafter “other CU user”);
  - b) external users (general lay and scientific public);
  - c) collective users (libraries and information institutions).
2. Each user category shall have its own regulations concerning loan categories, loan periods, loan renewals and the maximum number of documents loaned.

## **Article 4**

### **User Registration**

1. A user in accordance with Art. 3, paragraph 1, letters a) and b) of these Rules, who may use any other services beyond reference loans restricted to reading rooms, may be any natural person aged 15 or over who registers at any of the affiliated libraries of the CU FA Library. The registration is free of charge and is valid for all affiliated libraries of the CU FA Library.
2. To be registered, the user must present a valid personalized card issued by Charles University (hereinafter “CU”); external users must apply for a CU card at the Issue Centre of ID Cards,<sup>1</sup> students must present a CU card with a coupon valid for the current academic year; the user must also present a valid personal ID document, and must duly complete and sign an application form in any of the CU FA affiliated libraries.
3. The personal data for registration are imported from the CU System (an application issuing CU cards).

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<sup>1</sup> Samples of ID cards and more details about card issue centres are available at Charles University's website at <http://www.cuni.cz/UK-1444.html>.

4. The following data are considered basic data unconditionally required for the registration; the user shall enable the processing thereof:
  - a) first name and last name,
  - b) sex,
  - c) date of birth,
  - d) address of permanent residence, or residence in the Czech Republic (depending on the type of residence for foreigners), or residence in any other country if the user resides outside the Czech Republic,
  - e) mailing address, if different from the above address,
  - f) e-mail address,
  - g) type and number of the personal identity document,
  - h) name of the country which issued the identity document, if different from the Czech Republic.
5. By signing the completed application form (Annex No. 1), the user confirms that he/she has read the Borrowing Rules of the CU FA Library and accepts the prescribed conditions, i.e. he/she will comply with all the provisions of these Rules including the commitment to the timely return of documents and devices loaned, to pay overdue fines and charges for lost or damaged documents and devices as specified in the applicable Price List of Fees and Services (Annex No. 3); furthermore, the user consents to provide his/her personal data for purposes defined by these Rules.
6. The signature of the application form by the user and by an authorized member of staff of the CU FA Library creates a service provision agreement between the CU FA Library and the user.
7. The CU FA Library staff or other CU FA staff, as the case may be, shall submit completed applications to the Scientific Information Centre by the end of the calendar quarter. Further details shall be defined by the Director of the CU FA Library.
8. The user shall report to the CU FA Library, without delay, any change of his/her basic personal data or the termination or interruption of his/her study or termination of employment at the Faculty or University.
9. For the purposes of the CU FA Library, non-transferrable CU cards shall serve as library user cards. The user is held responsible for any misuse of the user card and is obliged to report, without delay, the loss of the user card via email at [knihovna@ff.cuni.cz](mailto:knihovna@ff.cuni.cz) and subsequently in person in any of the CU FA affiliated libraries. Failure to do so renders the user accountable for any loss that may occur as a result of the failure to comply with the obligation. Where the user duly reports the loss of his/her card to the CU FA Library, the card is immediately blocked for 30 days by the CU FA Library; permanent blocking of the card is subject to a declaration of loss signed by the user.
10. The registration is valid for one calendar year for all user categories under Art. 3, paragraph 1, letters a) and b) of these Rules; the registration of faculty staff is valid for ten years.

Following the end of this period, the registration may be renewed in any of the CU FA affiliated libraries.

11. The registration is terminated prematurely if the student terminates or interrupts his/her study at the FA or CU or if the member of staff terminates his/her employment at the FA or CU. The user shall settle all his/her obligations by the day on which the study or employment is terminated, i.e. the user shall return all documents loaned, pay overdue fines and settle any other financial obligations. If the user remains interested in CU FA Library services, he/she may be transferred to a different user category. In such cases, in order to be registered in a new user category, the user shall present a valid personalized CU card reflecting his/her new user status.
12. The registration may be also terminated prematurely in accordance with Art. 5, paragraph 2 of these Rules. The user shall settle all his/her obligations towards the CU FA Library by the date stipulated by the Dean in his/her decision.
13. In accordance with Act No. 101/2000 Coll. on personal data protection, the Library shall process basic and other data concerning the user, statistical data, service data, accounting data, and legal data. The data are processed for the following purposes:
  - a) to protect the property of the CU FA Library in cases of reference loans outside the reading rooms and all categories of external loans; for this purpose, accurate record-keeping is done of all transactions conducted in relation to the user, i.e. including loans provided for on-site and home use, the subject of the loans, the beginning and end of the loan, and name of the CU FA Library staff on duty who conducted the transactions;
  - b) to provide high-quality services to users, and to monitor the quality of work done by CU FA Library staff,
  - c) to conduct statistical evaluation of the work done by the CU FA Library,
  - d) to fulfill the duties imposed upon the CU FA Library by generally binding legal regulations, including in particular the Library Act and Act No. 563/1991 Coll., on accounting, as amended,
  - e) to conduct other acts related to the fulfilment of the provisions of these Rules.
14. The Library is obliged to disclose, at the user's request, the data in the user database pertaining to the user, and make modifications where appropriate.
15. The CU FA Library shall preserve the personal data of users, including the signed application form or, as the case may be, other written documents, under the restricted access mode, making the data accessible exclusively to authorized members of staff when fulfilling their work duties, for the period of registration plus three years, unless the user is in debt towards the CU FA Library or is involved in court proceedings concerning his/her loans from the CU FA Library. In the opposite case, the personal data is preserved for the entire period in which the user is in debt towards the CU FA Library, plus three years or, as the case may be, for three years after the conclusion of proceedings upon a final and conclusive judgment.

Personal data of users whose use of services was restricted or terminated by the CU FA Library in accordance with Art. 5, paragraph 2 of these Rules shall be preserved for the entire period of such measures plus one year.

16. The CU FA Library staff who process the personal data of users must sign a declaration of confidentiality.
17. A user in accordance with Art. 3, paragraph 1, letter c) of these Rules may be any legal entity registered with the Ministry of Culture of the Czech Republic in accordance with the Library Act, for the purposes of the Interlibrary Loan Service. Registration of the user will be made upon the first request made by the user through the Interlibrary Loan Service. Users in this user category do not use CU cards.

## **Article 5**

### **Rights and Duties of Users**

1. The users and other persons entering the premises of the CU FA Library are obliged to comply with the Library Rules of Charles University in Prague and these Borrowing Rules of the CU FA Library. The users are equally obliged to comply with instructions of the CU FA Library staff, issued in accordance with the above documents.
2. If the users or any other persons entering the premises of the CU FA Library fail to comply with the provisions of the above documents or with instructions of the CU FA Library staff, they may, in justified cases, be expelled from the premises by the CU FA Library staff, and the provision of services by the CU FA Library to the user may be restricted or terminated for the minimum necessary period of time. Such restriction or termination of service provision is in the remit of the Dean of the Faculty, subject to proposal by the Director of the CU FA Library. This, however, does not release the user of liability arising from valid legal regulations and from these Rules, and liability to compensate for any damage that might occur.
3. The users are obliged to respect copyright and related rights.
4. The users and other persons entering the premises of the CU FA Library must keep to the designated areas. Other premises are not accessible to the public.
5. Smoking, drinking alcoholic beverages and using narcotics is prohibited in the premises of the CU FA Library; food and drinks may only be consumed in designated areas.
6. Access to the premises of the CU FA Library shall be denied to persons under the influence of alcohol or narcotics, persons wearing dirty clothes and armed persons, or animals except for assistance dogs accompanying persons with a disability.
7. In the reading rooms, users must maintain silence, cleanliness and order. Loud speaking and producing any other type of noise, using mobile phones and any other devices that might potentially disturb other users are not allowed.
8. The user is obliged to protect the book stock and other property of the CU FA Library from damage, and refrain from causing intentional damage to them. The user is obliged to

compensate for any damage to the book stock and other property of the CU FA Library which the user has caused through intent or negligence.

9. The users are obliged to leave their overgarments and other belongings at a cloakroom or at a similar designated area for storing overgarments and other personal belongings, provided the affiliated library has a cloakroom or a similar designated area. Large sums of money, jewels and other valuables must not be left at these points or inside the garments stored at these points. The CU FA Library shall not be responsible for any damage caused to possessions left at points not designated for these purposes, and to possessions left unsupervised in the premises of the CU FA Library.
10. When leaving any areas constituting the premises of the CU FA Library, the user may be requested by a member of staff of the library to present his/her belongings for inspection. The user will automatically be requested to present his/her belongings for inspection if the security gate alarm sounds when the user passes through the gate. The user is obliged to submit to the inspection and, as the case may be, wait for the security service or the Police of the Czech Republic.
11. Unauthorized removal of a document or an attempt to remove documents from the premises of the CU FA Library shall be considered theft, and is regulated by generally binding regulations. Such action may lead to disciplinary action in the case of CU FA students; in the case of students from other parts of Charles University in Prague, the incident will be reported to the respective part of CU. In the case of staff from the CU FA, such action may have consequences for their employment; in the case of staff from other parts of Charles University in Prague, the incident will be reported to the respective part of CU.

## **Article 6**

### **Loan Services**

1. The loan of documents is subject to the provisions of the Civil Code on loan agreement and liability for damage, or, as the case may be, subject to the Labour Code and the Higher Education Act.
2. Loan services are provided to duly registered users in accordance with Art. 4 of these Rules, in the opening hours of the respective affiliated library of the CU FA Library, upon presentation of a valid CU Card. The user is entitled to use the services of all the affiliated libraries of the CU FA Library.
3. Documents may be loaned in the reference, external or interlibrary loan categories. The decision to include documents into a certain document category is made by the authorized member of staff at the respective affiliated library of the CU FA Library.
4. Definitions of loan categories:
  - a) reference loan – documents may be loaned to users only for use on the CU FA Library premises; documents may be loaned overnight or for the weekend/public holiday to selected user categories (excluding old prints; qualification works;

serial publications restricted to reference loans, i.e. periodically published documents; and documents obtained via the Interlibrary Loan Service and the International Interlibrary Loan Service); the documents must be returned by 12 noon of the following working day; these documents are listed in the catalogue as either “Reference” or “Restricted reference”; reference loans must be returned only at the affiliated library of the CU FA Library from where they were borrowed; reference loans must not be returned into the book return box (hereinafter “bibliobox”); no e-mail notification is sent informing about the approaching end of loan period;

b) external loans:

- i. short-term loan – documents may be loaned for use outside the CU FA Library premises; documents may be loaned for one calendar week; this applies to all user categories except external user; these documents are listed in the catalogue as either “Short-term loan” or “Specific loan”; short-term loans can be returned either at the affiliated library from where they were borrowed or into the bibliobox in the CU FA building housing the affiliated library from where they were borrowed;
- ii. regular loan – documents may be loaned for one calendar month; this applies to all user categories; these documents are listed in the catalogue as either “Regular loan I” or “Regular loan III”; regular loans can be returned either at the affiliated library from where they were borrowed or into the bibliobox in the CU FA building housing the affiliated library from where they were borrowed;
- iii. semester loan – documents may be loaned to internal users for three calendar months; documents may be loaned to other user categories for one calendar month; these documents are listed in the catalogue as “Regular loan II”; semester loans can be returned either at the affiliated library from where they were borrowed or into the bibliobox in the CU FA building housing the affiliated library from where they were borrowed;
- iv. study loan – documents from any of the above categories may, subject to approval by the director of the respective affiliated library, be reclassified for a loan of one calendar year; this only applies to faculty staff; study loans must be returned only at the affiliated library of the CU FA Library from where they were borrowed; study loans must not be returned into the bibliobox; after the termination of the loan, the document will be transferred back to its original category;
- v. grant loan – documents in this category are only available to participants in grant projects, including student grant projects, whose

funds were used to purchase the documents; the loan period covers the whole time required to complete the project and 10 months after the project's completion; upon the project's completion, the document will be reclassified to one of the categories above excluding "study loan"; grant loans must be returned only at the affiliated library of the CU FA Library from where they were borrowed; grant loans must not be returned into the bibliobox.

5. Loans are registered at the individual affiliated libraries, either through the electronic automated system or the manual system. In the case of the electronic automated system, the user accepts that signatures on individual loan receipts are substituted with the user's signature on the application form (Annex No. 1). In such cases, no written loan receipts are given by the CU FA Library; however, the user may request such a loan receipt.
6. The user is entitled to borrow only one copy of any publication.
7. A reference document is considered loaned once the user has possession of a document marked either "Reference" or "Restricted reference".
8. A reference document must not be removed from the premises of the CU FA Library, even if the user is a registered user, unless given express consent by the CU FA Library which gives the consent by registering the loan as an external loan.
9. An external loan is considered completed once the user has received a document, and once the loan is registered with the user's name in the loan register.
10. Where an affiliated library of the CU FA Library uses external storage, documents must be ordered on site at the respective affiliated library, by phone or by email.<sup>2</sup> The document will be provided to the reader at the earliest possible date, depending on the spatial and personnel circumstances of the respective library (usually the following working day). The user will be notified by email that the document is available for collection at the respective library. The user is obliged to collect the ordered document within five working days of the date on which the user was sent a notification about the order being available for collection.
11. The user may make a reservation for a future loan of a document, excluding documents for reference use. Where more than one user makes a reservation for a document, preference shall be given to the user who made the first reservation. The user will be notified by email that the document is available for collection at the respective affiliated library. The documents reserved, which have been returned by another user, will be ready for collection for five working days from the date on which the user was sent a notification about the reservation being available for collection.
12. Upon collection of the documents, the user is obliged to check the documents for potential damage. If the user detects any type of damage, he/she must, without delay, bring this fact to the attention of the staff on duty, who will make a written record of the damage. Damage

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<sup>2</sup> Applicable to selected libraries only; see <http://knihovna.ff.cuni.cz/?q=node/162>.

shall mean any damage that has significantly reduced the possibility of proper use of the document; reasonable wear and tear shall not be considered damage.

13. The CU FA Library shall notify the user, only via email, about the approaching end of the loan period and about reserved documents available for collection or cancelled reservations.
14. The user shall be responsible for the borrowed document during the loan period. The user is obliged to protect the document from damage, loss or theft, and must not damage the document by, for example, underlining, making notes or cutting out pages etc. The user may use the document exclusively for his/her personal needs. The user is obliged to return the document in the state in which it was borrowed, taking into consideration reasonable wear and tear. In the event of damage or loss, refer to Art. 18 of these Rules.
15. The user shall report to the CU FA Library, without delay, the loss, destruction or damage of a loaned document.
16. The user shall return the document if he/she does not need it any longer, or before the end of the loan period, whichever of these conditions occurs first.
17. Loans can be returned either at the affiliated library of the CU FA Library from where they were borrowed or into the bibliobox located in the CU FA building housing the affiliated library from where they were borrowed. Reference, study or grant loans must not be returned into the bibliobox.
18. Loans to collective users are provided through the Interlibrary Loan Service in accordance with Art. 10 of these Rules.

## **Article 7**

### **Loan Periods, Loan Renewals and Number of Loanable Documents**

1. Loan periods, loan renewal periods and the maximum number of external loans are defined, for each user category, in the Loan Matrix (Annex No. 2).
2. Where the last day of the loan period falls on a day on which the affiliated library of the CU FA Library from which the document was borrowed is closed, the end of the loan period shall fall on the closest working day of the respective library.
3. A loan period may be renewed only if this is allowed by the category of the borrowed document and if the document has not been requested by another user. The request for renewal must be submitted before the end of the loan period (on site, by phone, email or through the online Reader Account).
4. Failure to return books on time will result in the library charging an overdue fine in accordance with Art. 15 of these Rules.

## **Article 8**

### **Interlibrary Services**

The CU FA Library helps obtain library documents under the Interlibrary Loan Service (hereinafter “ILS”), International Interlibrary Loan Service (hereinafter “IILS”) and copies of

documents under the Interlibrary Reprographic Service (hereinafter “IRS”) in accordance with the provisions of the Decree of the Ministry of Culture No. 88/2002 Coll., implementing Act No. 257/2001 Coll., on Libraries and Terms of Operation of Public Library and Information Services (the Library Act), as amended.

## **Article 9**

### **Interlibrary Services to Internal Users**

1. Upon a request from a registered user, the Library staff shall arrange for a document to be loaned from another library in the Czech Republic, or in another country via the ILS, provided the document is thematically relevant to the fields and disciplines pursued by the CU FA and provided it is not in the stock of any of the CU FA affiliated libraries.
2. The CU FA Library only provides ILS for documents located in libraries outside Prague. Exceptions are possible for the user categories specified under Art. 3, paragraph 1, letter a), section ii.
3. Where a document requested is not available inside the Czech Republic, it may be requested from a library abroad under the ILS.
4. Documents obtained through the ILS and IILS are only available to internal users and for a reference loan only.
5. ILS services are provided to internal users free of charge.
6. Reprographic services under the ILS are subject to fees as specified in the applicable Price List of the library offering the service.
7. The IILS is subject to fees as specified in the applicable Price List of the National Library of the Czech Republic.
8. Requests for an ILS, IRS or IILS must be filed via e-mail to [mvs@ff.cuni.cz](mailto:mvs@ff.cuni.cz). The e-mail must contain the user's first name and last name, CU Card number, bibliographic specification of the document requested, and the name of the affiliated library of the CU FA Library where the user wants to study the document. Requests which lack any of the items above will be declined. The user will be notified via e-mail that the document is available for use at the respective affiliated library of the CU FA Library.
9. The time required to obtain documents from libraries in the Czech Republic is between two and six weeks; the time required to obtain documents from libraries outside the Czech Republic is between six weeks and three months.
10. The loan period for a document is, normally, one month. Where valid reasons exist, the loan period may be shorter than that. Users may apply for an ILS loan renewal at least one calendar week before the loan period expires. In the IILS, the loan period is defined by the respective library outside the Czech Republic which, normally, offers a one-month loan.

## **Article 10**

### **Interlibrary Services to Collective Users**

1. The ILS from the CU FA Library stock is available to libraries in the Czech Republic, registered at the Ministry of Culture in accordance with the Library Act.
2. Loans arranged by the CU FA Library through the ILS are restricted to documents that the library demanding the service does not have in its stock.
3. Documents loaned through the ILS are made available by the receiving library to users exclusively for reference use in its reading rooms.
4. The ILS for libraries is offered free of charge, including where document copies are demanded, restricted to a maximum of 20 pages.

## **Article 11**

### **Making Available of Academic Qualification Works and Reproduction of Academic Qualification Works**

1. The user may, at his/her own expense and exclusively in person and for his/her personal use, make notes, transcripts or copies from academic qualification works (diploma and dissertation theses); the user shall comply with legislation of the Czech Republic, in particular with Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and on the Amendment of Certain Laws (Copyright Act), as amended.
2. The document must not be removed from the CU FA Library premises, not even for photocopying purposes. Where the affiliated library of the CU FA Library lacks a photocopier, the document may be taken to an affiliated library with a photocopier.
3. Reproductions may be made using library equipment as well as personally owned technology (e.g. photo camera).
4. The CU FA Library does not provide reprographic copies of academic qualification works through the ILS or IILS.

## **Article 12**

### **Access to Electronic Information Resources**

1. The CU FA Library provides its users with access to electronic information resources via computers located on its premises as well as via remote access in accordance with licences provided to the Library; to gain access, the user must obtain authorization using his/her CU Card and a password.
2. The user must use the electronic information resources exclusively for his/her personal needs and must respect copyright and related rights.

### **Article 13**

#### **Electronic Device Loan**

1. The CU FA Library offers its internal users a service entitled “Electronic device loan”, offering for loan e-book readers and tablets.
2. Conditions applicable to the loan of electronic devices are subject to the Electronic Device Loan Agreement made between the CU FA Library and the user (Annex No. 4), the provisions of these Borrowing Rules applicable to loan services, and the Civil Code. By signing the Agreement, the user accepts the obligation to comply with the rules applicable to the use of an electronic device loaned.
3. Loans of electronic devices are registered in the library system.
4. The user is obliged to pay overdue fines for late return of a device loaned, as specified in the Price List of Fees and Services of the CU FA Library.

### **Article 14**

#### **Computer and Photocopying Facilities**

1. The users may use their personal computers and/or photocopying facilities, and use wireless connection to connect these devices to the internet, unless the use of such facilities restricts the access of other users to the CU FA Library services.
2. Computers and reprographic facilities may be made available to users on the premises of the CU FA Library.
3. Computers and reprographic facilities must only be used for purposes compatible with the mission of the Library.
4. To obtain access to the computer network, the users use their CU Cards and a password. The use of the computer network is subject to separate rules issued by the IT Support office.
5. The CU FA Library does not run reprographic facilities and is not held liable for the operation thereof. The operating rules of such facilities are subject to instructions placed on the facilities or in the vicinity thereof.
6. The user must not interfere with the computer configuration, instal programmes, or copy applications and programmes installed.
7. The user is held liable for any damage or destruction which he/she might cause to the computer hardware or software and reprographic facilities, in accordance with the applicable provisions of the Civil Code or the Labour Code.

### **Article 15**

#### **Overdue Fines**

1. Where the user fails to return the loaned documents by the end of the loan period, the user is obliged to pay the contractual penalty (hereinafter “overdue fine”). The user shall have the same obligation under circumstances defined in Art. 6, paragraph 15 of these Rules, up to the

conclusion of an agreement on damage compensation in accordance with Art. 18 of these Rules. The overdue fine enforces the obligation to return loans in due and timely manner.

2. The overdue fine is calculated for each document loaned, for each opening day, or a portion thereof, of the affiliated library of the CU FA Library where the loan is to be returned, following the day on which the loan period expired, up to the return of the document. The overdue fine is specified in the Price List of Fees and Services of the CU FA Library (Annex No. 3).
3. Reference loans loaned to the user in the external loan mode shall be returned by 12 noon of the following working day. In such cases, the overdue fine is calculated for each hour or a portion thereof. The overdue fines are specified in the Price List of Fees and Services of the CU FA Library (Annex No. 3).
4. The user is obliged to pay the overdue fine even if the reminder has not been delivered to the user in accordance with Art. 17, paragraphs 2 to 5.
5. The overdue fine is calculated exclusively for the first year of the default. Where the user is in default with the return of a document or device for more than one year and where the CU FA Library does not file a court action for the return of the document or device, the agreement on the loan of the document or device shall be terminated, and the obligation to return the document or device shall be substituted by the obligation to pay the price thereof, which shall be payable immediately upon the termination of the agreement. The price shall be stipulated by the CU FA Library in accordance with Art. 18 of these Rules.
6. The overdue fine shall be payable on the day of termination of the agreement on the loan of a document or an electronic device.
7. The user shall not pay the overdue fine provided that the default has occurred unintentionally. Unintentional default shall mean hospital treatment, incapacity to work, natural disasters and other objective obstacles which the user has been unable to surmount and which prevented the timely return of the documents loaned. The existence of such obstacles must be proved, in written form, to the Director of the CU FA Library. Objective obstacles shall not mean traffic interruptions, adverse weather etc.
8. The user shall not be excused by circumstances preventing the return of loans if these circumstances occur after the end of the loan period.
9. The obligation to pay overdue fines does not release the user from the obligation to return the loans to the CU FA Library, or, as the case may be, to compensate damage in accordance with Art. 18 of these Rules, or from any other obligations stipulated by these Rules.

## **Article 16**

### **Satisfaction of Debt**

1. A non-cash debt, including in particular the return of documents loaned, shall be satisfied in the respective affiliated library of the CU FA Library, from where the document was borrowed, or by returning the document into the bibliobox in the CU FA building housing the

affiliated library from where it was borrowed. No reference, grant and study loans must be returned into the bibliobox.

2. The user may equally satisfy his/her non-cash debt at the Jan Palach Library located at nám. Jana Palacha 2, Praha 1.
3. A cash debt may be satisfied exclusively in affiliated libraries of the CU FA Library specified by the Director of the CU FA Library.
4. Members of staff of the CU FA Library or, as the case may be, other members of staff of the CU FA authorized to collect and administer cash debts are obliged to submit all money collected in cash to the CU FA Cashier's Office. Further details shall be defined by the Director of the CU FA Library.
5. The CU FA Library may enable a cash debt to be satisfied by account transfer.<sup>3</sup>
6. Once a court action has been filed, the debt may be satisfied exclusively at the Jan Palach Library.
7. The conditions of the withdrawal of the court action must be agreed between the user and the Director of the CU FA Library.
8. The CU FA Library shall accept debt satisfaction from a person other than the user in debt, provided it is made clear whom the debt satisfaction concerns.

## **Article 17**

### **Default of Debt**

1. If the user defaults with debt, the CU FA Library may remind the user of his/her debt; later, the Library may mail a final notice before court action; if, within 30 days of such notice, the debt remains unsatisfied or a debt satisfaction agreement is not concluded which shall be duly executed by the user, the CU FA Library may protect its rights in court, through investigation, prosecution and adjudication bodies, by selling the claim to a third party or, as the case may be, in any other manner anticipated by law.
2. On expiry of the loan period, a first, second and third reminder is sent to the user by the CU FA Library to the e-mail address stated by the user. If the e-mail address stated by the user is invalid, the CU FA Library will not send the first to third reminders to the user via post.
3. The fourth reminder is sent by the CU FA Library by registered mail. This reminder is sent to the permanent residential address of the user unless a different mailing address has been stated for contact with the CU FA Library.
4. The notice before court action is sent by the CU FA Library to the permanent residential address of the user as well as to the mailing address if different from the permanent address.
5. The reminder or notice before court action shall be considered delivered if the CU FA Library sends it to the address last stated by the user and the delivery fails for reasons caused by the

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<sup>3</sup> More details on account transfer are available at <http://knihovna.ff.cuni.cz>

user, e.g. the user stated an address which is not his/her current residence address, the user changed address without notifying the Library, or the user declines the delivery.

6. The user is obliged to reimburse the cost incurred by the CU FA Library in relation to mailing reminders and to debt enforcement, in particular personal and material costs as well as remuneration to third parties. Where the CU FA Library resorts to court enforcement of the debt, the user is obliged to pay the contractual penalty for filing a court action. The right to this contractual penalty does not affect the right to damage compensation or any other right of the CU FA Library stipulated by these Rules. The lump-sum amount of some damage compensations and the contractual penalty for filing a court action are defined by the Price List of Fees and Services of the CU FA Library (Annex No. 3).
7. The costs for mailing reminders or notices before court action shall be payable on the day on which they are sent to the user.
8. The provision of services is automatically terminated by the CU FA Library if the user has any debt towards the CU FA Library, or if the debt exceeds CZK 50 or if the user has failed to return more than 5 documents on time in any other library of CU, or in total in several other libraries of CU.

## **Article 18**

### **Compensation and Fines for Lost, Destroyed and Damaged Documents**

1. Compensation for damage is subject to the relevant provisions of the Civil Code or, as the case may be, the Labour Code.
2. The user shall be held liable for damage where a document or facility has been lost, destroyed or damaged, irrespective of whether the damage occurred through intent or negligence of the user or a third party. The damage that has occurred must be reimbursed by the user to the CU FA Library without delay.
3. In the case of loss, destruction or damage to a document, a member of staff of the CU FA Library shall draft a protocol on the loss with the user.
4. The user must compensate for the damage caused as required by the CU FA Library:
  - a) by furnishing an undamaged copy of the same title and edition,
  - b) by furnishing a reprographic copy of the same edition including binding,
  - c) by reimbursing the cost of making a reprographic copy including binding.
9. Where compensation in the form described above is not possible or reasonable, the CU FA Library may agree with the user to compensate for the damage:
  - a. by furnishing a copy of the same title from another edition of comparable quality,
  - b. by furnishing a copy of another title of comparable quality according to the needs of the CU FA Library,
  - c. by reimbursing an amount based on an expert estimate made by a member of staff of the CU FA Library, authorized for such duty by the Director of the CU FA

Library, according to the price of the title on the book market, taking into account its availability and replaceability.

10. Where the user notifies the CU FA Library of a damage and the Library has a requirement for damage compensation, the CU FA Library concludes an agreement on damage compensation with the user. Until such an agreement is concluded, the notification of damage has no legal consequence for the period of default in debt payment and for the CU FA to claim its right to overdue fines.
11. In the case of material compensation, the user shall reimburse to the CU FA Library the cost of book-making and library processing defined as a lump-sum fee in the Price List of Fees and Services (Annex No. 3).
12. In the case of financial compensation, the cost of book-making and library processing are included in the expert estimate by a member of staff of the CU FA Library.
13. In the case of loss, destruction or damage to one volume of a multi-volume set, the CU FA Library is entitled to demand compensation for the whole set.
14. In the case of minor damage to documents, the user shall reimburse the cost of repair, e.g. of making copies of the damaged pages and new binding; in the case of damage to the binding alone, the user shall reimburse the cost of the binding according to the current price list of book binding work. The CU FA Library shall, without delay, inform the user about the calculation of the damage, based on an estimate by a member of staff; in the case of damage which is more difficult to assess, the user shall be informed within 10 days.
15. The CU FA Library may file an action to the court for the recovery of the cost of lost, destroyed or damaged documents, in accordance with Art. 17 of these Rules.

## **Article 19**

### **Waiver of Debts**

1. A debt may be waived up to CZK 50, for special reasons, by the head of the affiliated library of the CU FA Library where the debt has arisen. All or part of debts exceeding CZK 50 may be waived exclusively by the Director of the CU FA Library.
2. The user must file a written request for the debt waiver of amounts exceeding CZK 50, and prove all the relevant circumstances which are stated in the request.
3. Special reasons shall mean, in particular, lack of means of subsistence and adverse health of the user.
4. There is no legal claim to the waiver of debt.

## **Article 20**

### **Warranty Guidelines**

1. The user who is not satisfied with the services provided by the CU FA Library is entitled to submit a written warranty claim to the Director of the CU FA Library within 15 days of

discovering the circumstance that is the subject of the claim, or at the latest within 1 year of the day on which the circumstance occurred.

2. The warranty claim must make it explicit who the claimant is, what circumstance is the subject of the claim and what remedy is demanded. The claim must contain an address where the remedy notification should be sent, and must be signed.
3. The claim may be filed via email at [knihovna@ff.cuni.cz](mailto:knihovna@ff.cuni.cz) but must be followed by a written claim within 7 days.
4. Claims which fail to comply with the formal requirements shall not be considered.
5. Claims shall be settled without unnecessary delay, at the latest within 30 days of the day on which the written claim was submitted.
6. Failure to settle a claim in due time or duly, from the user's point of view, means that the user may file a written complaint to the Dean of the Faculty; the complaint must comply with the same formal requirements as the warranty claim.

## **Article 21**

### **Publication of the Borrowing Rules and Amendments Thereto**

1. The Borrowing Rules shall be publicly displayed:
  - a) in each affiliated library of the CU FA Library at an accessible place;
  - b) at the website of the CU FA Library at <http://www.knihovna.ff.cuni.cz>.
2. Amendments to the Borrowing Rules shall be published in the same manner as the Borrowing Rules, with sufficient time before they take effect; furthermore, amendments will be sent to all users via e-mail. The fact that the user continues to use the services provided by the CU FA Library after the Amendments to the Borrowing Rules are published means that the user is familiar with and has accepted the amendments.

## **Article 22**

### **Exceptions to the Borrowing Rules**

1. The provision of services in exceptional cases and other exceptions to these Rules shall be in the remit of the Director of the CU FA Library, subject to requests from users or the Director's own initiative.
2. There is no legal claim to the granting of an exception.

## **Article 23**

### **Transitional Provisions**

1. Loan periods of loans started before these Borrowing Rules took effect are regulated by the Borrowing Rules which were in effect on the day on which the loan started.
2. Compensation for damage related to loans started before these Borrowing Rules took effect are regulated by the Borrowing Rules which were in effect on the day on which the loan started.

3. Contractual penalties or other penalty charges to which the CU FA Library became entitled before these Borrowing Rules took effect are regulated by the Borrowing Rules which were in effect on the day of the loan of the document to which the contractual penalty or other penalty charges are related.
4. Other relations between the users, registered users and the CU FA Library shall be regulated by these Borrowing Rules.

## **Article 24**

### **Final Provisions**

1. The Borrowing Rules apply to all the constituent and affiliated components of the CU FA Library; all the affiliated libraries are obliged to observe the Rules.
2. Contentious issues relating to these Borrowing Rules and interpretation of the rules shall be in the remit of the Director of the CU FA Library in cooperation with the Faculty of Arts Library Board.
3. Each affiliated library of the CU FA Library shall schedule its borrowing hours; these shall be displayed on a notice in the library and on the library website provided the library operates a website.
4. The legal relationships between the users and the CU FA Library shall be subject to the law of the Czech Republic. Any disputes arising from the legal relationship between the users and the CU FA Library shall be subject to the jurisdiction of courts in the Czech Republic.
5. The annexes shall form an integral part of these Borrowing Rules:
  - a) Annex No. 1: CU FA Library User Application Form and User Declaration,
  - b) Annex No. 2: Loan Matrix for Document Loans at the CU FA Library,
  - c) Annex No. 3: Price List of Fees and Services,
  - d) Annex No. 4: Electronic Device Loan Agreement.
6. The Provision of the Dean No. 4/2013, the Borrowing Rules of the Library of the Faculty of Arts, Charles University in Prague, is hereby repealed and substituted by these Borrowing Rules; user registration shall remain unaffected.
7. The draft of these Borrowing Rules was submitted to the Academic Senate of the Faculty of Arts in accordance with the provision of Article 15, Paragraph 4 of the Constitution of the Faculty of Arts; the Academic Senate issued its opinion on 13 March 2014.
8. This provision and these Borrowing Rules of the CU FA Library shall become valid on the day of publication and shall take effect on 1 April 2014.

Signed in Prague on 18 March 2014

doc. Mirjam Friedová PhD., Faculty Dean

Annex No. 1 to the CU FA Library Borrowing Rules

**CU FA Library User Application Form and User Declaration**

**USER APPLICATION FORM**

Last name, first name, degree title:.....

User ID:

Sex: M/F

Date of Birth: .....

Address of permanent residence, or residence in the Czech Republic (depending on type of residence for foreigners), or residence in another country if the user resides outside the Czech Republic

Mailing address, if different from the above address:.....

E-mail: .....

Number of personal identity document/passport: .....

Name of country issuing the identity document, if different from the Czech Republic:

User category: faculty student/faculty staff/other CU user/external user

Name of school/institution, if different from CU FA:.....

**USER DECLARATION**

I hereby declare that I have read the valid Borrowing Rules of the CU FA Library, including its annexes, and accept the obligation to comply with these Rules.

I consent to providing my personal data which are stated in the user application form and, subsequently, in the automated library system and which are necessary for correct identification of my identity and for contact with me.

I consent to my personal data being processed by the CU FA Library for statistical or identification purposes related to the legal duties of the CU FA Library imposed on it by superior authorities.

I am aware of the provisions of the Copyright Act and hereby confirm that I will exploit all information resources exclusively for my personal needs and for noncommercial purposes.

The registration of loans and the return of documents loaned is not confirmed in writing. Signatures on individual loan receipts are hereby substituted with my signature on this declaration.

I will report to the CU FA Library, without delay, the loss or theft of my user card to prevent its misuse. I will equally report any change in my residence address or other basic personal data.

I consent to being notified via e-mail about all amendments to the Borrowing Rules.

This declaration shall be valid for the entire period of the contractual relationship between the User and the CU FA Library.

In Prague, on the day of

User (signed):

### Loan Matrix for Document Loans at the CU FA Library

#### Loan Periods

	<b>Short-term loan</b>	<b>Regular loan</b>	<b>Semester loan</b>	<b>Study loan*</b>	<b>Grant loan</b>	<b>Reference ***</b>
<b>CU FA students</b>	1 week	1 month	3 months	Not available	To grant participants for grant duration**	Overnight /weekend
<b>CU FA staff</b>	1 week	1 month	3 months	1 year	To grant participants for grant duration**	Overnight /weekend
<b>CU users</b>	1 week	1 month	3 months	Not available	Not available	Overnight /weekend
<b>External users****</b>	1 week	1 month	1 month	Not available	Not available	For use in reading room only
<b>ILS</b>	2 weeks	1 month	1 month	Not available	Not available	Not available

\* Study loan is not a standard status. Transfer to this category is subject to approval by the head of the respective library, and is restricted to CU FA staff.

\*\*Applicable to participants in student grants as well. For the purpose of this loan category, the grant duration is extended by 10 months after the completion of the grant.

\*\*\*Reference items may be loaned overnight or for the weekend, excluding old prints, qualification works (BA, MA and PhD theses) and serial publications which are strictly reference items.

\*\*\*\* This category is listed in the catalogue as “Lay public”

#### Loan Renewal Periods

A loan may be renewed unless the item has been reserved by another user.

	<b>Short-term loan</b>	<b>Regular loan</b>	<b>Semester loan</b>	<b>Study loan</b>	<b>Grant loan</b>	<b>Reference</b>
<b>CU FA students</b>	By 1 week	By 2 months	By 2 months	Not available	Not available	Not available
<b>CU FA staff</b>	By 1 week	By 2 months	By 2 months	By 1 year	Not available	Not available
<b>CU users</b>	By 1 week	By 2 months	By 2 months	Not available	Not available	Not available
<b>External</b>	Not	By 2	By 2	Not	Not	Not

<b>users</b>	available	months	months	available	available	available
<b>ILS</b>	By 1 week	By 2 months	By 2 months	Not available	Not available	Not available

### Maximum Number of Items Loaned

	<b>Short-term loan</b>	<b>Regular loan</b>	<b>Semester loan</b>	<b>Study loan</b>	<b>Grant loan</b>	<b>Reference</b>
<b>CU FA students</b>	20	30	20	0	100	10
<b>CU FA staff</b>	20	30	20	30	100	20
<b>CU users</b>	20	20	20	0	0	10
<b>External users</b>	10	10	10	0	0	10
<b>ILS</b>	10	10	10	0	0	0

### Price List of Fees and Services of the CU FA Library

#### Overdue Fines

Identical for all user categories; a fine is applicable for each item loaned and for every day, or a portion thereof, on which the affiliated library of the CU FA Library is open:

Reference loan	Short-term loan	Regular loan	Semester loan	Study loan	Grant loan
5 CZK/hour	2 CZK/day	2 CZK/day	2 CZK/day	2 CZK/day	2 CZK/day

*Note: in the case of documents returned to the bibliobox (book return box), one extra working day is required for the return process to be completed.*

Late return of an electronic device	50 CZK/day
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#### Reminders and Court Actions for Debt Recovery

reminder sent by mail or notice before court action sent inside the Czech Republic	15 CZK
reminder sent by mail or notice before court action sent outside the Czech Republic	mailing cost + overhead charge of 5 CZK
notice before court action, sent by registered mail inside the Czech Republic	50 CZK
notice before court action, sent by registered mail outside the Czech Republic	mailing cost + overhead charge of 16 CZK
contractual penalty for filing a court action	600 CZK

#### Other Fines

loss or damage of barcode/RFID chip on a document	15 CZK
book-making or librarian processing of a new document in the case of loss (including barcode/RFID chip)	20 CZK
loss or damage of an electronic device loaned	Up to the purchase price of the device
loss or damage of a component/accessory of an electronic device loaned	300 CZK

#### Interlibrary Loan Services

ILS from libraries in the Czech Republic to internal and external users	No charge
IILS from Europe (except the UK) to internal and external users	250 CZK
IILS from the UK and non-European countries to internal and external users	450 CZK
ILS from CU FA libraries to collective users	No charge

**ILS** = Interlibrary Loan Service

**IILS** = International Interlibrary Loan Service

**Reprographic Services under ILS**

Copies from documents owned by libraries in the Czech Republic	See Price List applicable for the respective library
Copies from documents owned by foreign libraries	40 CZK per every 5 pages or fraction thereof
Copies from documents owned by CU FA libraries to collective users (20 pages max.)	No charge

**ELECTRONIC DEVICE LOAN AGREEMENT**  
concluded by and between the following contracting parties:

**I. Faculty: Charles University in Prague, Faculty of Arts**

seated: Praha 1, nám. J. Palacha 2, Post code 116 38

ID No.: 00216208

represented by ....., a member of staff authorized,  
and

**II. Borrower:**

Date of Birth: .....

Residence: .....

Number of CU Card: .....

1. By concluding this Agreement, the Faculty lends to the User an electronic device, specified by the specification data below, including the accessories specified below (hereinafter “electronic device”); the User is entitled to use, for the period specified, the electronic device, provided the User complies with the conditions and principles of use.
2. **Electronic Device Specification:**
  - a) name and type:
  - b) inventory number:
  - c) barcode:
  - d) accessories according to the list on the cover.
3. The Borrower is obliged to return the device to the Faculty on the day of .....at the latest. Where the User fails to comply with this loan period, the User shall be obliged to pay the contractual penalty – overdue fine according to the CU FA Library Borrowing Rules.
4. The loan is provided free of charge.
5. The Borrower is obliged to handle the electronic device with due care, taking into consideration its nature, to prevent damage. The Borrower is equally obliged to protect the electronic device from loss or theft. When using the electronic device, the Borrower is obliged to refrain from violating the rights of third parties, including in particular copyright and personality rights.
6. The Borrower is obliged to return the device at the affiliated library of the CU FA Library, at which this Agreement was concluded, in a fully functional state and charged, to enable, without delay, the

test of its functionality. If the device cannot be tested for functionality, the device cannot be duly returned.

7. The Parties have expressly agreed that if the User fails to return the electronic device within 15 days after the end of the loan period, or if the User returns the device in a state that prevents its further use, the Faculty may charge the User a contractual penalty equal to the purchase price of the electronic device. If the User fails to return any of the components of the accessories to the electronic device within 15 days after the end of the loan period, or if the User returns the component in a state that prevents its further use, the Faculty may charge the User a contractual penalty of CZK 300 per each component unreturned or damaged.
8. Matters not regulated by this Agreement are subject to the Borrowing Rules of the CU FA Library and the Civil Code or, as the case may be, the Labour Code, as amended on the day on which this Agreement was signed.

In Prague on.....

Faculty representative

Borrower

Electronic device returned, with no defect, on .....

Faculty representative