## Library Rules of the National Library of the Czech Republic

effective as of 1 April 2024

#### **Preamble**

The National Library of the Czech Republic (hereinafter referred to as the "*NL CR"*), being aware of its traditions and roots, its mission as an institution involved in preserving and making cultural heritage accessible to contemporaries and future generations, and in fulfilling its tasks arising from its central position in the system of libraries of the Czech Republic, pursuant to Act No. 257/2001 Coll., on Libraries and Conditions of Operation of Public Library and Information Services, as amended (hereinafter referred to as the "*Library Act"*), and in compliance with its Charter of Incorporation, as well as legislation and regulations of the Czech Republic (in particular the Civil Code, the Criminal Code and the Copyright Act) publishes these Library Rules of the National Library of the Czech Republic (hereinafter referred to as the "*Library Rules"*).

#### **Referenced Annexes**

- Annex No. 1: List of services provided by the NL CR
- Annex No. 2: List of services provided by the NL CR for users and visitors with disabilities
- Annex No. 3: Registration form
- Annex No. 4: Conditions for remote registration
- Annex No. 5: Conditions for online renewal of valid/ expired registration
- Annex No. 6: Conditions for granting the right to off-site loan service and the authorization of the user of the Scholars' Reading Room
- Annex No. 7: Fees and Services Price List of the NL CR
- Annex No. 8: Rules for the use of electronic information resources and digital libraries
- Annex No. 9: Protection of personal data
- Annex No.10: Use of computing technology, internet and information resources
- Annex No. 11: Rules for the provision of reprographic services in the NL CR

### **Part One**

## **Definition of Basic Terms**

- A library document is an information source that the NL CR holds as part of cultural heritage of
  the Czech Republic or for the purpose of meeting the information and cultural needs of its users
  and to which it has an ownership relationship. A library document is also an information source
  of another library (similarly to the sense of the first sentence) provided by the NL CR in
  accordance with Part Eight.
- 2. *The library collection* is an organised, catalogued, protected and preserved collection of library documents of the NL CR.
- 3. A library unit is any separately recorded part of a library document.
- 4. An open access collection is a part of the library collection of the NL CR that is accessible to the user without mediation by a member of staff of the NL CR.

- 5. In the context of the Library Rules and Visitor Rules, *service* is synonymous with a member of library staff performing the service.
- 6. A visitor of the NL CR is anyone, except for members of library staff and contractors, who stays on any premises of the NL CR.
- 7. A user of the NL CR is anyone who at any given time uses the library collection, technical equipment, data or other library services provided by the NL CR in person or by means of remote communication (online, by telephone). If the user of the NL CR holds a disabled person's pass, he/she has the right to use all library services provided by the NL CR also through another person.
- 8. A registered user of the NL CR is a user who has entered into a contractual relationship with the NL CR, within the framework of which the NL CR allows him/her to use its library services conditional on the creation of a user account. The provision of selected services is subject to the presentation of a valid reader card, for more details see Annex No. 1 of the Library Rules. Details on the establishment, duration and termination of this legal relationship and the issue of a reader card are set in the Library Rules.
- 9. A pre-registered user of the NL CR is a user who, after filling in basic personal data in the online form, obtains the right to order library units from the online catalogue for a limited period of time.
- 10. A contractual user of the NL CR is anyone who uses the services of the NL CR on the basis of an individual agreement.
- 11. An unregistered user is a user who is entitled to use only anonymous library services of the NL CR.
- 12. *An on-site loan* is a borrowing of a library unit that can only be used in the reading rooms of the NL CR.
- 13. An off-site loan is a borrowing where the NL CR grants permission for a registered user with a valid reader card to use the library unit outside the premises of the NL CR under the conditions specified below.
- 14. *The loan period* is the time during which the user is allowed to use the borrowed library unit. The loan period is determined by the NL CR when the borrowing is carried out. If the NL CR does not do so, the loan period determined in these Library Rules shall apply.
- 15. Premises with the authorised entry only designate a space separated by a checkpoint (turnstiles), which only a registered user with a valid reader card, or a user and a visitor with a valid ticket, or a visitor registered by the security staff of the NL CR are entitled to enter.
- 16. The Regulations of individual reading rooms and zones (hereinafter also referred to as Visitor Regulations) and the Cloakroom and Locker Use Regulations (hereinafter also referred to as Operating regulations) further regulate the rights and obligations of users and visitors of the NL CR in the reading rooms and in other dessignated areas. The Visitor Regulations correspond to the Library Rules and shall apply in the designated areas at the same time. The Visitor Regulations of the NL for the particular premises are issued by authorised members of staff of the NL CR. The Visitor Regulations of the NL CR, if issued, are always posted in a visible place at the entrance(s) to the premises to which they apply. Violation of the Visitor Regulations or the Operating Regulations is considered a violation of the Library Rules.

17. *An instruction* is a set of written or verbal instructions from the NL CR to the user or visitor. Both the user and the visitor are obliged to follow the instructions.

# Part Two User Services

- The NL CR provides public library, information and other services to users to the extent appropriate to its mission, in particular by making information resources available. The detailed scope of services currently provided to users is set out in the List of Services Provided by the NL CR in Annex No. 1 to the Library Rules and the List of Services Provided by the NL CR for Users and Visitors with Disabilities in Annex No. 2 to the Library Rules.
- 2. As the depository library of the United Nations System of Publications No. 55, the NL CR lends the publications issued by the United Nations only to the reading rooms. The library does not require the registration fee from users who use this part of the collection exclusively.
- 3. The NL CR allows the use of computer and other equipment, including equipment brought in by the user. When using all computer and other equipment, users are obliged to follow the instructions of the NL CR.
- 4. The NL CR makes copies of library units from the NL CR collection or from the collections mediated by the NL CR for the user for a fee. The NL CR may refuse to make copies if the condition of the library unit does not allow it, if the appropriate technical facilities are not in operation, if the requirements exceed the capacity of the relevant workplace, if the production of copies is contrary to the applicable legislation or if the library units are not from the NL CR collection or from the NL CR mediated collections. The copies made in this way are exclusively for the personal use of the user. Any other use must always be governed by an individual contract between the user and the NL CR, or between the user and the author, otherwise the violation of the Library Rules or the Copyright The production of reproductions is further governed by the Rules for the Provision of Reprographic Services in the NL CR stipulated in Annex No. 11 to the Library Rules; the amount of payment for these services is set out in the Fees and Services Price List of the NL CR (hereinafter referred to as the "Price List") in Annex No. 7 to the Library Rules.
- 5. The NL CR provides visitors and users with advisory and information services; organises educational, training and cultural events etc.
- 6. The NL CR informs about its services on the Internet at <a href="www.nkp.cz">www.nkp.cz</a> and, to the extent appropriate, also in a visible place or places on its premises.
- 7. The NL CR may experimentally provide new services that are not listed in Annex No. 1 of the Library Rules and for which it reserves the right to interrupt or terminate their provision at any time, in necessary cases without prior notice.
- 8. In justified cases, the NL CR may limit or completely suspend the provision of its services for a strictly necessary period of time. Such closures shall be decided exclusively by the General Director of the NL CR or his/her authorised deputy.
- 9. The NL CR also provides users with services provided by third parties (e.g. licensed databases). Their provision and scope may be governed by the service's own rules, which are communicated to the user when requesting the service or announced on the NL CR website or

at the locations where the service is provided. Violation of these rules is considered a violation of the Library Rules.

#### **Part Three**

## **Basic User and Visitor Rights and Obligations**

- 1. The user and visitor of the NL CR is particularly obliged to follow these Library Rules; the Visitor Regulations of reading rooms and other designated areas, including other specialised departments of the NL CR, if issued; as well as the instructions of the NL CR and its security staff. The basic obligations of the user include the timely and proper fulfillment of all commitments to the NL CR. The premises of the NL CR may be used only in accordance with their intended use.
- Users and visitors are obliged to behave respectfully in the NL CR, especially not to disturb or bother other users and visitors and not to damage anything. Before entering the premises of the NL CR with authorised entry only, the user and visitor are obliged to turn off the acoustic signalling of mobile phones or other devices brought in.
- 3. Unauthorized removal or attempted removal of a library unit from the premises with authorised entry only is considered a particularly serious violation of the Library Rules. The NL CR treats such an act as theft or attempted theft with all the consequences arising therefrom. The NL CR treats it in the same way if the security gate (turnstile) at the entrance indicates unauthorized removal of documents from the building.
- 4. The user and the visitor are obliged to follow the instructions of the NL CR when working with the NL CR equipment. They must not interfere with the equipment provided by the NL CR, change its settings or install anything in it. Annex No. 10 *Use of computing technology,* internet and information resources is part of the Library Rules.
- 5. The premises of the NL CR may be monitored by a camera system for the protection of property and persons. By entering the NL CR, the user and the visitor acknowledge that their movement in the NL CR may be recorded by a camera system with recording.
- 6. Before entering the premises with authorised entry only, users and visitors must leave outer clothing, bags, briefcases, etc. in the cloakroom or in lockers. The locker must be properly locked when in use. Lockers are not intended for the storage of valuables. The NL CR is not liable for valuables stored in this way. A hand luggage that the user may bring into the the premises with authorised entry only must not exceed the dimensions determined by the NL CR in any of the parameters specified and posted at the entrance to the premises with authorised entry only, and the users and visitors are obliged to present it at any time for inspection of the contents at the request of staff of the NL CR or security service. The use of the cloakroom and lockers is further regulated by the Cloakroom Regulations and the Locker Use Regulations of the NL CR.
- 7. In order to protect the property of the Czech Republic managed by the NL CR, the users and visitors are obliged to have their luggage and personal belongings checked at checkpoints by NL CR staff or NL CR security staff, especially in case of suspicion of possible theft or unauthorized removal of documents from the NL CR building. If the user refuses to have his/her luggage checked, the Police of the Czech Republic will be called to conduct such a search. The user or visitor is obliged to wait until the Police arrive and until then follow the instructions of NL CR staff or NL CR security staff.

- 8. It is forbidden to bring weapons, narcotics and other dangerous substances into the premises of the NL CR. Smoking (including the use of electronic cigarettes and similar devices or products) is prohibited in the buildings of the NL CR and in the courtyard on the premises with authorised entry only. The Visitor Regulations of the Reading Rooms and designated areas determine whether it is permitted to bring in or consume food and beverages there.
- 9. Users and visitors are not allowed to enter the NL CR with dogs or other animals. The access is permitted only if it is an assistance dog accompanying a disabled person. The person is obliged to present a valid dog licence when entering the premises with authorised entry only. The dog should also be tagged.
- 10. Before entering the premises with authorised entry only, the user and visitor shall fill out a pass for all materials brought in that are in the category of documents or copies thereof (especially books, magazines, newspapers, sheet music, maps, microfilms, audio or audio-visual documents). Such material shall always be presented with the pass for inspection on entering and leaving the premises with authorised entry only. In the event of a change in the technology of protection of the library collection, the NL CR may waive this obligation.
- 11. The NL CR will refuse to provide services to a user who has not settled all of his/her obligations to the NL CR until the failure, for which the provision of services was suspended, has been eliminated.
- 12. If a user or visitor is afflicted with a contagious disease, he/she shall refrain from visiting the NL CR for the duration of the disease in order to protect other users and the collection. Before returning library units borrowed off-site, he/she shall ensure that they are disinfected, if it is necessary and possible, or shall notify NL CR staff of the need for disinfection.
- 13. Users with disabilities, or users whose current health condition prevents safe and gentle handling of library units, have the right and, according to the instructions of the NL CR, the obligation to use the services of personal assistance. Services for the disabled are further regulated in Annex No. 2 of the Library Rules; the amount of payment for these services is set out in the Price List in Annex No. 7 of the Library Rules.
- 14. A user or visitor who violates the law or these Library Rules and does not respect the call for immediate correction may be banned from the premises of the NL CR and may have their access to some of the services provided by the NL CR suspended.

### **Part Four**

### User Registration, Processing and Protection of Personal Data

- 1. A registered user of the NL CR is a user with a valid registration. The following can become a registered user of the NL CR:
  - 1.1. a citizen of the Czech Republic (natural person) over 15 years of age with a valid ID card, passport or driving licence,
  - 1.2. a citizen of an EU Member State (outside the Czech Republic, natural person) and a citizen of another country (outside the EU, natural person) over 15 years of age with a valid passport, driving licence or identification card (e.g. ID card).

A person with disabilities (hereinafter referred to as "*PWD*") who wishes to benefit from the privileges set out in Annex No. 7 of the Library Rules must present a PWD card at the time of registration.

- 2. Registration and its conditions
  - 2.1. User registration on site
    - 2.1.1. The applicant (a natural person) expresses interest in registration in the NL CR by filling out the registration form in the Agreement on the provision of library and information services (hereinafter referred to as the "Agreement") and paying the fees determined according to the Price List.
    - 2.1.2. The registration form determines the scope of the mandatory data required for registration. Completion of the sections not marked as mandatory data is not a condition for registration.
    - 2.1.3. The personal data provided by the applicant in the registration form must be valid and up to date. The applicant for registration shall read the text of these Library Rules and by his/her signature shall undertake to comply with them. A person who fails to do so will not be registered by the NL CR.
    - 2.1.4. The applicant must prove his/her identity with a personal document ID card, passport or driving licence.
    - 2.1.5. Staff of the NL CR in the Main Hall will take a photograph of the applicant for the purpose of making a reader card without storing the photograph in the database. The reader card is non-transferable and valid for the entire NL CR and the Slavonic Library. The Slavonic Library activates the reader account in accordance with its own rules of borrowing. This activation is done at the circulation desk of the Slavonic Library.
    - 2.1.6. The user registration is valid for one year from its completion or renewal.
  - 2.2. Derogation provisions for registration by electronic or other technical means
    - 2.2.1. The applicant (natural person) applies to the NL CR for registration by electronic or other technical means (hereinafter referred to as "*Remote Registration*"):
      - (i) by completing an online registration form with online identity verification (e.g. BankID),
      - (ii) by completing the online registration form and sending the Agreement via a data box created in the name of the registering individual,
      - (iii) by completing the online registration form, signing the Agreement with a qualified electronic signature or a guaranteed electronic signature based on a qualified certificate and sending it by electronic mail (e-mail),

- (iv) by filling in the online registration form, signing the Agreement with an officially certified signature (e.g. Czech POINT, notary) and sending it via the postal service provider, and paying the fees according to the Price List.
- 2.2.2. The applicant for registration becomes acquainted with the text of these Library Rules and by ticking the relevant boxes in the electronic form or by filling in and submitting the registration form according to the previous point, he/she undertakes to comply with them. A person who fails to do so will not be granted a registration request by the NL CR.
- 2.2.3. Depending on the chosen method of Remote Registration, the identity of the applicant is verified by (i) bank identity; (ii) legalization of the applicant's signature; (iii) qualified electronic signature or by a guaranteed electronic signature based on a qualified certificate of the applicant; (iv) using a data box created in the name of the registering applicant.
- 2.2.4. The NL CR does not issue a reader card to users during Remote Registration. However, they can apply for it in person in the Main Hall, for details see section 2.1.5 of this part of the Library Rules.
- 2.2.5. User registration is valid for one year from the completion and delivery of the registration form or payment of the determined fees, whichever is later.
- 2.2.6. The NL CR points out that a valid reader card is required to access selected services. A list of services provided to registered users without a valid reader card, as well as selected services provided only upon presenting a valid reader card, is given in Annex No. 1 to the Library Rules.
- 2.2.7. Detailed conditions of Remote Registration are given in Annex No. 4 of the Library Rules.
- 3. An applicant, who does not provide the NL CR with his/her personal data in the required scope or a valid personal document to verify them, will not be registered by the NL CR.
- 4. Registration can be extended or renewed under the following conditions:
  - 4.1. Onsite, up to three months before the registration expires. In this case, the user shall present a reader card and a valid personal document, or other documents if they are needed to verify the right to access some of the services of the NL CR.
  - 4.2. Online, 30 days before the expiration date. Online registration renewal is offered depending on the current status of the reader account. No personal documents are required for online renewal, but the user is obliged to check that the provided personal data are up to date. More detailed conditions for online extending and renewal are set out in Annex No. 5 of the Library Rules.
  - 4.3. If the registration period expired, the registration may be renewed at the user's request under the same conditions that apply to the renewal of the registration. Upon renewal of registration, the Agreement is renewed as it was last concluded/renewed, unless otherwise requested by the NL CR. Renewal of registration is possible two (2) years after its expiration.

- 4.4. If the user refuses to submit the required documents, the NL CR is entitled not to renew the registration.
- 5. Information on the processing of personal data during registration and use of the services of the NL CR is provided in Annex No. 9 of the Library Rules and on the website of the NL CR. With regard to the legislation on the protection of personal data, the user is obliged to notify the NL CR within 30 calendar days of any change in the personal data provided to the NL CR during registration. The NL CR shall not be liable for any damage that may incur to the user as a result of the user's failure to notify the NL CR of the change of personal data.
- 6. The reader card is a document of a registered user for contact with the NL CR. The user presents the reader card whenever he/she enters and leaves the premises of the NL CR with authorised entry only and whenever he/she is requested to do so by the NL CR. In case of doubt as to the authorized holder of the presented reader card, the NL CR shall be entitled to request another personal document from the user and if it is not presented, it shall be entitled to withhold the reader card until the registered user proves his/her identity or collects it. In the event of loss or theft of the reader card, the user shall immediately notify the NL CR, otherwise the user shall be liable for any misuse of the card.
- 7. The NL CR charges the user a fee according to the Price List for the issuing of a new reader card for reasons on the user's side (including such damage to the reader card that causes its non-functionality).
- 8. On the basis of registration, the registered user obtains access data to his/her reader account in the automated library system, for remote access to the digital libraries of the NL CR and remote access to mediated resources (digital libraries, electronic information resources, etc.). The registered user is not entitled to provide any of the above-mentioned access data to any other person and is also obliged to protect these data and his/her access to these services from misuse.
- 9. The registered user may at any time request in writing the NL CR to cancel the registration and terminate the processing of his/her personal data. If such a user has no debts towards the NL CR and has no off-site loans, the request will be granted. The provisions of the preceding sentence shall have suspensive effect in accordance with the contractual obligations of the NL CR in providing access to licensed electronic information resources and licensed digital library content. The registration fee is non-refundable. The personal data of a registered user shall be destroyed by the NL CR without the user's request if two years have passed since the end of the last registration period and the user has no unsettled obligations to the NL CR.
- 10. The NL CR reserves the right to refuse to register users, not to renew registration, to block remote access to the digital libraries of the NL CR or to mediated resources and services (digital libraries, electronic information resources, etc.) or to withhold the already issued reader card of a registered user for a period of 6 months (hereinafter referred to as "Measures under Part Four"), in particular, but not exclusively, on the grounds of violation of these Library Rules, complaints against the user, inappropriate behaviour, failure to observe basic hygiene, damage to the library collections, violation of the conditions of use of the digital libraries of the NL CR and mediated resources, or suspicion of committing a crime. In the event of a repeated violation of the Library Rules after the six-month period has elapsed, or in extremely serious cases, the measures under Part Four may be imposed permanently. In such cases, the NL CR shall not refund the registration fee or any other fees associated with the use of its services.

- 11. Upon request, the NL CR may issue a one-day admission ticket to a non-registered user, which allows access to and tour around the premises of the NL CR with authorised entry only on the day of issue. Within the framework of this tour, the unregistered user has access to a part of the library collection of the NL CR located in the reference libraries in the reading rooms of the NL CR and in the designated areas, or to some of the services of the NL CR. The purchase of a one-day admission ticket cannot circumvent the Measures under Part Four.
- 12. The user has no legal right to be registered or to get a one-day admission ticket under the provisions above.
- 13. The NL CR charges a fee for registration and for each renewal according to the Price List.

### **Part Five**

### General provisions on borrowing

- 1. The loan agreement is governed by the legislation of the Czech Republic and these Library Rules.
- 2. The NL CR decides on lending a library unit from its collections depending on its category and physical condition. Library units from unique and rare collections, and those included in the preservation collections may be borrowed only for justified scientific purposes. Access to the content of a library document can be provided by making available a digital or analogue copy.
- 3. When borrowing a library unit, the user is obliged to check it and, if it is damaged, to report it immediately to library staff. Damage does not include usual wear and tear appropriate to the age and character of the library unit.
- 4. Library units can usually be ordered online via the online catalogue or scanned catalogues. If a user places an order via a paper form, he/she must always fill it out completely and legibly, otherwise the NL CR may not process his/her order. If the NL CR does not process the order within the determined time period, it will always inform the user of the reasons. The number of orders is limited in accordance with the range of permitted reservations, which is determined by the library's operational possibilities. If this limit is exceeded, the user may be temporarily suspended from placing further orders.
- 5. The time for processing an order or communicating the reason, why it could not be processed, may not exceed 48 hours (the time does not include weekends and holidays, and days when the library is closed to the public).
- 6. The NL CR will allow the user to request a loan even for a library unit that is on loan with another user or is unavailable for another reason. The request is valid for two years from the date of submission. If more than one user requests the same library unit, the one who submitted his/her request earlier has priority.
- 7. The user is obliged to return the borrowed library unit in the same condition he/ she borrowed it. The user is obliged to report any damage, loss or destruction of the book immediately and to compensate the NL CR for the damage. Any alterations and interventions to the borrowed library unit (e.g. underlining, highlighting, writing notes, pasting tickets) are also considered as damage caused by the user.
- 8. The user is not entitled to re-lend the borrowed library unit to another person.

9. Individual departments of the NL CR may determine further details of loan services.

#### **Part Six**

## On-site loans and access to reading rooms and other designated areas

- 1. Any user can borrow a document from the open access collection. The loan agreement is concluded as soon as the user takes a library unit from the open access shelf.
- 2. A library unit that is not placed in the open access collection can be borrowed only by a registered user with a reader card. The loan agreement contract is concluded as soon as a member of library staff hands over the library unit to the user. On-site loans are recorded by depositing the record slips of the borrowed library units and the registered user's reader card with the Service.
- 3. The user may use the library unit borrowed on-site only in a designated area, from which it may not be removed. The user is obliged to return the borrowed library unit before the closing time of the NL CR or as soon as he/ she does not need it.
- 4. The specific conditions of on-site loans are determined in the Visitor Regulations of individual reading rooms and designated areas.
- 5. Access to the reading rooms of the NL CR and other designated areas is permitted only with a valid reader card or a document authorizing access to the designated area. If all study seats in the reading room are occupied, the user is obliged to leave the reading room.

# Part Seven Off-site loans

- 1. Off-site loans of library units are allowed only to registered users over 18 years of age with a valid reader card who have provided proof of their permanent address, long-term residence in the Czech Republic or temporary protection (a special long-term visa for the stay) in the Czech Republic (see Annex 6 of the Library Rules). A citizen of a third country who provides proof of long-term residence in the Czech Republic will be granted access only to part of the off-site loan collection. An off-site loan agreement will be concluded by the NL CR only if the library unit is intended for such use and no other serious circumstances prevent the conclusion of the off-site loan agreement. Due to the nature of the collection, the NL CR allows borrowing off-site only exceptionally.
- 2. The off-site loan agreement is concluded by entering the data about the library unit into the registered user's reader account in the automated library system, which is opened by reading the reader card code. To check out the off-site loan by the Service, the registered user is obliged to present the reader card to a member of library staff. For self-service off-site loan, the registered user initiates the borrowing transaction by scanning the reader card code. The status of the reader account in the library system is binding both for registered users and staff of the NL CR. In case of any discrepancies, the user is obliged to immediately contact the Main Hall or the workplace where the library unit was borrowed off-site.

- 3. The user checks the document upon picking it up in the library, points out any defects (damage, soiling, written notes, missing or confused attachments) in his/her own interest and requests that the defect be entered into the library system. If he/she does not do so, he/she is responsible for all defects found when returning the publication.
- 4. A registered user may borrow the maximum of twenty library units off-site.
- 5. The off-site loan period is usually 30 days, unless otherwise determined by the NL CR. The loan period can be repeatedly extended, however, for a maximum of 120 days and only if another user has not placed a request for of the borrowed library unit.
- 6. The user is obliged to return the library unit in person, through a third party, or by post with insurance, by placing it in the library return box or through a self-service device, always before the end of the loan period. Early return of an undamaged library unit will terminate the loan agreement. Once the library unit has been returned, the user's obligations arised from this agreement continue, in particular the obligation to pay the relevant fees in accordance with the Price List and the obligation to pay for any damage incurred.

# Part Eight Interlibrary Loan Services

- 1. The NL CR is the National Centre of Interlibrary Loan Services and as such it provides interlibrary loan, reprographic and information services from its own collections and the collections of other libraries in the Czech Republic and abroad. It provides interlibrary loan services at the request of a registered user, which he/she has entered through his/her user account or through the service ZÍSKEJ. Furthermore, the NL CR provides these services at the request of other libraries in the Czech Republic registered under the Library Act or cooperating foreign libraries for their users.
- 2. Interlibrary loan services from the library collections in the Czech Republic
  - 2.1. Interlibrary loan services are provided by the NL CR to registered users with a valid reader card and only if the requested item is not in the NL CR collection or has been withdrawn from lending. The exception is interlibrary reprographic services, which the NL CR also provides to remotely registered users who have not applied for a library card.
  - 2.2. A library that requests library units from the collections of the NL CR for its users (the requesting library) through the interlibrary loan service is provided with the requested library unit only if the library unit has the off-site loan status in the NL CR and the requesting library does not have it in its collection. Any exceptions to this provision must be assessed by the collection administrator. Interlibrary loan services shall be provided even if the requested library unit has the on-site loan status.
  - 2.3. Interlibrary loan services are not provided from the archival and historical collections of the NL CR. Library units from these collections are made available in exceptional cases (if there is no other copy in the Czech Republic), only in the Hostivař Reading Room or other specified reading rooms.
  - 2.4. Library units from the collections of libraries in the Czech Republic are usually lent offsite, unless the lending (requested) library stipulates otherwise.

- 2.5. The provision of interlibrary loan services is free of charge within the Czech Republic, except for providing copies. The fees related to the provision of interlibrary loan services are listed in the Price List or are defined contractually by a third party.
- 3. International Interlibrary Loan Services (ILL)
  - 3.1. A registered user with a valid reader card is provided with ILL only if the requested library unit is not in the library collections in the Czech Republic or has been withdrawn from lending.
  - 3.2. International interlibrary loan services are provided by the NL CR on request to other libraries in the Czech Republic. It is possible to request ILL through the NL CR if a library unit is not in the holdings of libraries in the Czech Republic or has been withdrawn from lending. The provision or manner of fulfilling the ILL from a foreign library is the responsibility of the requested library, the NL CR does not guarantee the positive execution of the request.
  - 3.3. The NL CR also arranges loans from libraries in the Czech Republic to foreign libraries.
  - 3.4. Library units from the collections of foreign libraries are provided for loan in the mode specified by the requested library. The NL CR reserves the right to determine the exclusive on-site loan regime for a specific library unit.
  - 3.5. International interlibrary loan services are charged according to the Price List.
- 4. The user is obliged to return the library unit mediated by interlibrary loan services in person, and always before the end of the loan period. In the event that the library unit is not returned on time, the user will be charged overdue fine and other fees and surcharges according to the Price List, and unless otherwise specified, the procedure is the same as in Part Ten of the Library Rules. In the event of damage or loss of a library unit mediated by the interlibrary loan service, the NL CR determines the method of compensation for the damage in accordance with the request of the requested library (usually financial or material compensation, or additional transport costs, if incurred).

# Part Nine Complaints

- A user, who is dissatisfied with the quality of the service of the NL CR (with the conduct of a
  member of the NL CR staff who provided the service or refused to provide it) or with any other
  fact concerning the NL CR, has the right to complain within seven calendar days.
- 2. It must be clear from the complaint who is filing it, what fact he/she is complaining about and what remedy is requested. If the complaint is submitted in writing, it must be clear whether and where the NL CR should send infromation about its processing.
- 3. Complaints shall be made orally or in writing. If the complaint cannot be settled immediately, the NL CR may request that the complainant submit the complaint in writing. If the complainant fails to do so, the complaint will not be settled.

- 4. The complaint is handled by the NL CR without undue delay, usually in the same or similar form as it was submitted. If the complaint cannot be settled immediately, it must be settled within 30 calendar days of its submission.
- 5. If a written complaint is not dealt with in time or if the user is not satisfied with its handling, he/she may lodge a complaint with the General Director of the NL CR.

#### **Part Ten**

### Fees, reimbursementsn, advances

- Both the user and the visitor are liable for damages caused by a breach of legal obligations.
  Liability for damages is governed by the Civil Code. Temporary or permanent Measures under
  Part Four of the Library Rules do not relieve the user from liability for damage and the obligation
  to compensate for the damage caused in accordance with the Library Rules and applicable
  regulations.
- 2. In the event that the registered user fails to return the off-site loan within the loan period determined by the NL CR, the NL CR and the registered user shall negotiate a contractual penalty (hereinafter referred to as the "Overdue Fine") pursuant to Section 2048 et seq. of the Civil Code, as amended. The amount of the Overdue Fine shall be determined by the Price List. The obligation to pay the Overdue Fine shall commence on the day following the end of the determined loan period. The Overdue Fine is calculated for each borrowed library unit and per each calendear day after the due date and it ends on the date when the library unit is returned or, unless otherwise agreed, on the date when the Legal Department sends a pre-suit notice to the registered user's address given in the registration form. Unless otherwise agreed with the registered user, on the date of sending the pre-suit notice, the registered user's obligation to return the library unit changes into an obligation to pay the NL CR financial compensation for the unreturned library unit calculated according to the Price List. Payment of the Overdue Fine does not relieve the registered user from the obligation to pay for any damages; Section 2050 of the Civil Code shall not apply.
- 3. If a registered user does not return a borrowed library unit on the basis of an overdue reminder sent electronically or as a regular letter, the reminder is sent to him/her in the form of a registered letter (the so-called Director's reminder). The user is obliged to pay the costs associated with the reminders sent by postal service to the NL CR. If the registered user does not return the borrowed library unit even in response to the Director's reminder, the return or financial compensation will be enforced through the court. The NL CR charges a flat fee for each claimed library unit, the amount of which is set out in the Price List. The user is also obliged to reimburse the NL CR for all legal costs associated with the judicial enforcement.
- 4. When accepting orders for paid services, the NL CR may request a chargeable deposit from the user.
- 5. The user is obliged to immediately report the loss or damage of a library unit to the NL CR. The deadline and method of compensation for the lost or damaged library unit shall be decided by the NL CR. Compensation for the damage is preferably requested by restoring it to its original condition. usually by providing a replacement copy (specimen) of the same document (publication), or part of it, in the same edition and binding. If restoration to its original state is not possible or purposeful, the NL CR may, at its discretion, demand a copy of the document (publication) in another edition or financial compensation. In agreement with the user, it may

also accept another publication. The amount of the financial compensation shall be based on the current market price of the document (publication) or the price corresponding to the cost of making a copy, including the cost of binding, whichever is higher. The user is also obliged to pay all costs incurred to the NL CR in connection with the loss or damage of the library unit and its replacement. This does not relieve the user from the obligation to pay the Overdue Fine in the event of reporting the loss of a library unit after the expiry of the determined loan period.

6. The NL CR reserves the right to suspend the provision of services to the user until the manner of compensation for the loss and settlement of all liabilities is resolved.

# Part Eleven Final Provisions

- 1. The Library Rules, including all annexes and appendices, are available for inspection by every user in accessible place on the premises of the NL CR and on the website of the NL CR at <a href="https://www.nkp.cz">www.nkp.cz</a>. Users may also request a copy of the Library Rules. The Library Rules are published in the current version or in the original version together with subsequent amendments. Users will be informed by the NL CR about the amendments to the Library Rules sufficiently in advance of their effectiveness at the place where the Library Rules are usually available for inspection and on the NL CR website.
- 2. Exceptions to the Library Rules are decided exclusively by the General Director of the NL CR or a member of library staff authorized by him in writing.
- 3. The Library Rules include annexes issued by the NL CR according to the current need; the annexes are published immediately after their issuing with an indication of their effectiveness.
- 4. These Library Rules are effective as of 1 April 2024.

In Prague on 25 March 2024