

**Manggha Museum Library  
TERMS OF USE**

**§ 1 General**

1. The Library at the Manggha Museum of Japanese Art and Technology (hereinafter referred to as “the Library”) is a public institution.
2. The Library participates in the performance of the objects of the Manggha Museum by gathering resources and making them available to the public, and providing information for research purposes. The Library also provides reprographic services.
3. The Library’s opening hours are displayed on the entrance door and on the Manggha Museum website.

**§ 2 Rights to use resources**

1. The users of the Library are all individuals who use the Library’s resources, i.e. visitors to the Manggha Museum as well as the employees, collaborators, interns and volunteers of the Manggha Museum.
2. The right to borrow any of the Library’s resources is granted solely to users registered with the Manggha Museum Library. To be registered, you need to present your personal identity card issued by the public authorities, passport or other identity document. A registered user shall receive a copy of these Terms of Use and sign a Charter of Obligations, whereby they confirm and agree to comply with these Terms of Use and consent to the processing of their personal data for purposes involved in the operation of the Library. A user may demand that their personal data be removed if they decide to waive their right to use the Library.
3. Any violation of these Terms of Use shall terminate the user’s right to borrow any of the Library’s resources.

**§ 3 Users’ obligations**

1. A user may borrow the Library’s resources in person only.
2. Any change to a user’s personal and/or contact data must be immediately communicated to the Library. Any damage caused by omission to comply with this requirement shall burden the user.

**§ 4 Liability for resources made available to users**

1. The user shall be fully liable for any damage to any borrowed items detected upon their return.

2. If noticed when borrowing previously ordered items, any serious damage must be immediately reported to the Library staff, or otherwise the user shall be charged for such damage.
3. If a borrowed item is destroyed or lost, the user shall replace it with an identical item or pay either five times the price of such an item as charged by used books shops or the price specified by the Library.
4. Irrespective of the manner in which the user's liability towards the Library is settled, the user shall not acquire the ownership of the lost or destroyed items.
5. All of the Library's resources shall be available in the reading room.

## **§ 5 Borrowing resources to be removed from the Library**

1. Library resources may be borrowed for up to four (4) weeks.
2. If required, the user may have their loan period extended, provided that the item has not been previously reserved by another user. The extension request must be submitted on or before the return deadline.
3. Extensions can be arranged by email, by telephone or personally at the Library. The user must specify the call number of the item, the name of the author and the title of the book to be extended.
4. The final decision on lending an item shall be made by the person in charge of the Library.
5. In special cases, the Library reserves the right to shorten the loan period for specific items.
6. Failure to return an item on time shall entail:
  - a) Overdue notice in writing; and
  - b) Late return fee charge, as per the current price list.
7. Up to five (5) items may be borrowed by one user at the same time. The Library's resources may be lent to be removed from the Library to the employees, collaborators, interns and volunteers of the Manggha Museum of Japanese Art and Technology in Krakow under the general rules (set out in §2.2 hereof) with the following provisos:
  - a) when borrowing an item, the employee, collaborator, intern or volunteer of the Manggha Museum shall sign the list of loans and enter the inventory number of the book, its ISBN (if stated) and its year of publication (if indicated);
  - b) by signing the list of loans, the employee, collaborator, intern or volunteer of the Manggha Museum assumes the liability for the items borrowed by them on the terms set out in §5 hereof;
  - c) not later than the end of each year, the employees, collaborators, interns and volunteers of the Manggha Museum shall submit to the person in charge of the Library a list of the items the borrowing of which they have acknowledged by signing the list of loans, including but not limited to items retained by the various departments of the Manggha Museum as their reference resources.
9. The following resources shall not be lent to be removed from the Library:
  - a) Items classified as special collections (e.g. art prints, early printed materials, etc.);

- b) Bibliographic and other reference publications (encyclopedias, dictionaries, etc.); and
- c) Newspapers and magazines.

## **§ 6 Special rules for borrowing audio and/or video materials**

1. Audio and/or video materials (CDs and DVDs) may be borrowed only against a security deposit in the amount specified in the current price list.
2. In the event that the borrowed audio or video materials are damaged or not returned within the four-week period, the security deposit shall become the unconditional property of the Library. The forfeiture of the security deposit shall not discharge the user of their liability for the loss or destruction of the borrowed audio or video materials, including but not limited to payment of the cash value of the borrowed media.
3. Up to two (2) items (CDs or DVDs) may be borrowed by one user at the same time.

## **§ 7 Reprographic services**

1. Reprographic (photocopying) services shall be rendered by the person in charge of the Library. Such services shall be performed on the same day or, in cases involving considerable quantities of material, at a later agreed time.
2. Only extracts of published materials up to 22 standardized pages may be copied.
3. An order may not be filled if prevented by preservation/conservation considerations or other justified reasons. The final decision as to whether specific material is fit for copying shall be made by the person in charge of the Library.
4. Fees for reprographic services shall be payable in advance as per the current price list.

## **§ 8 Organizational rules**

1. It is unacceptable to remove any resources owned by the Library from the premises of the Japanese Language School without having completed the required formalities or to cause any damage to the Library's furnishings, fittings or equipment.
2. No tobacco products or e-cigarettes may be smoked anywhere in the Japanese Language School building. No food or beverages whatsoever may be consumed when using the reading room or the catalogue area.
3. Using the Library's resources for reproduction, recording video footage, or renting Library rooms for sessions, conferences, etc., shall be subject to the approval of the Director of the Manggha Museum.

## **§ 9 Personal Data**

1. The controller of personal data within the meaning of the personal data protection laws and regulations is the Manggha Museum of Japanese Art and Technology of ul. Konopnickiej 26, 30-302 Krakow, Poland. The Manggha Museum has appointed an Inspector for the Protection of Personal Data, who can be contacted by email at [iod@manggha.pl](mailto:iod@manggha.pl).

2. In order to register with the Library so as to be able to use its resources, the following data must be provided: given name and surname, telephone number, email address, address of residence, and number of identification document; such data will be entered in the Library database.
3. The Library users' personal data shall be processed for the purposes of the objects and operation of the Manggha Museum of Japanese Art and Technology under Article 6(a) of the Personal Data Protection Act of 10 May 2018 (Dz.U.2019, Item 1781; hereinafter "the Act") and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter "GDPR"), i.e. with the consent of the data subject.
4. The following may be recipients of the personal data: IT system providers and providers of IT services, accounting services, debt collection services, and legal services to the Manggha Museum, as well as authorities empowered by the law to receive personal data.
5. No personal data shall be forwarded to any third country.
6. The user shall have the right to access the contents of their personal data and request its rectification, erasure, restriction of processing, and also the right to data portability, to object, and to withdraw their consent at any time; which, however, shall not affect the lawfulness of processing based on their consent before its withdrawal.
7. For evidentiary purposes, the Manggha Museum requires that a withdrawal of consent should be submitted in writing with signature (to the address: ul. Konopnickiej 26, 30-302 Krakow) or electronically (to the email address: [iod@manggha.pl](mailto:iod@manggha.pl))
8. The user shall have the right to lodge a complaint with a supervisory authority when they conclude that the processing of their data violates any of the provisions of the GDPR.
9. The supply of personal data is voluntary; however, it is also necessary in order for the Manggha Museum to render services, including services provided electronically. Refusal to supply personal data required by the Manggha Museum will render it impossible to provide such services to the refuser.
10. Personal data shall be processed by automated means, and it may be subject to profiling.

## **§ 10 Miscellaneous**

1. Comments and suggestions pertaining to the operation of the Library can be submitted to:
  - a) The person in charge of the Library; or
  - b) The Director of the Manggha Museum through the Manggha Museum Office (*Sekretariat*).

2. Any matters which are not regulated in these Terms of Use shall be resolved by the Director of the Manggha Museum.
3. These Terms of Use may be amended at any time by the Director of the Manggha Museum of Japanese Art and Technology.