

Manggha Museum of Japanese Art and Technology  
M. Konopnickiej 26  
30-302 Kraków

**Order no. 18/2020**  
**of the**  
**Director of the Manggha Museum of Japanese Art and Technology**  
**of 25 June 2020**  
**laying down the Manggha Museum Library Terms of Use**

**§ 1 General**

1. The Manggha Museum of Japanese Art and Technology, including its Library (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 Sanitary restrictions**

1. It is mandatory to organize the use of the Library so as to ensure the required social distancing (minimum 2 metres apart and maximum 5 individuals per Library room, including 3 users of the reading room).
2. Books and magazines in the reading room shall be issued by a Library employee.
3. Individuals using the reading room shall take seats assigned to them by Library staff.
4. It is mandatory for users to disinfect their hands and put on protective gloves at the entrance into the Library room, and also to be wearing protective coverings over their mouths and noses.
5. A quarantine shall be mandatory for all items returned by users. Upon their return, such items shall be placed in boxes marked with the date of return and undergo a three-day-long quarantine.
6. A quarantine shall be mandatory for books and magazines used in the reading room. After use, such books and magazines shall be placed in boxes marked with the date of use and undergo a three-day-long quarantine.

**§ 3 Rights to use resources**

1. The Library's resources shall be available to all interested parties.
2. The right to borrow items is acquired by registering with the Library. To be registered, you need to present your personal identity card issued by the public authorities, your passport or other identity document. A registered user shall receive and sign a copy of these Terms of Use, 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 forego their right to use the Library.

3. Any violation of these Terms of Use shall terminate the user's right to borrow any items.

#### **§ 4 Users' obligations**

1. A user may borrow items 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 borrower.

#### **§ 5 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 items.
5. The Library's whole collection of books shall be available in the reading room except for periods when this is prevented by sanitary requirements.

#### **§ 6 Borrowing Library resources**

1. Library items 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, 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.
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) books may be borrowed by one user at the same time.

**§ 7 The following shall not be lent to be removed from the Library:**

1. Items classified as special collections (e.g. art prints, early printed materials, etc.);
2. Bibliographic and other reference publications (encyclopedias, dictionaries, etc.);
3. Newspapers and magazines.

**§ 8 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.

**§ 9 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. The Copyright and Related Rights Act (Journal of Laws 1994, #24, Item 83) allows the copying of extracts of published materials up to 22 standardized pages.
3. An order may not be filled if prevented by preservation considerations or other justified reasons. The final opinion as to whether specific material is fit for copying shall be issued by the person in charge of the Library.
4. Charges for reprographic services shall be payable in advance as per the current price list.

**§ 10 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.

**§ 11 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 and Deputy Directors 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.