

Terms and Conditions of Use

(ToU-MIZ)

Valid as of 4 December 2020

1. General Provisions

1.1. Purpose

The Media and Information Centre (MIZ) comprises the library and archives of Zurich University of the Arts (ZHdK). The MIZ shares its premises at ZHdK's Toni Campus with the Zurich site of ZHAW University Library. Operational collaboration between the two libraries exists under the title "Libraries and Archives."

1.2. Scope

The following Terms and Conditions of Use ("Terms and Conditions") govern access to and use of the MIZ. Additionally, Section 3, with the exception of Paragraph 2, takes precedence over the User Regulations of ZHAW University Library at its Zurich site.

The MIZ is a member of the Swiss Library Service Platform (SLSP).¹ SLSP operates swisscovery.

1.3. Legal Foundations

The following provisions are based on the University of Applied Sciences Act² and on all other relevant provisions, in particular with regard to applicable intellectual property rights and personality rights (data protection).

1.4. Eligibility

The MIZ is a specialist library open to the general public. Private individuals as well as public and private institutions may use the holdings, infrastructure and services of the MIZ. Minors and incapacitated persons who wish to use the MIZ require the written consent of their parents or legal representative.

With the exception of certain services (see Schedule of Fees, Annex 1), access and use are free of charge.

Users who enter the MIZ or who register with SLSP/swisscovery accept these Terms and Conditions and the provisions listed below.

The "Remote Access Services for Non-ZHdK Staff and Students"³ provided by the MIZ are solely for private, non-commercial use. Residence in Switzerland is compulsory.

¹ <https://slsp.ch/en>

² Federal Act of 6 October 1995 on the Universities of Applied Sciences (UASA).

³ <http://www.zhdk.ch/miz-pura>

1.5. Registration, User Account and User Card

A SWITCH edu-ID⁴ and registration are required to borrow media and/or use the “Remote Access Service for Non-ZHdK Staff and Students”. To register, please complete and submit the online form at the swisscovery website.⁵

Registration is enabled by presenting official ID or a ZHdK Campus Card.

Following self-registration and user consent, the following personal details are imported from the SWITCH edu-ID account into swisscovery: last name, first name, date of birth, address, e-mail address, telephone number, matriculation/staff number. Personal details are processed by those swisscovery libraries from which users borrow media or whose services they use as part of library user and loan management. Library-specific data (loans, orders, fees) are only stored in swisscovery. Transaction data are anonymised and swisscovery accounts are deleted after 10 years of inactivity.

The SWITCH edu-ID account and the user account enable establishing stored data at any time.

User ID is non-transferable. Users must enter changes of address in their SWITCH edu-ID account themselves. ZHdK programme offices and the MIZ do not share data with each other. Lost user cards must be reported immediately to the MIZ.

Users who wish to access archive holdings must complete and sign a corresponding form in person on the premises. The form records personal details, the holdings accessed and their intended use, as well as the terms and conditions of use applying to archive access and use. The MIZ reserves the right to retain records on the use of archives, which is subject to special use provisions, and of archival materials.

The MIZ reserves the right to grant or withhold permission to access particularly valuable media and archival records or holdings that are difficult to replace. Restrictions on the type of access may also apply.

1.6. Rights and Uses

Insofar as the media and archival materials made available by the MIZ are protected, users must observe the applicable legal provisions, in particular copyright regulations. The MIZ accepts no liability for copyright infringements by users.

1.7. Reproduction of Documents Subject to Special Use Provisions and of Archival Materials

Archive staff shall decide whether documents subject to special use provisions and archival materials may be reproduced. Original documents housed at the MIZ may be reproduced solely with permission. Publications must clearly acknowledge the source. The MIZ reserves the right to claim specimen copies.

Users are responsible for ensuring full compliance with applicable legislation, in particular copyright regulations.

The MIZ reserves the right to decline requests to reproduce certain categories of documents. This provision may also apply in individual cases.

⁴ <https://eduid.ch>

⁵ <https://swisscovery.zhdk.ch>

1.8. Fees

The fees charged by the MIZ and the charges for special services as well as any deposits are set out in the Schedule of Fees (see Annex 1).

2. Borrowing and Use

2.1. Borrowing

The majority of physical media housed at the MIZ may be borrowed. Archival materials and specially designated holdings may only be consulted on the premises (reference library). These holdings are subject to special terms of use.

Borrowed media must be handled with care, protected against damage and returned in an undamaged and complete condition. Damage also includes entries and markings of any kind.

Items may only be borrowed upon presentation of a valid library card.

2.2. Availability

Media made available for collection or for consultation in the archive remain reserved for 7 working days.

2.3. Media Shipping and Interlibrary Loans

Users may order media from other swisscovery libraries via the interlibrary courier service. Items can be delivered to any library affiliated with the courier service. Deliveries are subject to charge. The borrowing and use of interlibrary loans are governed by the terms and conditions of the holding libraries.

The MIZ dispatches media from its own holdings by post. Shipping is subject to charge.

Some media formats may be exempt from shipping by courier and/or postal service.

2.4. Loan Periods and Extensions

The loan periods of specific media are indicated in the online catalogue. For books and music, the loan period is usually 28 days. For AV media (DVDs, Blu-rays and CDs) the loan period is 14 days. If media are not requested otherwise, they are automatically renewed five times after the first loan period. Loan periods may also be renewed manually.

Users who wish to borrow an item after the maximum loan period has expired must present the item in person at the information desk. Media may be reserved by other users at any time. In this case, the media will be recalled at the end of the current loan period.

Users can check and renew the loan periods of borrowed items in their user account. No correspondence on loan periods will be entered into.

Users must comply with the loan periods in force and ensure that media are returned in time in case of longer absences (e.g. military service, holidays, stays abroad). Users are advised to return items before longer absences.

2.5. Reminders and Fines

Once the loan period expires, users are sent a free reminder by email. If the item remains overdue, users are sent three further reminders at intervals of 7 days. Overdue notices are subject to charge.

Third reminders are sent by registered letter. The liable user account will be blocked. If the overdue item is not returned within the stipulated period, the MIZ will replace the item. The costs for replacing an unreturned item must be borne by the person to whose user account the item was lent.

Unreceived reminders will not be accepted as a reason for late returns. Users are responsible for checking their loan periods and address details on a regular basis.

Users are sent an invoice to settle overdue fines.

Users who incur overdue fines due to *force majeure* or illness (as attested by a medical certificate), may request a waiver. Requests must be submitted in writing.

2.6. Returns

Items must be returned via the electronic return counter (located outside the MIZ entrance). In exceptional cases, items may also be returned at the information desk or by post. Items that are not owned by the MIZ will be accepted only if they have been ordered via the interlibrary courier service.

Items must be returned on time. The return date is defined as that date on which borrowed items are returned.

2.7. Liability for Shipping and Damage

The MIZ accepts no responsibility for delayed dispatches of MIZ holdings or for any loss of or damage to items returned by users. Users are advised to keep the corresponding receipts.

Users are fully liable for any damage or loss of borrowed items or items consulted at the MIZ. They should check the condition of items when receiving or borrowing these. Existing damage and missing ancillary materials must be reported before items are borrowed. Unless users notify library staff, they will be assumed to have received the borrowed items in complete and perfect condition.

2.8. Replacements

If an item is lost or returned in damaged condition, it will be replaced at the expense of the person to whose user account the item was lent, even if that person is not at fault.

In principle, replacements or another work of equal value will be procured by the MIZ.

Any repair or replacement costs, as well as a handling fee, will be charged to the liable person (see Schedule of Fees).

3. Conduct

3.1. House Rules

Users must observe the MIZ house rules at all times. The rules are subject to those in force throughout the Toni Campus. Users must conduct themselves so that no other persons are disturbed, that library operations may proceed smoothly and that no holdings and equipment are damaged or otherwise impaired.

Telephone calls and the use of internet telephony are prohibited at the MIZ. No food may be consumed anywhere in the library. Drinks are only permitted in lockable containers and only in working and reading areas. Stricter rules may apply in the archives.

Users must follow the instructions of the MIZ. Staff are entitled to demand that users identify themselves. Users who wish to take photographs or shoot film material must notify the Head of Library Use and Information⁶ in advance. They must also seek consent from any persons they photograph.

The MIZ reserves the right to expel persons who fail to comply with these regulations.

3.2. Internet Use and Remote Access

The free public workstations are reserved for users who wish to consult MIZ online offerings and for scientific, specialist, professional or educational purposes.

All users are required to use the Internet in a legal manner. The Terms and Conditions of ZHdK IT Resources (including the respective legal foundations) govern liability and misuse as well as the possible consequences of misuse. The MIZ and other service providers do not guarantee that access to electronic resources will be continuous and uninterrupted. Nor do they accept any liability for damage resulting from the use or impossibility of using resources.

3.3. Liability

Users are responsible for items and archival materials borrowed and used on the library premises. They are fully liable for all damages caused by loss or damage and must also bear the arising costs in their entirety.

The MIZ is not liable for theft or damage committed by third parties to the detriment of users. It also declines any liability for the personal belongings of users.

3.4. Revoking User Access

Users who repeatedly or seriously violate these Terms and Conditions, or who fail to comply with staff instructions, may be expelled from the MIZ with immediate effect. If deemed necessary, they will also have their right of access revoked.

3.5. Complaints

Complaints about MIZ services and measures should be submitted in writing to the Head of Library Use and Information.⁷

⁶ Email: miz.info@zhdk.ch

⁷ Email: miz.info@zhdk.ch

3.6. Enactment

These Terms and Conditions and additional regulations (annexes) were issued by the Head of Libraries and Archives and approved by the President of ZHdK on 4 December 2020. They came into force on 7 December 2020 and replace all previous regulations.

Annexes

- Annex 1: Schedule of Fees for the Media and Information Centre (MIZ)
- Annex 2: Regulations for the Use of Lockers

Legal notice:

This is a translation of the original rules and regulations, which were issued in the German language as "Benutzungsordnung Medien- und Informationszentrum." Only that version shall be deemed binding under applicable law.

Annex 1: MIZ Schedule of Fees

Valid as of 7 December 2020¹

Library

Document shipping/interlibrary loans (according to SLSP schedule of fees, per document)^{2 3} (in CHF)

Courier service (per order incl. return) ⁴	6.00
Domestic shipping	12.00

Overdue fines (according to SLSP schedule of fees, per document)

Reminder/recall: 1 day after the loan period expires		free
1st overdue fine: 7 days after the loan period expires		5.00
2nd overdue fine: 14 days after the loan period expires	additionally	5.00
3rd overdue fine: 21 days after the loan period expires	additionally	10.00

Costs for replacing items

Document costs ⁵		actual costs
Handling fee (per document)		40.00

Reproductions & printing (with user card)

B&W copies (per copy)		0.20
Colour copies (per copy)		1.00

Archive

Flat-rate services

Handling fee domestic international		65.00 80.00
Research services (from 30 mins)	per hour	90.00
Image usage fee ⁶	per image	150.00

Reproductions

Digital reprography (scan or reprography)		20.00
CD or DVD copies		5.00
Photocopying A4 A3	per page	0.50 1.00

Shipping

Domestic		12.00
International		18.00
Courier services		as charged by service provider

¹ For items borrowed via NEBIS, the previous MIZ Schedule of Fees of 5 March 2019 will apply until 31 March 2021.

² <https://slsp.ch/fees>

³ Chargeable services are only offered to registered users. Fees are charged directly to the swisscovery user account.

⁴ This fee may be waived for certain user groups.

⁵ The costs for replacing items must also be covered if an item could not be replaced for various reasons.

⁶ Reductions and flat rates for non-commercial use are available on request.

Annex 2: Terms and Conditions for MIZ Lockers

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Valid as of 15 September 2014

1. The Media and Information Centre (MIZ) of Zurich University of the Arts provides users with safe-storage lockers free of charge. Lockers are available on a first-come, first-served basis.
2. Lockers must be handled with care and protected against damage and soiling. Before using a locker, users must check whether it is in proper condition.
3. Users who lose their locker key should report immediately to library staff. The costs for replacing a lost key (CHF 100) are charged to the liable user.
4. Users must notify library staff if the locking mechanism does not work properly. Unauthorised tampering with lockers is prohibited. Users are liable for any damage caused by the improper use of lockers.
5. Lockers must be emptied daily before the library closes. Uncleared lockers will be emptied by library staff. Items removed from lockers will be treated as lost property. Food and perishable goods will be disposed of immediately without any right to reimbursement.
6. Users who occupy a locker accept these Terms and Conditions.
7. The MIZ accepts no liability for the contents of lockers.

These Terms and Conditions came into force on 28 October 2014.