USQ
AUSTRALIA

The University of
Southern Queensland

FACILITIES MANAGEMENT
Contact: USQ Security
Email: security@usq.edu.au
Phone: 07 4631 2871

Locker Facilities

Last Name: _____ First Name: _____ ("You")

Student ID Number: _____

Contact Details: _____

This application is an important document and you should carefully read it. It sets out your rights and responsibilities. By signing this application and submitting it, you acknowledge and accept the following terms (which also includes the following attached "Conditions of Use") of your use of and access to the Locker Facilities during the Access Period. "Locker Facilities" includes your locker and the locker key. Only current students are eligible to use the Facilities.

All users will need to complete this form and present it to the Security Office (Z3-101). Subject to availability, users will then be issued with a locker key and details of the assigned locker ("your locker"). Users must empty and lock the locker and return the locker key to the Security Office at the end of the Access Period.

Please note:

- The issue of lockers will be on a first come first served basis.
- The security of personal belongings placed in the Locker Facility is the responsibility of the user. Please ensure the locker is locked and left locked at all times other than when accessing it.
- No guarantee is given to the availability of your preferred locker.
- The "Access Period" will end on the last day of the calendar year of the application, the date of termination of the licence, the date you cease to be a current student or the date of return of locker key to the Security Office (whichever occurs earlier).
- Non-returned or lost locker keys and/or damaged locks or lockers will attract a replacement/repair fee as appropriate in the absolute discretion of USQ.

Applicant's Signature: _____ Date:

Office Use Only:

Locker Key No: _____ ***Date of issue:*** _____ ***Date of return:*** _____

Date of final inspection: _____

USQ is collecting the personal information on this Form for university purposes of providing its tertiary education and related ancillary services and the associated functions. Your personal information will not be disclosed to any other third party without your consent unless required or authorised to do so by law. Your rights to access and amend your personal information are set out in the Information Privacy Act 2009 (Qld) which also places obligations on USQ as to how we handle your personal information. For further information concerning Privacy, please direct any queries to the USQ Legal Office.

Version 13July2011

CONDITIONS OF USE

1. **Applications:** Acceptance of your application and this licence will commence by the issue of locker key to you. The University reserves the right to not accept any application and may at its sole discretion cancel, permanently withdraw or temporarily suspend your access at any time (including for repair, maintenance or refurbishment). There is no guarantee that any application will be accepted. Bookings will not be accepted.

2. **Use of Locker Facilities:** You must:

   (a) not use the Locker Facilities except as authorised by this licence and to the University's reasonable satisfaction;
   (b) not deal with this licence to use or hold the benefit of this licence to use in trust for any other person or make or provide access or the locker key to any other person;
   (c) not duplicate any locker key;
   (d) comply with any law, statute, requirement, notice or order in respect of your use of the Locker Facilities including the University of Southern Queensland Act and the Land Act 1994, rules issued by the University Council and all directions and polices of the University imposed from time to time;
   (e) pay for the cost of replacing each locker key lost or unreturned by the due date and other expenses incurred by the University arising out of your use of or access to the Locker Facilities, for example replacing locks on lockers or repairing lockers;
   (f) use the Locker Facilities correctly;
   (g) secure and keep secured the Locker Facilities;
   (h) keep and leave the Locker Facilities in an undamaged condition and clean, litter-free and tidy condition at all times during your access to the Locker Facilities. Any damage to University property, which in the opinion of the Office of Facilities Management, arises from abuse, wilful damage or negligence shall be the responsibility of the user;
   (i) at the end of the Access Period remove your property from the Locker Facilities and make good any damage to the Locker Facilities caused during the Access Period or through the removal of your property and immediately return and surrender up the locker key to the University's Security Office. Any property which remains in the Locker Facilities at the end of the Access Period will be removed and stored at another location at the discretion of the University at your cost. Should such property not be collected within a reasonable time as decided by the University in its sole discretion, it will become the property of the University;
   (j) not disturb or obstruct or cause injury or damage to other users of the Locker Facility or adjacent buildings or areas(including their property), overload any services, damage the University's property or do anything that may invalidate the University's insurance;
   (k) dispose of waste and rubbish in the designated waste or litter bins, and
   (l) not make any alteration to the Locker Facilities.

3. **Early Termination:** The University may as its option elect to terminate your access to the Locker Facilities at any time by alternatively giving w*ritten notice* to you individually or to the University general community by any internal public notice method advising the date of termination.

4. **Default:** You are in default of these Conditions of Use if you breach a term expressed or implied in this licence which is to be observed by you. In the event of a default if the University in its sole discretion considers the default:

   (a) Cannot be remedied, the University may by *written notice* to you terminate this licence or *without written notice* to you terminate this licence by changing the lock, or
   (b) can be remedied, the University may by *written notice* to you give you a reasonable opportunity to remedy your default, the failure of which the University may treat as an event of default incapable of being remedied.

5. **Security Monitoring:** By using these Locker Facilities, you understand and consent to the University using security monitoring equipment including the recording of CCTV footage. This collection of personal information will be dealt with in accordance with the Information Privacy Act 2009 (Qld).

6. **General:** .Any term capable of surviving the conclusion or termination of this licence shall continue after the conclusion or termination. This includes but is not limited to clauses 2(e), 2(i) and 2(h), 4 and 7.The University does not waive its rights no matter how long it waits before it exercises it rights including those rights capable of surviving after the termination or conclusion of this licence. The University may change these Conditions of Use at any time and will try to give you advance notice of the detail and the date the change is effective by placing a notice at the Locker Facility or by use of some other internal public notice method. These Conditions of Use (as amended from time to time) override anything you have been told verbally.

7. **Indemnity:** You indemnify and agree to keep indemnified the University from and against all actions, proceedings, claims, losses, costs, expenses and damages which the University suffers, incurs or becomes liable for and which arise from this licence or your use of the Locker Facility including:

   (a) loss, damage or injury from any cause whatsoever to property or person within or associated the Locker Facility caused or contributed to by your neglect or default;
   (b) the overflow, leakage or escape of water, fire, gas, electricity or any other harmful agent in or from the Locker Facility caused or contributed to by any of your acts or omissions;
   (c) loss, damage or injury from any cause whatsoever to property or person caused or contributed to by your use of the Locker Facility or act or omission in breach of the terms of this licence;
   (d) any personal injury sustained by any person in or about the Locker Facility caused other than through the wilful or negligent act of the University, its servants or agents.

   But your indemnity reduces to the extent that it was contributed to by the negligence or default of the University or its agents.

8. **Risk:** You occupy and use the Locker Facility at your own risk. This includes any loss, damage or theft of property belonging to or brought into Locker Facility by you unless caused by the University's gross negligence.