

PMUBD lockers terms and conditions

RUJ/PMUBD/MPP/20-21-02/ECSW/LKRTC/01

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PMUBD lockers are provided for all PMUBD members to store personal belongings securely - the following terms and conditions apply.

- These terms and conditions (Terms) govern the access to and use of Persatuan Mahasiswa/i Universiti Brunei Darussalam (PMUBD) Lockers.
- These Terms and conditions apply throughout the duration of PMUBD Locker Rental
- In using a Locker, the User agrees to comply with and abide by these Terms.

1 Eligibility

1.1 Only UBD students are permitted to be Users and to access and use the Lockers.

2 Allocation

2.1 Lockers are allocated on a first come, first served basis. There is no guarantee that a Locker will be available to a User at any given time.

2.2 The Lockers shall at all times remain the property of PMUBD and Users shall not acquire any property rights in the Locker.

3 Financing (Rental fee)

3.1 There is a **\$20** charge for access to and use of a Locker. A **\$10** Deposit which can be refunded at the end of the rental period, The **\$10** rental fee is non-returnable.

3.2 The Deposit will only be returned once inspection has been conducted on the locker after key return.

3.3 Notice of Deposit available to collect will be done through email and or text.

4 Use

4.1 The Locker will be available to you for the period specified 1 semester (6 months) or 2 semesters (12 months) from date of Fee payment. At expiry of that period, the User must collect all items stored in the Locker within 3 days after the expiration date.

4.2 The Locker must only be used by the User for the purposes of storing personal belongings and for no other purpose. The User shall not allow any other person to use or access the Locker.

4.3 The Locker shall not be used for storage of any materials deemed to be inappropriate by PMUBD including without limitation of illegal or offensive materials, perishable items, valuable items or articles belonging to anyone other than the User.

4.4 Access to the Locker will be dictated by the opening hours of the building in which the Locker is located. Outside of those hours, the Locker will not be available and PMUBD will not be liable to the User being unable to access the Locker.

4.5 The User must keep the Locker in good and clean condition and the User must not do or omit to do anything that may result in damage to the Locker. If the User identifies that the Locker is damaged, they must immediately notify and report to members of ECSW (General Services Department). PMUBD reserves the right to charge the User for the cost to repair any damage to the Locker caused by the acts or omissions of the User.

4.6 Users shall comply with all relevant PMUBD rules, regulations and codes of conduct in their use of the Lockers. If a User breaches these terms, it will be treated as a disciplinary matter in addition to any potential criminal or civil action.

4.7 PMUBD, specifically ECSW members, shall be entitled to routinely access the Locker at any and all times, without notice to the User for the purposes of security, maintenance and repair, ensuring and auditing compliance with these Terms and all other purposes deemed necessary by PMUBD.

5 Termination

5.1 A user's right to access and use a locker shall automatically cease if:

5.1.1 upon expiry of the specified period of use; or

5.1.2 if and when the user is no longer a student of University of Brunei Darussalam.

5.2 PMUBD may immediately cease a User's access to and use of a Locker if the User is in breach of these Terms.

5.3 PMUBD will normally give a User notice of termination or expiration of their right to use a locker through email or text as well as to clear out any of the user's belongings

5.4 On expiry of the right to use the Locker:

5.4.1 the User will be permitted to access the Locker on one occasion in order to remove its contents but will thereafter be unable to lock or access the Locker;

5.4.2 the User shall immediately remove all contents from the Locker;

5.4.3 if a User does not empty the Locker prior to expiry of the specified period of use, PMUBD will be permitted to automatically suspend the User from accessing lockers for a period of at least 1 week.

5.5 If PMUBD does or is entitled to terminate the User's right to access and use a Locker under clause 5.2, in addition to the provisions of clause 5.4, PMUBD may suspend the User's access to and use of any other lockers on PMUBD premises for such period as PMUBD considers appropriate.

5.6 If, on termination or expiry of use of a Locker, the User does not remove all items from the Locker, PMUBD reserves the right to access the Locker and remove any items. If PMUBD does so, any items removed from the Locker will be passed to "Lost and Found" and will be dealt with in accordance with the 'Lost and Found Property' process.

6 Liability

6.1 The Locker is made available solely for personal, private use. The User shall not use the locker for any commercial or business purpose. PMUBD has no liability to the user under any circumstances for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.2 Items stored in the Locker are entirely at the User's risk. PMUBD shall not be responsible or liable for any loss of or damage to items stored in the Locker except where such loss or damage arises as a direct result of the negligent acts or omissions of PMUBD

7 Disciplinary matters

7.1 Notwithstanding any other provision in these Terms, where the User's conduct in relation to use of a Locker is considered by PMUBD to be in breach of PMUBD's rules, regulations and codes of conduct, PMUBD may blacklist the offender at hand from future Student Welfare Services under ECSW.

8 Events outside our control

8.1 PMUBD will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by any act or event beyond PMUBD's reasonable control (Event Outside PMUBD's Control), including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

8.2 If an Event Outside PMUBD's Control takes place that affects the performance of PMUBD's obligations under these Terms:

8.2.1 PMUBD will contact you as soon as reasonably possible to notify you; and

8.2.2 PMUBD's obligations under these Terms will be suspended and the time for performance of its obligations (principally making access to and use of the Locker available to you) will be extended for the duration of the Event Outside PMUBD's Control.

8.3 If the Event Outside PMUBD's Control is ongoing for longer than 12 weeks, either the User or PMUBD may terminate access to and use of the Locker by giving notice in writing to the other party.

8.4 Other important terms

8.5 No-one, other than the User and PMUBD, shall have any rights to enforce these terms.

8.6 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.