

SiSo Equipment Booking System: Terms and Conditions

In the context of these Terms and Conditions, *University* refers to the Arts University Bournemouth.

1. Principles applicable to all borrowing of equipment from the University stores

- 1.1 Whilst equipment remains the property of the University at all times, the borrower assumes full responsibility for its safe use and storage throughout the loan period.
- 1.2 Equipment may only be borrowed for the purposes of University business and by students enrolled on a relevant course, or by University staff.
- 1.3 Certain items of equipment require borrowers to have received specific induction and be able to demonstrate competency in its operation. These items are clearly identified at the booking stage. If the borrower has not received this induction, and is unable to demonstrate competency, the equipment will not be issued.
- 1.4 Whilst every care is taken to ensure equipment is issued in a safe, working condition, the borrower must inspect all items upon collection, and report any defects. Any agreed defects will be recorded; any defects not recorded will be deemed to be the responsibility of the borrower. The University reserves the right to charge full replacement or repair costs for missing, broken or damaged items, including individual components from kits (see section 3 below).
- 1.5 Equipment must be collected and returned promptly at the scheduled or agreed time.

2. Responsibility of the borrower

- 2.1 Should an item of equipment be lost, damaged or broken whilst in a borrower's possession, stores staff must be notified at the earliest opportunity. This allows for contingency plans to be implemented, if required, during periods of heavy equipment use.
- 2.2 Borrowers must not attempt to dismantle, repair, modify or alter equipment in any way. This includes the changing of mains plugs or video/audio connectors.
- 2.3 Equipment may not be transferred or loaned to any other person during the loan period. All transfers must be undertaken through the equipment stores, unless stores staff grant specific transfer permission. Permission must be given in writing (this can be an email).
- 2.4 Where equipment is borrowed by a collective group or crew, it should be reserved, collected and returned by an appropriately nominated person, normally the relevant student Head of Department. The student Head of Department may nominate another member of the group to collect or return the equipment, but responsibility for the equipment remains with the person who originally placed the booking.
- 2.5 Equipment must never be left unattended, and never left in unoccupied vehicles or property.

- 2.6 Equipment should be returned to the store in good, clean working order, ready for restocking. Wherever possible, batteries should be recharged prior to return.
- 2.7 Equipment must only be used in ways for which it was designed. All borrowers must adhere to the University Health and Safety Policy and must only participate in actions and activities outlined and agreed in approved documentation.
- 2.8 Equipment will only be issued once all relevant documentation, including Risk Assessments, are submitted and have been approved.
- 2.9 Details outlined in approved documentation are final. Any deviations or alterations without prior written approval from an appropriate member of staff may result in investigation and action under the University's Student Disciplinary Policy, regardless of whether any incident, damage, loss, injury or complaint occurs.

3. Fines and penalties for loss, misuse or late return

- 3.1 The right to borrow University equipment, some of which may be very expensive, carries associated obligations. Failure to abide by the terms and conditions set out above may result in action being taken against the borrower. These are summarised below.
- 3.2 Fines will be levied for late returns, as outlined in the Fines and Charges table. Late returns mean that equipment is not available to other users, thereby impacting on their own ability to gain full benefit from the stores.
- 3.3 Late returns will include any return made after the agreed date and time. They will also include instances where equipment is not returned in good, clean working order, such that significant time is required in preparing it for restocking (thereby removing it temporarily from circulation).
- 3.4 In all cases of late return, fines will apply to the SiSo account of whoever placed the reservation. The University cannot enter into negotiations where it is felt there is a case for collective responsibility of late return. The individual will need to independently undertake such negotiations with their peers.
- 3.5 The level of fine will be reviewed annually, and approved by University Management Team. Fines for academic year 2016/17 will be as follows:

Fines and Charges Table

Fee Level	Initial Charge	Subsequent Charges (per 24 hrs)
Late Return: Items valued under £100	£5.00	£2.50
Late Return: Items valued £100 - £1000	£10.00	£5.00
Late Return: Items valued over £1000	£20.00	£10.00
Late Return or non-collection: Room Keys	£5.00	£2.50

Initial Charge: Levied immediately upon late return

Subsequent Charges: Levied per 24 hour period, or part thereof, beyond first 24 hour period

- 3.6 In cases where several items are returned late, fines will be calculated based on the most expensive charge. Individual item fees will not be added together and charged daily.
- 3.7 Fines continue to accrue on a daily basis, in accordance with the published table. This includes weekends and University closure periods. It is the borrower's sole responsibility to ensure that items are returned prior to any such closure; and/or to make arrangements to borrow items over a weekend / closure period if required.
- 3.8 The fine continues to accrue on the basis outlined in para 3.5 until:
 - a) it has been paid; or
 - b) it has reached the replacement value of the item, in which case the item is deemed to be lost, and the borrower is charged the replacement value; or
 - c) it reaches £500, which is the maximum value of any accrued fine, in accordance with the University policy on restitution: payment of damages.
- 3.9 Payment should then be made via the AUB Store, by following the hyperlink contained within the fine notification email.
- 3.10 If a student wishes to appeal against a fine for late return, he/she should first contact the relevant Senior Technician within 14 days of the original due date of return, explaining the reasons for the appeal. The Senior Technician will consider the case and determine whether the student has reasonable grounds for appeal (ie can make a plausible case which is supported by some evidence). If the Senior Technician allows the appeal, the student must make a formal appeal in writing directly to the appropriate Faculty Technical manager. However, given the need to ensure that equipment is available to students when they need it, it will be unusual for a fine for late return to be waived. If the Senior Technician does not allow the appeal, as there is no prospect of success, the fine will stand.

The decision of the Faculty Technical Manager is final.

- 3.11 After 14 days, the account will be passed to Finance for collection. At this point the student will be barred from AUB resources, including email and IT and Library as well as equipment, until it is **paid in full** or a payment plan has been agreed. If the fine remains unpaid, a student may be barred from teaching and assessment; for final year students, this may result in them not being able to graduate.
- 3.12 If a piece of equipment is returned damaged, or if equipment is deemed to be lost, the University's policy on *Restitution: payment of damages* will apply. If any member of University staff has reason to believe that the damage / loss was deliberate, or may have been the result of negligence, this will automatically be referred for consideration as a case of Serious Misconduct under the University's Student Disciplinary Procedure.
- 3.13 Students who persistently accrue fines may be considered to be treating the University, and their fellow students, disrespectfully. The Senior Technician or Course Leader may initiate disciplinary action against such students, under the University's Student Disciplinary Procedure.