

# LOCKER USE TERMS AND CONDITIONS

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## 1. PURPOSE

The purpose of this protocol is to set out the requirements for locker usage at Sheridan.

## 2. APPLICATION AND SCOPE

These Terms and Conditions apply to all users of Sheridan lockers (“User”). The use of a locker constitutes an agreement on the part of the User to abide by these Terms and Conditions and the Locker Use Agreement signed by the User.

## 3. TERMS AND CONDITIONS

Sheridan is a private property, and all locker usage is by permission only. As such, any damage to the locker will be the User’s responsibility.

Sheridan explicitly reserves the right to:

- Control locker usage through enforcement of these Locker Use Terms and Conditions and the signed Locker Use Agreement and any additional associated procedures, all of which may be amended from time to time;
- Restrict the usage of any locker;
- Redirect locker assignment as required;
- Inspect and/or access a locker in certain circumstances as is more particularly out in detail below in Sections 3.2 and 3.3 and/or
- Inspect any locker without justification where Sheridan has reasonable suspicion of wrongdoing relation to the contents of the locker (see also section 3.3 below).
- Follow appropriate procedures that are enabled based on the student’s violation.

### 3.1. USER AGREEMENT

The User agrees to occupy only the locker assigned by Sheridan. Locker assignment will be made only following submission and approval of a completed Locker Use Agreement and proof of purchase (receipt form online transaction). Sheridan endeavours to assign lockers appropriately and requests for relocation will be accepted two weeks after the semester has begun, subject to availability.

The User understands that sharing of lockers with other individuals is prohibited. and services (e.g., locker cuts) will only be acknowledged if requested by the registered owner.

The User agrees not to mound or allow to be mounted any sticker, labels, appliques, or similar objects to the exterior or interior surfaces of the locker. The User agrees not to

place, or allow to be placed, writing any sort on the external or internal surfaces of the locker. The User agrees that they will not remove or damage the door, shelves, or any part of the structure of the locker. The User further agrees to be responsible for any damage cause to the locker during the rental period, whether structural (remove or damage to shelves, door, floor, etc.) or visible defacing of surfaces (graffiti and stickers) and will be responsible for any repair costs.

The User agrees not to store or place into a locker any flammable or explosive items, firearms, chemical oils, dangerous materials, weapons, illegal drugs, accelerated drinking paraphernalia, candles, incense, or any offensive, hazardous or illegal substances or similar items.

It is the responsibility of the User to notify Sheridan of any problems with or suspicions related to their locker.

Sheridan reserves the right to cancel any locker assignment and remove the lock and contents without notice or warrant in the following circumstances, which include but are not limited to the following:

- Within five (5) days of a User's termination, withdrawal or graduation from Sheridan.
- After the rental expiry date.
- For a false declaration in the Locker Use Agreement.
- For failure to comply with the Locker Use Agreement or these Terms and Conditions.
- In the case of structural emergency (e.g. broken water pipes or electrical line repair).
- Where reasonably required for reasons of campus safety or security.
- Where Sheridan is required to do so by law.

Where a violation of the Locker Use Terms and Conditions has occurred, Parking Services may engage other departments in the effort to address and resolve the matter. Users may be required to remove their belongings from the locker in a situation where Sheridan decides to remove or change the location of the lockers. Sheridan will provide a replacement locker when possible.

### **3.2. FEES AND REFUNDS**

Locker fees are set annually for the academic year (September through August) and fees apply to the use of a locker only. Renters must provide their own lock and assume sole responsibility for any damages to the lock that may be incurred.

A full refund may be granted within the first 10 business days of the semester in which the locker rental period was initiated. No other refunds in whole or in part will apply.

### **3.3. NOTICE TO USERS OF INSPECTION/WIAVER OF RIGHTS**

Sheridan reserved the right to inspect any locker and remove offensive or illegal items. Any such items may be turned over to relevant authorities. Inspections must be based upon probable cause and shall not be arbitrary.

Sheridan is subject to the *Canadian Charter of Rights and Freedoms (the "Charter")*. Section 8 of the *Charter* gives all individuals the right to be secure against reasonable search and seizure. However, use of a Sheridan locker constitutes consent to Sheridan searching a User's locker where Sheridan holds a reasonable suspicion of wrongdoing relating to the contents of the locker, or in the circumstances as described in 3.1. By using a Sheridan locker, the User waives all rights he/she has under section 8 of the Charter as against Sheridan and its employees or agents.

### **3.4. UNAUTHORIZED USE/RECLAMATION CHARGES**

Where locker contents are removed for reasons of structural emergency or safety reasons (as described in 3.1), contents from emptied lockers will be held for reclamation at no charge for a period of 30 days. Following the 30-day period, the contents will be discarded, and Sheridan shall not be responsible for any loss or damage resulting from discarding those items.

In all other cases of unauthorized use as described in 3.1, the lock and locker contents may be removed without notice. Sheridan will not be responsible for any loss or damage resulting from discarding those items.

Two locker clean-out notices will be sent to the registered users. Lockers must be emptied by the user by the end of the rental period. All non-vacated lockers will be emptied by Sheridan Parking & Locker Services. All belongings obtained from lockers will be removed and kept by Sheridan for 10 business days. A \$25.00+tax fee applies for the retrieval of the belongings after the end of the rental period. After 10 business days, belonging obtained from lockers will be disposed of by Sheridan at no liability to Sheridan for any loss or damage to contents. There shall be no obligation on Sheridan to preserve any property or belongings of the User.

### **3.5. LIMITATION OF LIABILITY**

Sheridan is not liable to any User for any losses arising from the use of lockers or damage to items kept in the lockers.

Valuable items are not to be kept in lockers. Users are responsible for the safety and security of their belongings.