

Terms and Conditions for Students for Equipment Loan and Using Production and Editing Facilities

1. Declaration and agreement – mandatory for equipment loan and using production and editing facilities

When you book equipment through the SISO service you are deemed to have confirmed the following:

- You have discussed and agreed all aspects of your project with your staff supervisor / moderator, and have drawn particular attention to any situation in which people or equipment, including a facility, may be put at risk.
- You have told all your project's participants of the above matters, and have taken all reasonable precautions to ensure the safety of those taking part.
- You have all necessary clearances for your project, ensured the Risk Assessment details all locations and that you have discussed any likely problems with your staff supervisor / moderator.
- You have lodged a Risk Assessment – where applicable - with the Faculty.
- During your project you will work in a professional and responsible manner, following established procedures and following the instructions given during demonstrations and training.

All equipment lent to you and use of production and editing facilities and/or equipment by you is subject to these Terms and Conditions, with which you agree to comply by booking through the SISO service. In particular, you understand and agree that:

- **sanctions – as set out later in this document - may apply for late return, loss of or damage to equipment or facilities, including equipment in facilities;**
- **you may need to pay for damaged or lost equipment;**
- **you are not to transfer the equipment or use of a facility to anybody else; and**
- **you are not to use the equipment or a facility for personal, commercial or other purposes not connected to a staff supervisor / moderator approved project.**

Facilities subject to these Terms and Conditions are Faculty of Media & Communication studios, including radio studios, and editing suites. Sections 3 and 4 of these Terms and Conditions do not apply to use of facilities.

Your agreement is between you and Bournemouth University (**BU, we, us**). It will continue until the equipment is returned or, as the case may be, the facility keys are returned as required, and all your liabilities (if any) are settled. The Faculty of Media and Communication is an operational unit of BU.

You should consider taking out insurance to cover loss of or damage to any facilities you use and/or equipment you borrow.

The Faculty's Technical Support Team are available to help with any questions you may have around the practical aspects of equipment loan and facility use. You can ask them in person, by email or phone them. The email address is sgcounter@bournemouth.ac.uk; and the phone numbers are 01202 961358 and 01202 962263.

2. Risk assessment

You must undertake a Risk Assessment for your projects, to comply with legal requirements for health and safety. Please follow the instructions through the booking process, including reviewing any relevant Help Sheets,

in relation to this. If you need further help with this, please contact the Technical Support Team, whose contact details are in section 1 above.

There must be a named staff supervisor / moderator for all location projects or projects using BU production studios or dedicated facilities. The staff supervisor / moderator will assume overall responsibility for the project, and will not approve the loan, the call sheet or the Risk Assessment until satisfied that a suitably controlled and safe system of work has been devised and agreed.

Often the "risk" will be minimal, but you must discuss all aspects of your project with the staff supervisor / moderator. This may include matters such as misuse of equipment, lone working, electrical safety, terrain, and special clothing, and any risk to the general public or arising in public areas.

Please note that use of explosives, fireworks, any other pyrotechnics including smoke machines, firearms, replica firearms, anything that may constitute a weapon, motor vehicles, boats and other watercraft, diving equipment, and any form of aircraft (including drones) must be treated as special cases. Sometimes this is because failure to comply with applicable law may lead to the arrest and prosecution of the persons concerned. In other cases it is simply because of the heightened risk, which needs particular discussion with the staff supervisor / moderator. You must get permission from the staff supervisor / moderator for any of these activities, and comply with any conditions attached to permission.

For further advice, please contact the Faculty's Health & Safety Co-ordinator who will be pleased to help.

3. Location

Always make sure you have discussed your location details and Risk Assessment with your staff supervisor / moderator and agree that you are both satisfied that everything has been done to ensure your safety and the safety of others.

When recording on private property you must get the landowner's written permission and find out from them any safety hazards. You must not sign an indemnity form for the use of the property without your Programme Tutor or the Faculty Technical Support Team Manager consulting BU's Insurance Officer.

If you are recording in public spaces and, in particular, if the Risk Assessment raises concerns about public safety, you will need to check the local authority and police requirements. You must take care, and ensure that others working on your project take care, not to obstruct the highway, not to disturb farm animals or wildlife or to cause a nuisance or danger to any member of the public. Permission will usually be required if you are going to obstruct a highway, film any scenes that might involve disturbance or violence or be described as an 'event', or film in a very busy or sensitive location. The relevant local authority can provide further guidance, normally through their events or communications teams.

Outside Great Britain

Your Programme Tutor and the Faculty's Technical Support Team Manager (or deputy) must jointly approve all location recording outside Great Britain before you travel overseas. Please note that Great Britain does not include the Isle of Man, the Channel Islands or Northern Ireland.

Students wishing to travel overseas on BU business are required to register on the All Risks travel insurance available from BU. You must also provide details of the insurance you have taken out for the equipment: **you must not take the equipment outside Great Britain without insurance.** Further details are available from the Technical Support Team in the Faculty, whose contact details are in section 1 above.

If you intend travelling outside the United Kingdom (Great Britain and Northern Ireland) with equipment, you will be required to produce a Carnet. The Carnet request forms part of our booking arrangements. A Carnet is a document providing equipment details including make, model, serial number, and the approximate value of each item of equipment you will be carrying. You may be required to provide this to HMRC officers on demand. **You are responsible for any import or export duties that may apply when you take the equipment overseas or return to the United Kingdom.**

For overseas travel you will normally be issued with the our travel equipment, which may, but will not necessarily, incorporate some protection against transit damage.

Aircraft

Unless approved generally in advance by the Faculty's Technical Support Team Manager (or deputy), for example in relation to equipment in specific flight-suitable cases, or directed by the travel operator, **you must take any equipment overseas in the cabin, not as checked baggage**, since the equipment is more liable to damage in the hold. **The same rule applies to any domestic flight.**

4. Late collection or return

A lot of media work requires good organisation, teamwork and keeping to deadlines. During term time our resources are in constant use. Scheduling of equipment and facilities is critical, and the success of the loan system relies on you returning equipment and facilities on time.

Failure to return borrowed equipment or vacate facilities properly when you should may mean other students or staff will not be able to complete their tasks. Please consider the impact of your lateness or untidiness on others. There may also be consequences for you, as explained below.

Equipment booked for collection will only be available for 5 days from the booked time. After this we will cancel your booking and you will have to re-book.

If, for any reason, you cannot return equipment by the due date, please contact the Faculty Technical Support Team as soon as possible and let us know. (Contact details are on the item identification sticker applied to all our equipment and in section 1 above.) We may be able to extend your booking, or make alternative arrangements for equipment to be made available to the next user, but it is important that you do make contact so the kit and yourself are not treated as missing.

Charges for late return - general

We buy equipment to try to meet academic need. We may need to buy more equipment to deal with unavailability due to late return. To deal with this in a generalised way, **subject to consideration of any mitigating circumstances, we will charge you for returning equipment late.** An overdue reminder will be sent by email to your BU email account, followed by two further reminders.

If you have not returned the equipment within 25 working days after the date the first overdue reminder email was sent, the matter will be referred to BU's Finance department. Ultimately, our Finance department may seek to recover the full cost of replacement equipment from you. Normally this will be from when we order replacement equipment. Where we don't order new equipment, you will still be liable to us for the market value of the asset (as we may reasonably assess) of which your non-return has deprived us. We reserve our right to treat non-return as theft and refer the matter to the police, as well as taking civil action against you.

Late return fee accrual and payment procedure

Late return fees are either set out below or notified to you when you borrow the equipment. **Late return fees run at a daily rate. They start on the date of the first overdue reminder email and end on the return day, including that day.** Except for keys, the fee for a particular piece of equipment will be capped at the cost of replacing the equipment, as nearly as may be reasonably practicable, bearing in mind the intended function, with changes in specification.

Fees for items returned late:

- Full production camera kits (BU purchase cost £5001 or more) - £50.00 working day;
- Mid-size recording equipment, including DSLR, complex audio recorders and mid-size camera kits (BU purchase cost £1500-£5000) - £20.00 working day
- Single item recording equipment (BU purchase cost up to and including £1499) - £10.00 working day

- Other loan items from the Support Desk, such as cables and adaptors and including keys - £5.00 working day.

The cap for keys will be the greater of:

- £30.00, representing a £5.00 key cost plus a £25.00 administration charge for dealing with interim operational and/or security issues, ordering a replacement key and re-stocking it; and
- the cost, reasonably deemed necessary by the Technical Support Team Manager for operational or security reasons, of replacement locks and keys, including fitting.

Following return the Technical Support Desk will issue an invoice for the late return fee. A note of the fee owing will be placed on your user account.

If you do not pay the invoice issued by the Technical Support Desk within 15 working days, you will normally then receive a central BU invoice recorded against you on BU's central finance systems as outstanding. The Technical Support Team Manager (or delegated officer) may agree with you to defer issuing this central BU invoice. If you think you have good reason to justify a deferral please contact the Faculty Technical Support Team as soon as possible after you receive the Technical Support Desk invoice (contact details are in section 1 above). The deferral decision is at the discretion of the Faculty Technical Support Manager (or delegated officer), who will act reasonably in considering your request. If you are not happy with the deferral decision, you can complain under the Student Complaints Policy and Procedure (see section 8 below).

Fees will cease to run from the time you return the equipment, but return of the equipment will not release you from any fees then due. To minimise your potential liability, you should return equipment even if you may have difficulty paying the fee at the point of equipment return.

You will need to visit the Cash Office on either campus to pay the Technical Support Desk invoice, since payment is not dealt with at the Technical Support Desk for security reasons. Once you have paid that invoice, you will need to return to the Technical Support Desk with your receipt, so that the note of fee owing can be cleared from your user account.

After issue of the central BU invoice or other referral to BU's Finance department, whether for non-return or non-payment, you will need to deal with the Finance department directly. If you are likely to have any difficulty paying the invoice in a lump sum, you should contact the Finance department as soon as possible to see if payment by instalment will be possible. The decision made about paying, or repayment plans for, any debts is at the discretion of the Director of Finance and Performance and /or a delegated officer. You may complain under the Students Complaint Policy and Procedure if you disagree with any such decision (see section 8 below). If you do not keep up payments under a repayment plan the debt will immediately become payable in full.

If you do not agree with the debt, you should contact the Finance helpline on 01202 961600 or email fees@bournemouth.ac.uk as soon as possible, providing full details of why you do not agree. If the dispute is not resolved, you can complain under the Student Complaints Policy and Procedure (see section 8 below).

If our Finance department refers recovery of the fee to BU's external solicitors and/or debt collection agents, you may also be liable for extra costs incurred because of any enforcement action taken. These costs could include interest, debt collection agency fees, search fees and legal costs.

Outstanding fees and unreturned equipment – restriction of further borrowing

Subject to consideration of mitigating circumstances, you will not be able to borrow any further equipment while:

- any fee remains unpaid for more than 14 days; or
- any equipment overdue by more than 14 days remains unreturned.

5. Equipment loss or damage and failure to leave facilities in orderly condition

You are responsible for the equipment you borrow, the facilities you use and the equipment in those facilities. You must do all that you reasonably can to ensure the safe return, undamaged of loan equipment and that facilities and their equipment are handed back undamaged and in a state fit for the next user.

Faulty or damaged equipment issued to you

Equipment in the Faculty's store is checked for condition and usability before issue. So, it is highly unusual for there to be any problem with equipment issued to you. Our working assumption is that equipment issued to you is in good condition and fully functional.

You must check the equipment as soon as you practically can after we issue it to you (this includes visually inspecting it when issued). We appreciate that to test certain features you may need to set the equipment up away from the loan desk.

You must let the Technical Support Team in the Faculty know as soon as you notice a problem with the equipment. Contact details are on the item identification sticker applied to all our equipment and also in section 1 above. You should be prepared to return the equipment immediately to the Faculty for repair or replacement.

Care of equipment, including that in facilities

Always be careful when using BU equipment. Never leave equipment unattended when in use and always store equipment away safely and securely at other times.

You must take reasonable care to avoid damaging equipment, particularly with food and drink, and for loan equipment extreme weather conditions and difficult environments, for example beaches where both salt and sand risk damaging equipment.

You must not loan, sub-let or otherwise transfer possession of loan equipment or a facility to any other person, even if that person has booked the equipment or facility. Passing equipment or facility keys directly to another student is not a proper handover of responsibility and you will remain fully responsible for proper and timely return of the equipment or keys. Even if equipment or the facility is returned on time in these circumstances, we may take action under the Student Disciplinary Procedure if you have breached this rule. This is because your action will, potentially, have put BU's equipment at risk.

Please let the Faculty Technical Support Team Manager know as soon as possible if you lose (which includes the item being stolen from you) or damage equipment on loan to you or that you use in a facility. You must provide a written report, providing full details of the incident.

You must report any theft of equipment to the police in the area where the theft is thought to have occurred. You should normally report online or use the non-emergency 101 number. If you are given a police report, please provide it as part of your written report to the Faculty Technical Support Team Manager.

Following equipment return, the Faculty School Technical Support Team will check it for serviceability and maintenance prior to re-issue. Return does not imply our acceptance that there has been no damage to the equipment issued to you.

Lost items

You may have to pay for a replacement if you lose an item of equipment (which includes the item being stolen from you). If equipment is no longer available, replacement equipment will be that with a specification as near as may be reasonably practicable, bearing in mind the intended function. **You should consider taking out insurance up to the prevailing value of our insurance excess for lost or damaged items, since some of the equipment has considerable value, which you may find difficult to pay.** Our current insurance excess is £2750.00.

We will consider all the relevant circumstances before deciding whether you need to pay for a replacement item. We may decide that you only need to pay for part of the cost, or none at all in certain exceptional circumstances. Lack of insurance will not, however, be a relevant factor.

Damaged items, including damage to equipment in a facility

The same basic position applies to damaged items. Up to our prevailing insurance excess of £2750.00, you may have to pay for repair, or replacement if repair is not practicable, which will include circumstances where:

- repair would cost more than replacement;
- we reasonably consider repair is unlikely to be satisfactory to future users, including any increased likelihood of future failure of equipment; and
- parts availability would lead to the equipment being out of service for what we reasonably consider to be an excessive time.

We will consider all the relevant circumstances before deciding whether you need to pay for a repair or replacement item. We may decide that you only need to pay part of the cost, or none at all in certain exceptional circumstances. Lack of insurance will not, however, be a relevant factor.

If the Faculty's Technical Support Team can undertake repair work, we will charge you £25.00 per hour for labour and parts at cost to BU.

Third-party repair will be charged to you at cost to BU (including diagnostic costs), plus a £50.00 administration charge. The administration charge is for the initial assessment; identification of third-party repairer; administration in getting item to and from the third party; and paying the third-party invoice. In certain exceptional cases, it may be that a third-party repairer to whom we have sent an item of equipment determines it is not repairable. In those cases, you are still potentially liable for the cost of replacement, up to the cap. If we determine this is to be charged to you, in whole or part, we will not seek to recharge the third-party diagnostic costs or the administration charge.

Again, to avoid putting yourself in a difficult financial position, **you should consider taking out appropriate insurance.**

Failing to return a facility in a state fit for reuse

As noted in section 4 above, if you don't vacate facilities properly when you should other students or staff may not be able to complete their tasks. So, please consider the impact of your actions lateness or untidiness on others.

We reserve the right to charge you for the time spent in putting the facility back into the state in which you should have left it according to its standard operating procedures. We will act reasonably in exercising our discretion, accepting that there are occasional failures due to distraction or simple oversight for which we should not take action.

You will, if applicable, be charged the time spent by Faculty staff in restoring the Facility to its proper state at £25.00 per hour. Alternatively, you may be subject to disciplinary action as explained in section 6 below.

Where you are to be charged for loss or damage or time spent in restoring a facility to the condition it was provided for use

The Faculty will email you the sum to be charged. A central BU invoice from BU's Finance department to the last address we have on file for you will follow.

If you are likely to have any difficulty paying the invoice in a lump sum, you should contact the Finance department as soon as possible to see if you will be able to pay by instalment. The decision made about paying, or repayment plans for, any debts is at the discretion of the Director of Finance and Performance and /or a delegated officer. You may complain under the Students Complaint Policy and Procedure if you disagree with any such decision (see section 8 below). If you do not keep up payments under a repayment plan the debt will immediately become payable in full.

If you do not agree with the debt, you should contact the Finance helpline on 01202 961600 or email fees@bournemouth.ac.uk as soon as possible, providing full details of why you do not agree. If the dispute is not resolved, you can complain under the Student Complaints Policy and Procedure (see section 8 below).

Otherwise, if you do not pay the invoice sum by the stated date, we may refer the debt for collection. This may result in court action being taken against you to recover the debt. If our Finance department refers recovery to BU's external solicitors and/or debt collection agents, you may also be liable for extra costs incurred because of

any enforcement action taken. These costs could include interest, debt collection agency fees, search fees and legal costs. If the matter goes to court and judgment is against you, the County Court Judgment recorded against you may harm your credit rating.

6. Withdrawal of loan privileges and disciplinary action

In exceptional cases, if you have a track record of damaging, losing or failing to return items we may decline to loan equipment to you. We will consider your needs against the needs of other students, in particular the likelihood that a loan to you may result in equipment becoming unavailable to others. Normally, however, the Student Disciplinary Procedure will deal with repeated abuse of the loan facility - for more information, see the Student Disciplinary Procedure (www.bournemouth.ac.uk/thelegal-bit, under Conduct and Welfare).

For facilities, any single significant abuse or repeated minor abuse may lead to restriction on your ability to book the facility. As with equipment loan, we will consider your needs balanced against those of other students, in particular the effect your behaviour may have on their ability to use the facility for their education. Normally, however, we will deal with such cases under the Student Disciplinary Procedure - for more information see the link above.

We will normally warn you in advance if we are considering withdrawal of loan privileges or restriction of ability to book a facility.

7. Using your personal data and communicating with you about your loan, including any fees

Data that you input into the SISO system may be shared with SISO (TechEthika Limited, company number 5994955) to enable provision of this service. We may also share your personal data with any third party to whom we refer debt collection.

It is important you keep your address details up-to-date, via the student portal, so that you receive communications about your loan, including any fees or other charges.

- Electronic communications will normally be sent to your BU email address. However, we, and any party to whom we refer debt collection, may send electronic communications to any private email address you have supplied to us. We expect you regularly to check your BU email address for messages.
- When communicating with you about charges, we will normally post letters to your term-time address during standard term times and to your home address at other times. However, we, and any party to whom we refer debt collection, may send letters to either or both addresses where believed appropriate.

For more information on use of your personal data please see the BU information on data protection, available here: <https://www1.bournemouth.ac.uk/about/governance/access-information/data-protection-act-1998-dpa-and-privacy-policies>.

8. Complaints

If you have a complaint about the equipment loan, including any charge for late return, loss or damage, please follow the procedure in our Student Complaints Policy and Procedure (see www.bournemouth.ac.uk/the-legal-bit, under Complaints).

Most complaints can be resolved by an informal discussion with an appropriate member of staff. You should start by raising the matter with the Faculty's Technical Support Team Manager. You need to provide evidence, which should be as detailed as possible, to enable investigation. If your complaint is not resolved informally, you should complain within one month by email to the Faculty's Director of Operations. We will not normally

consider a complaint you make later than this. We will not apply sanctions or take action to recover a debt while we deal with your complaint.