

Locker Policy

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Responsible director:	Chief Education & Training Officer/Dean of Postgraduate Studies
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Locker Policy

1 Introduction

- 1.1. The Directorate of Education & Training at the Tavistock & Portman NHS Foundation Trust provides lockers for all current students to store personal belongings securely.
- 1.2. These terms and conditions govern the access to and use of student lockers at the Tavistock & Portman NHS Foundation Trust (the “Trust”). These Terms and Conditions only apply to the student lockers located in the portacabin on the ground floor and do not apply to standard lockers wherever located on Trust premises.
- 1.3. In using the Locker, the User agrees to comply with and abide by these terms and conditions.

2 Interpretation

- 2.1. “**Locker**” means any locker located in the portacabin on the ground floor at the Trust that is accessible to students.
- 2.2. “**Student**” means any individual enrolled on a Directorate of Education & Training (DET) programme of study, whether long or short.
- 2.3. “**User**” means any student who, subject to this policy, uses a locker.

3 Eligibility

- 3.1 Only students of the Directorate of Education & Training are permitted to be Users and to access and use the Lockers.

4 Availability

- 4.1 All lockers are DAY lockers and are available on a first-come, first-served basis. There is no guarantee that a Locker will be available to a User at any given time.
- 4.2 The Lockers shall at all times remain the property of the Trust and Users shall not acquire any property rights in the Lockers.
- 4.3 There is no charge for access to and use of a Locker, but Users must insert a returnable £1 coin to remove the key.

5 Use

- 5.1 The Locker will be available to the User on a daily basis. At the end of each day, the User must collect all items stored in the Locker.
- 5.2 The Locker must only be used by the User for the purposes of storing personal belongings and for no other purpose.
- 5.3 The Locker shall not be used for storage of any materials deemed to be inappropriate by the Trust including without limitation illegal or offensive materials, perishable items, valuable items or articles belonging to anyone who is not a Student of the Trust.
- 5.4 Access to the Locker will be dictated by the opening hours of the Trust. Outside of these hours, the Locker will not be available, and the Trust will not be liable to the User for the User being unable to access the Locker.
- 5.5 The User must keep the Locker in a good and clean condition and 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 the Head of DET Operations. The Trust 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.
- 5.6 Users shall comply with all relevant Trust rules, regulations, and Codes of Conduct in their use of the Lockers. If the User breaches this policy, it will be treated as a disciplinary matter in addition to any potential criminal or civil action.
- 5.7 The Trust shall be entitled to routinely access the Locker at all times and without notice to the User for the purposes of security, maintenance and repair, ensuring and auditing compliance with this Policy and all other purposes deemed necessary to the Trust.

6 Termination

- 6.1 A User's right to access and use a Locker shall automatically cease when the User ceases to be enrolled as a Student of the Trust.
- 6.2 The Trust may immediately terminate a User's access to and use of a Locker if the User is in breach of these terms and conditions.
- 6.3 The Trust will normally give a User notice of termination or expiry of their right to use a Locker in writing by email to the email address held on the student records system.
- 6.4 On expiry of the right to use the Locker

- 6.4.1 The User will be permitted to access the Locker on one occasion in order to remove its contents but will thereafter be unable to access a Locker.
 - 6.4.2 The User shall immediately remove all contents from the Locker.
 - 6.4.3 If a User does not empty the locker prior to expiry of the specified period of use, the Trust will be permitted to automatically suspend the User from accessing the Locker.
- 6.5 If, on termination or expiry of use of a Locker, the User does not remove all items from the Locker, the Trust reserves the right to access the Locker and remove any items. If the Trust does so, any items removed from the Locker will be passed to the Academic Hub and will be dealt with in accordance with the Lost and Found Property process.

7 Liability

- 7.1 If the Trust fails to comply with these Terms and Conditions, the Trust will only be responsible for loss or damage that the User suffers that is a foreseeable result of the Trust's breach of the Terms and Conditions or its negligence. The Trust is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Trust's breach or if it was contemplated by the Trust and the User at the time we entered into this contract.
- 7.2 The Locker is made available only for personal and private use. The User shall not use the Locker for any commercial or business purpose. The Trust has no liability to the User under any circumstances for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 Items stored in the Locker are entirely at the User's risk. The Trust shall not be responsible 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 the Trust.
- 7.4 Without prejudice to clauses 7.1 and 7.2, the Trust's total liability to the User, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £500.

8 Disciplinary Matters

- 8.1 Notwithstanding any other provision in these Terms and Conditions, where the User's conduct in relation to the use of a Locker is considered by the Trust to be in breach of Trust rules, regulations and codes of conduct, the Trust may invoke the Student Conduct Concerns Procedure.

9 Events Outside Our Control

- 9.1 The Trust will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms and Conditions that is caused by any act or event beyond the Trust's reasonable 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.
- 9.2 If an event outside the Trust's Control takes place that affects the performance of the Trust's obligations under these Terms and Conditions:
- 9.2.1 The Trust will contact all Students as soon as reasonable possible to notify them.
- 9.2.2 The Trust's obligations under these Terms and Conditions will be suspended and the time for performance of its obligations (principally making access to and use of the Locker available to the Student) will be extended for the duration of the event.

10 Other important terms

- 10.1 No-one other than the User and the Trust shall have any rights to enforce these Terms and Conditions.
- 10.2 Each of the paragraphs of these Terms and Conditions 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.
- 10.3 If the Trust fails to insist that the User performs any of their obligations under these Terms and Conditions, or if the Trust does not enforce its rights against the User, or if the Trust delays in doing so, that will not mean that the Trust has waived its rights against the User and will not mean that the User does not have to comply with those obligations. If the Trust does waive a default, it will only do so in writing, and that will not mean that the Trust will automatically waive any later default by the User.
- 10.4 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the jurisdiction of English Courts.

11 Associated documents¹

- Lost and Found Property Process

¹ For the current version of Trust procedures, please refer to the intranet.

12 Equality Analysis

Completed by	Isabelle Bratt
Position	Head of DET Operations
Date	28th April 2023

The following questions determine whether analysis is needed	Yes	No
Does the policy affect service users, employees or the wider community? The relevance of a policy to equality depends not just on the number of those affected but on the significance of the effect on them.		X
Is it likely to affect people with particular protected characteristics differently?		X
Is it a major policy, significantly affecting how Trust services are delivered?		X
Will the policy have a significant effect on how partner organisations operate in terms of equality?		X
Does the policy relate to functions that have been identified through engagement as being important to people with particular protected characteristics?		X
Does the policy relate to an area with known inequalities?		X
Does the policy relate to any equality objectives that have been set by the Trust?		X
Other?		X

If the answer to *all* of these questions was no, then the assessment is complete.

If the answer to *any* of the questions was yes, then undertake the following analysis:

	Yes	No	Comment
Do policy outcomes and service take-up differ between people with different protected characteristics?			
What are the key findings of any engagement you have			

undertaken?			
If there is a greater effect on one group, is that consistent with the policy aims?			
If the policy has negative effects on people sharing particular characteristics, what steps can be taken to mitigate these effects?			
Will the policy deliver practical benefits for certain groups?			
Does the policy miss opportunities to advance equality of opportunity and foster good relations?			
Do other policies need to change to enable this policy to be effective?			
Additional comments			

If one or more answers are yes, then the policy may be unlawful under the Equality Act 2010 –seek advice from Human Resources (for staff related policies) or the Trust’s Equalities Lead (for all other policies).