



General Terms and Conditions MTSC – Equipment Rental

Sec. 1 General Guidelines

The following rules apply to anyone taking advantage of the services offered by the Media Technology Service Center (hereinafter referred to as “MTSC”).

In other words, the rules apply equally to students, lectures and staff members.

(1) Competencies of the MTSC

The primary responsibilities of the MTSC include:

- Equipment rental
- Maintenance of the following labs:
 - Video Studio
 - Postpro Studio
 - Audio Lab
 - Audio Studio(s)
 - Multimedia Lab
 - Interactive Media Lab
 - Usability and Consulting Labs
 - Photo Studio
 - Photo Lab
- Equipment maintenance and repairs

The MTSC is not responsible for computer rooms, seminar rooms, etc. These are within the competence of the service unit IT & I which can be contacted at support@ustp.at.

(2) Application Areas of Equipment and Labs

The equipment rental service is available for the following purposes ranked by priority:

1. For use in courses whose teaching goals include the handling and use of certain equipment.
2. To carry out research and practice projects of the St. Pölten UAS.
3. For students to carry out project work within the framework of their studies.
4. To deepen specialist knowledge acquired in courses by training with the equipment (PLEASE NOTE: subject to prior approval by the MTSC!).

We pursue no commercial goals whatsoever with the equipment but specialise in teaching and research. Please refrain from renting equipment under false pretences!



(3) User Groups, Access Rights

(a) Both equipment and labs may only be used by persons with experience in handling the devices or under the guidance of adequately trained persons.

The equipment rental service as well as the labs are available to the following groups in particular:

- Students and lecturers of the study programmes Media Technology and Digital Media Technologies
- Students and lecturers of the further education programmes in the Department of Media and Digital Technologies
- Staff members of the IC\M/T (Institute of Creative\Media/Technologies)

(b) The rental of equipment to students and staff members of other study programmes, institutes or units of the St. Pölten UAS have to be authorised by the MTSC.

(c) It is not possible to rent equipment to external persons or companies.

At the beginning of every semester, it is documented in the online rental system who may rent what and for how long. Prior to logging in, all available equipment is displayed. Once logged in, users can see only the equipment that they themselves are authorised to rent.

Prior to logging in, all available equipment is displayed. Only after logging in using the student registration number (Matrikelnummer), the selection is restricted depending on the authorisation.

We provide equipment for teaching and research in the Department of Media and Digital Technologies.

(4) Communication

Information concerning the equipment rental service is announced on the homepage of the online rental system:

<https://verleih.ustp.at>

Any enquiries (reservations, damage reports, authorisations, etc.) are to be sent by e-mail to

verleih@ustp.at

and will be automatically forwarded to the responsible persons.

For short-term notifications of delays, please contact us during rental opening hours under the following number:

[+43 \(2742\) 313 228 623](tel:+432742313228623)



Sec. 2 Equipment Bookings

All groups of persons indicated in Sec. 1 (3) are authorised to rent equipment for the purposes referred to in Sec. 1 (2). Devices belonging to the standard equipment of labs cannot be rented.

Lab equipment must not be removed, not even "borrowed" for a short period of time. This always requires prior authorisation.

(1) Rental Opening Hours

The opening hours of the rental service may be found in the online rental system at <https://verleih.ustp.at> and are binding for students.

Equipment is to be returned in the first half of the rental hours. Equipment can only be issued in the second half after successful return.

An example:

Rental times Wednesday: 15:30 – 16:30

Return of equipment: 15:30 – 16:00

Issue of equipment: 16:00 – 16:30

(2) Bookings by Students

(a) Students have to book their equipment in the online rental system at <https://verleih.ustp.at> no later than one day before the beginning of their desired booking period.

(b) A valid and comprehensible intended purpose has to be indicated for every booking including the name of the project, the accompanying course, and the responsible lecturer. The place of use is to be specified as well.

(c) Bookings are binding!

(d) The equipment, the period during which bookings can be made, and their duration are defined in the online rental system and are binding. Equipment that users cannot see in the online rental system after logging in with their user name and password cannot be booked. Users can, however, send a special request to the MTSC and explain their need by referring to Sec. 2 (3)(b). **For special requests regarding a longer rental period, please include a confirmation of need signed by the lecturer of the course that the equipment is needed for. Special requests for equipment belonging to higher authorisation levels require an additional clearing by**

Please make sure to enter all required information in the intended purpose field and be fair when it comes to the scope and duration of your booking. Your fellow students will thank you for it and it may keep you from receiving a warning.



the responsible lab head who is to verify the applicant's necessary experience level.

(e) In case of bookings that exceed the reasonable extent, users have the possibility to carry out these bookings with the approval of the responsible lecturer pursuant to Sec. 2 (3).

(f) Bookings can be cancelled no later than by 23:59 of the calendar day preceding the start of the booked period .

(3) Bookings by Lecturers and Staff Members

(a) Lecturers and staff members can also book equipment via the online rental system. In addition, they have the option to have the MTSC make bookings on their behalf.

(b) To do this, equipment lists including the following information have to be sent to by e-mail to verleih@ustp.at no later than two weeks prior to the start of the reservation:

- Equipment name and designation according to the online rental system
- Date and time (from X to Y) when the equipment is needed
- Place and time that the equipment will be picked up or should be made available

(c) For booking labs, please contact the UAS course planning unit (lvplanung@ustp.at).

Almost all students are authorised to make bookings up to two weeks beforehand. In order to make sure that booking times do not overlap, bookings should not be made later than two weeks before the equipment is needed.

To be on the safe side, it is best to send a complete list including all course times at the beginning of the semester.

(4) Duty of Care

(a) Every user of the equipment rental service is to take care that all bookings are correctly entered into the online rental system.

(b) Upon successful booking, users are therefore advised to check all confirmation e-mails and the overview of their own bookings as displayed in the online rental system.

(c) In case of doubt, the current entries in the online rental system apply. The MTSC does not assume liability for missing or incorrect bookings.

Everyone does their best to work carefully and diligently but errors can always happen. Always check twice – better safe than sorry!



(5) Costs

The use of the equipment rental service is free of charge for all groups of persons referred to in Sec. 1 (3) as long as the terms and conditions defined herein are observed. In case of violations, the MTSC reserves the right to impose the fines referred to in Sec. 5.

We are not trying to make money. We only want to make sure that our equipment is treated carefully so that it remains unharmed and can be used for as long as possible.

Sec. 3 Issue and Return

The point of issue and return is the MTSC on the 3rd floor of the St. Pölten UAS (building A).

(1) Access to the MTSC

Access is granted exclusively to the following groups of persons:

- MTSC staff members
- Persons responsible for the labs
- All assistants whose area of responsibility includes the equipment rental service
- Lecturers who require access within the framework of courses or projects (upon arrangement with the MTSC)

Students can enter the MTSC only in the presence of an authorised person.

Anyone may need something at short notice, and it is nobody's intention to make a mess or forget to put things back in their right place. Still, it happens again and again, which is why we cannot allow everyone in.

(2) Issue without Booking

Issue without booking is possible for equipment that is not listed in the online rental system, and for items borrowed at short notice that will definitely be returned before the beginning of the next rental period.

In these cases, the borrowing person needs to leave the following information on the board:

- Name / student registration number
- Borrowed items
- Return date



(3) Issue with Booking

- (a) Items are always issued during the second half of the rental hours (see Sec. 2 (1)).
- (b) Items can be issued only by MTSC staff members as well as assistants whose responsibilities include the equipment rental service.
- (c) During issue hours, only one person per area can be present in the MTSC.
- (d) Equipment is issued only upon successful booking (see Sec. 2).
- (e) Items are issued only to the persons whose names have been entered into the online rental systems, or to representatives authorised by the former. If equipment is picked up by an authorised representative, the MTSC is to be informed thereof beforehand (by e-mail to verleih@ustp.at or by telephone under [+43 \(2742\) 313 228 623](tel:+432742313228623) at the beginning of the rental hours).
- (f) The equipment is to be carefully examined upon issue. Every damage or deviation from the description displayed in the online rental system is to be reported immediately when the item is issued. The borrowing persons are held liable for any damages or deviations that were not reported.
- (g) When it comes to bookings exceeding a reasonable extent, please contact the MTSC beforehand and arrange a separate issue date (e.g., for large-scale video productions).

We know that there are often waiting times and we are doing our best to handle bookings as efficiently as possible. However, incomplete or clumsily packed returns make life hard for us. Everyone can help make the process smoother by treating the equipment carefully and returning it properly packed. In this way, we can issue it again faster.

There is nothing worse than noticing on set that the camera is defective. Save yourself the trouble!

(4) Returns

- (a) Items are taken back exclusively during the first half of the rental hours (see Sec. 2 (1)).
- (b) Equipment is to be returned in flawless condition and ready for use by the next person. This means that that
- equipment has to be packed properly and in transport-safe condition (e.g., in a disassembled state instead of using force to fit things in; in case of tripods: with the damping deactivated and loosely folded handles, open fixings, etc.).
 - items have to be clean (tape residue is to be removed as well).
 - batteries have to be charged.

Please be on time! Don't keep your fellow students or co-workers waiting.



- memory cards in devices have to be erased (not formatted on the PC).
- cables need to be properly rolled up.
- etc.

Put yourself in the shoes of our assistants who spend a lot of time fixing everything. Surely you wouldn't want to handle broken and dirty items or readjust settings all the time.

(c) Under Sec. 4 (1) and Sec. 5, the persons who borrowed the equipment is held responsible for improperly returned items.

(d) Any damages caused during the rental period are to be reported as soon as they occur, but no later than upon their return.

Please report damages! Your colleagues will thank you for it and nobody has to fear the negative consequences.

(e) Returns are accepted only from the persons indicated in the booking in the online rental system or from authorised representatives. In case an authorised person returns the equipment, the MTSC is to be informed thereof beforehand (by e-mail to verleih@ustp.at or by telephone under +43 (2742) 313 228 623 at the beginning of the rental opening hours).

(f) When it comes to bookings exceeding a reasonable extent, please contact the MTSC beforehand and arrange a separate issue date (e.g., for large-scale video productions).

(5) Passing on Equipment Directly to the Next Person

(a) In the online reservation system, you have the possibility to pass on items directly to the person who made the next valid booking in line by arranging an individual handover location with this person via the system.

You can find this option in the online rental system under the menu item "My Account".

(b) These transfers are to be announced in the online rental system and confirmed by an assistant. The return and new issue on site in the MTSC can be skipped only once both parties have confirmed the handover in the online rental system.

(c) By taking over the equipment, the acquiring party assumes responsibility for the borrowed items and confirms that the latter were taken over in flawless conditions. It is the acquiring party's responsibility to check the items' condition. She/he is held liable for any damages not reported immediately at the time of the handover.



Sec. 4 Cases of Damage

(1) Liability

(a) The St. Pölten UAS assumes no liability for the borrowed items. The borrowed items may be neither rented nor made available to third parties nor modified in any way without the MTSC's approval. In this context, the students shall indemnify and hold the St. Pölten UAS / the MTSC harmless during rental periods, also with regard to third-party claims.

(b) The students are liable for the completeness and flawless condition of the borrowed equipment including any component parts from the time of handover until they are returned to the location of issue.

(c) The students bear the transport risk for moving the borrowing items to and from the location of issue.

(d) Every user of the equipment rental service and labs undertakes to treat the equipment with great care and avoid overusing it beyond the reasonable extent. Every user is obliged to report any occurring damages immediately. In case of damage, the person indicated in the online rental system is held liable. User are not allowed to attempt any repairs on their own.

(e) In case of reasonable safety concerns, the MTSC reserves the right to demand the presentation of a proof of insurance covering the borrowed items and to deny the issue of equipment in the absence of proof.

(f) Working situations, in which the safety of equipment and persons cannot be guaranteed, are to be discontinued. The handling guidelines issued by the manufacturer as well as the maintenance and operating instructions communicated by the MTSC are to be observed.

(g) The MTSC is entitled to obtain access to the borrowed equipment and booked labs in order to check their conditions. If there is reason to suspect that equipment is improperly used, the MTSC has the right to demand the immediate return of said equipment.

The responsibility always lies with the person indicated in the system, regardless of who picks up, returns or uses the items. Please pick out a responsible person for every larger project.

If required, we can issue a copy of the original invoice and help you note down the serial number.



(2) Damage Report

(a) In case of theft, report is to be made to the responsible authority and to the MTSC immediately.

(b) In the event of theft or damage either caused by a person in an employment relationship with the St. Pölten UAS or during a course in the presence or under the supervision of a person working for the St. Pölten UAS, report is to be made not only to the MTSC but also to the UAS service unit Human Resources & Legal Affairs, which will notify the insurance together with the user.

This requires the following information:

- Original invoice and inventory number of the affected item (with MTSC support)
- Replacement invoice (with MTSC support)
- Place, date and detailed description of the incident
- In case of theft, also the theft report by the authorities

(c) Students using equipment independently and under their own responsibility shall be fully liable for the borrowed items and undertake to report any damage to the MTSC immediately and to buy a replacement upon arrangement with the MTSC.

It is up to the student to clarify the potential insurance cover. Reference is made here to existing private liability insurance policies as well as the student insurance cover offered by the Austrian Students' Union.

The insurance of the UAS covers damages to inventoried equipment provided that the damage was caused by an employee. This applies to assistants as well.

This means that you pay the bill yourselves and can then submit it to your insurance.

(<https://www.oeh.ac.at/service/versicherung>)

Sec. 5 (Contractual) Penalties

Violations of the regulations listed here lead to (contractual) penalties and sanctions. For lecturers and staff members of the St. Pölten UAS, such violations are governed by provisions under employment law. This means that lecturers and staff member of the St. Pölten UAS are exempt from (contractual) penalties pursuant to Sec. 5. Such (contractual) penalties under Sec. 5 apply to students, regardless of any employment relationship that these may have with the St. Pölten UAS.

The money collected through penalties is used on the students' behalf.



(1) Contractual Penalties in Case of Delayed Return or Failure to Collect Equipment

(a) In case of delayed returns, a fee of EUR 2 per item and working day is collected starting from the end of the rental period pursuant to Sec. 1. Exceptions are made for justified delays of no more than one hour after the end of the rental opening hours provided that the MTSC is informed thereof by e-mail or telephone in due time either before or during the rental opening hours. In this case, the maximum penalty amounts to EUR 2.

(b) Unclaimed bookings are deleted after the end of the issue period in accordance with Sec. 2 (1). For equipment not picked up despite a valid booking, a penalty fee of EUR 2 per item and booked working day is levied after the end of the issue period under Sec. 2 (1).

(c) The maximum penalty amount is EUR 20 and increases by another EUR 10 with every warning entered according to Sec. 5 (2).

Please refrain from making "preventive" bookings as this is unfair towards others.

(2) Warnings and Suspensions

(a) Violations of the regulations listed in this document – particularly violations pursuant to Sec. 5 (1), improper handling and damage caused by negligence – result in warnings entered in the system.

(b) The Academic Director is informed of the third warning and the student is barred from the equipment rental service for at least one month. In case of a fourth warning, the student is barred from the service for at least two months. In case of a fifth warning, he or she is barred for at least six months.

(c) The student is informed about the duration of the ban and has to request the lifting of the ban by the MTSC after the end of the minimum suspension period. For the duration of the suspension, the student is referred to external equipment rental services for the implementation of study projects.

A ban is valid for the entire system, regardless of the area that the warning was imposed for.



(3) Loss or Damage of Equipment

(a) In case equipment is lost or damaged, the liabilities indicated in Sec. 4 apply. If damages are reported immediately or have occurred despite proper handling within the framework of reasonable wear, the MTSC may refrain from issuing a warning and exempt the borrowing person from liability.

Users are advised to report damages and hope for "goodwill" rather than cause trouble for themselves and future users of the equipment. Also, the sooner we learn about damaged items, the faster we can repair them.

(b) The following penalty fees are levied in case cable fasteners or colour foils are lost:

- Thin cable fastener: EUR 2
- Thick cable fastener: EUR 4
- Colour foil: EUR 5

(4) Improper Return

(a) In case equipment is returned in an improper state as described in Sec. 3 (4)(b), a penalty fee of EUR 1 is levied for every individual item in improper condition.

It is not the assistants' job to clean cables or fold them correctly after they have been returned in a disorderly or dirty state due to laziness or negligence.

(b) For additional working hours caused by improper returns, the person who made the booking is charged a penalty corresponding to the resulting working hours (EUR 10 per commenced hour).