

Parcel Locker User Agreement

This Parcel Locker User Agreement (“Agreement”) is entered into between **The Governing Council of the University of Toronto**, as represented by **University Family Housing (“UFH”)**, and the resident(s) identified below (“Resident”). By opting into parcel locker use, the Resident acknowledges and accepts all terms and conditions below and agrees to comply with the operating requirements of both UFH and Quadient, the third-party service provider.

1. Resident Information

Building:

Unit Number:

Resident Full Name:

Resident Email Address:

Resident Phone Number (Optional):

The Resident acknowledges that the above information is required to provide access to Quadient’s Parcel Locker system (“Parcel Locker System”). The Resident agrees to keep their contact information up to date and to notify UFH promptly of any changes.

2. Collection, Use, and Disclosure of Personal Information

UFH collects the personal information above solely for the purpose of administering access to the Parcel Locker System. UFH shares Resident information with **Quadient**, the third-party vendor responsible for operating the digital locker platform.

By opting into this Agreement, the Resident:

- consents to the collection, use, and disclosure of their personal information for locker access and notification purposes;
- consents to receiving automated email and/or SMS notifications from Quadient; and
- acknowledges they have reviewed UFH’s privacy notice (available on the [UFH website](#)).

3. Scope of Use

1. The Resident may use the Parcel Locker System **solely** for receiving personal parcel deliveries.
2. The following items are strictly prohibited:
 - a. hazardous, flammable, toxic, or pressurized materials;
 - b. illegal items or controlled substances;
 - c. perishable goods (including food items requiring refrigeration);
 - d. items requiring age verification (e.g., alcohol, cannabis).
3. Lockers are intended for **short-term** storage only. Resident must retrieve packages within **14 days** of receiving the first delivery notification.

Use of the Parcel Locker System is also governed by [Quadient's platform terms and conditions](#). By using the locker, the Resident agrees to comply with all applicable Quadient terms.

4. UFH Access to Parcel Lockers

UFH may access any locker, whether or not it contains an unclaimed parcel, under the following circumstances:

1. **Emergency situations** posing a safety or security risk.
2. **Reasonable suspicion of misuse**, including tampering, storage of prohibited items, or odors indicating perishable or hazardous contents.
3. **Maintenance, repair, or system troubleshooting**, including coordination with Quadient.

5. Parcel Pick-Up and Abandoned Items

1. Delivery Notifications (Every 24 Hours):

Once a parcel is deposited into the Parcel Locker by the courier, the Resident will receive an initial delivery notification from the Parcel Locker System sent to the contact information they have provided.

- Quadient will issue **automated reminders every 24 hours** until the parcel is retrieved or until the 14-day pick-up window expires.
- These notifications may differ from the **separate delivery notifications** issued by external couriers. Resident is responsible for relying on the Parcel Locker System notifications for timing requirements under this Agreement.

2. Pick-Up Window (14 days):

Resident must retrieve their package from the Parcel Locker within **14 days of the time they are first notified that the package has been deposited by the courier**, as reflected in the Parcel Locker System timestamp.

- Failure to retrieve the package within this 14-day period will result in the package being deemed **abandoned**.
- Abandoned packages will be **disposed of** and cannot be retrieved.

3. Strikes for Abandoned Parcels:

Each instance where a Resident fails to retrieve their package within the 14-day pick-up window constitutes a **strike**.

- After **three (3) strikes** within a calendar year, the Resident's access to the Parcel Locker System will be **terminated**. A Resident whose access to the Parcel Locker System has been terminated may reapply for access to the Parcel Locker System after 12 months.

4. UFH Not Responsible for Disposed Packages:

UFH is not responsible for, nor has any liability for, any package disposed of due to Recipient's failure to retrieve it within the required timeline.

6. Courier Delivery Limitations

1. Oversized Parcels or Full Lockers:

If a parcel cannot be placed into a locker because it is oversized or all lockers are full, the courier is expected to follow their standard delivery procedure (e.g., delivery to the Resident's unit door).

2. **UFH Not Responsible for Courier Decisions:**

UFH has no control over courier delivery practices, and UFH cannot guarantee that couriers will:

- a. deliver to the Resident's door,
- b. follow building procedures,
- c. make additional delivery attempts, or
- d. refrain from leaving parcels in common areas.

3. **Parcels Left in the Locker Area or Common Spaces:**

In the event a courier leaves a parcel in the Parcel Locker area or other common space due to the inability to use the Parcel Locker system, UFH does not move, secure, store, or deliver such parcels and has no responsibility or liability in respect thereof.

4. **Safety and Fire Code Requirements:**

The Parcel Locker area is located near a building exit and staircase. Parcels left on the floor or in adjoining common areas can create safety hazards or impede emergency egress.

5. **Disposal of Accumulating Parcels:**

If parcels left in the Parcel Locker area or nearby common spaces accumulate to the point where they may create a safety or fire hazard:

- a. In circumstances where the parcels left in the Parcel Locker area or nearby common spaces create an imminent safety or fire hazard, UFH may dispose of unclaimed parcels left in the affected area.
- b. In circumstances where the parcels left in the Parcel Locker area or nearby common spaces do not create an imminent safety or fire hazard:
 - i. UFH will exercise reasonable efforts to issue a building-wide notice providing **two (2) business days' advance notice** that parcels left in the area will be disposed of.
 - ii. After this notice period, UFH will dispose of all unclaimed parcels left in the affected area.
- c. UFH is not responsible for any loss of, damage to, or replacement of parcels left in the Parcel Locker area or other common spaces disposed of by UFH.

6. **Resident Responsibility:**

Resident is responsible for retrieving their parcels left outside of the Parcel Locker System by couriers. UFH is not liable for theft, damage, misplacement, or disposal of these parcels.

7. **Service Availability**

1. The Parcel Locker System may experience outages, maintenance downtime, system failures, or temporary unavailability.
2. UFH does not guarantee uninterrupted access to the system.
3. UFH is not liable for harm or loss arising from system downtime, software malfunction, power failure, or issues caused by Quadient or external couriers.

8. Termination of Locker Access

By UFH

UFH may terminate a Resident's locker access with **7 days' written notice** for any reason, or immediately in the case of:

- misuse or policy violations;
- tampering or intentional damage;
- abandonment of packages three or more times within a calendar year; or
- safety or security concerns.

Upon termination, the Resident must retrieve all packages within **72 hours**; otherwise, packages will be considered abandoned and may be discarded.

By Resident

Resident may opt out of their individual participation in the Parcel Locker service at any time by submitting a written request to UFH Housing Services. A Resident's decision to opt out does not affect any other resident's access to the Parcel Locker System. The request must include Resident's name, unit number, and desired cancellation date.

Upon termination, the Resident must retrieve all packages within **72 hours**; otherwise, packages will be considered abandoned and may be discarded.

Automatic Termination Upon Move-Out

Resident's access to the Parcel Locker System will automatically terminate on their official move-out date, and the Resident will be removed from the system at that time. Resident is responsible for retrieving any parcels delivered prior to their move-out date. UFH is not responsible for parcels delivered after a Resident has been removed from the system.

9. Limitation of Liability and Indemnity

The Parcel Locker System is provided on an "as-is" and "where available" basis without any representations or warranties of any kind. Neither UFH nor any of its governors, officers, employees or agents are liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages or any other damages, losses, costs or expenses relating to this Agreement or Resident's use of the Parcel Locker System. Resident is solely responsible for any loss, theft, deterioration, damage, or harm arising from the Resident's use of the Parcel Locker System, including but not limited to:

- theft, vandalism, or unauthorized access;
- fire, water, flood, or environmental damage;
- system errors, outages, or malfunctions;
- courier errors, delays, or misdeliveries; and
- any negligent or intentional conduct of third parties.

The Resident releases UFH and its governors, officers, employees, and agents (“Releasees”) from all liability arising from the use of the Parcel Locker System, whether in tort, breach of contract or otherwise.

The Resident agrees to indemnify and hold harmless the Releasees from all claims, losses, costs, or damages arising from the Resident’s use of the Parcel Locker System or violation of this Agreement.

This release and indemnity binds the Resident’s heirs, executors, administrators, and legal representatives.

10. Amendments

UFH may update or revise this Agreement with **30 days’ notice** to Resident. Continued use of the Parcel Locker System constitutes acceptance of the updated terms.

11. Governing Law

This Agreement is governed by the laws of the Province of Ontario. The Parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

12. Resident Acknowledgement

By submitting this form, I confirm that:

- I am opting into the Parcel Locker service.
- **I have read, understood, and agree to the Parcel Locker User Agreement**, including all terms, conditions, privacy provisions, and the responsibilities outlined by University Family Housing (UFH) and Quadient.
- I acknowledge that **submission of this form serves as my digital signature** and constitutes my formal consent to participate in the Parcel Locker program.
- I understand that **all parcels intended for delivery to the Parcel Locker must display my full name** as listed on this form, so that couriers can correctly search the name in the Parcel Locker database. Parcels addressed to other household members may not be delivered if the courier cannot locate the associated name in the system.