

USER AGREEMENT FOR MORBÆRHAVEN'S THRIFT SHOP

1. GENERAL

The following user agreement concerns Membership of the Thrift Shop group* under The Resident Association** of Morbærhaven, Morbærhaven 85, 2620 Albertslund, CVR no. 19769909

* *genbrugsgruppen*

** *Beboerforeningen (BF)*

The agreement is concluded between a private individual (hereinafter the Member) and The Resident association.

In addition to these terms and conditions, the Member will at all times also be bound by the applicable rules of order for Morbærhaven, Albertslund Ungdomsboliger, and special terms and conditions referred to in this user agreement. Such special terms and conditions constitute an integral, inseparable part of the user agreement.

2. TERMS OF USER AGREEMENT

Upon conclusion of the user agreement, the Member must provide their name and address.

Upon conclusion of the user agreement, access to the premises of the Thrift Shop group is granted using the Member's resident card. Access to the premises is conditional on an active resident card. In the case of rent arrears, access to the facilities will be suspended. The Member is at all times responsible for being in possession of their resident card in order to gain access to the premises. In the event of a defective or lost resident card, the Member is responsible for contacting the administration office for the issuance of a new resident card. A fee is charged for reissue in the case of a lost resident card.

2.1. SPECIAL TERMS

For the Thrift Shop, the Member has free access to the premises using their resident card. However, there may be specified times when the premises are not available for use. If the facility has an attached kitchen, this will only be available to the Group Coordinators or in connection with group activities.

2.1.1 OPENING HOURS

For the Thrift Shop, the Member can use the premises every day from 15:00 - 18:00.

2.1.2 NOISE EMISSION

When using the premises the Member is required to show special consideration for the surrounding residences concerning any noise emission. This includes, but is not limited to, ensuring that noisy behavior is limited when the room's doors and windows are open.

2.1.3 RESPONSIBILITY AND MAINTENANCE

The Member is responsible for leaving the premises tidy and clean after use. Items delivered to the Thrift Shop must be in a condition that they can provide value to others and must be placed in the designated areas. The Member may be held financially responsible for damage caused by neglect or breach of the rules stated for the room.

3. USE OF THE THRIFT SHOP

3.1. GROUP STATUTES

The Member is obliged to continually familiarize themselves with, and at all times follow, the current rules and statutes for using the Thrift Shop (<https://aub.dk/beboergrupper/krea-gruppen/>) as well as the terms contained in this user agreement.

Violation of the rules by the Member constitutes a breach of the user agreement and

access conditions and may result in expulsion or termination of membership, access to the premises or to the facilities of the Resident Association as a whole as decided by the Estate Board for a specific time. The Resident Association reserves the right to file a police report in the case of rule violations.

3.2. MEMBERSHIP CARD/ACCESS

The Member must use their resident card to gain access to the facilities. The resident card is personal and must not be used by others.

The resident card must always be carried and scanned before entering the premises and grants access to the Thrift Shop. The Resident Association may require the Member to present the resident card in some cases while staying in the premises.

The Member is responsible for storing the resident card safely and in such a way that it is not damaged, lost, or misused by others; e.g., for unauthorized access. In the event of loss or suspicion of misuse, the administration must be informed immediately, also in writing. It is incumbent upon the Member to be able to document that the resident card has been reported lost to the Resident Association if doubt later arises about this.

The Member may be held liable for unauthorized use of the resident card until it has been reported lost/misused in writing to the administration.

If your resident card is damaged or lost, you must immediately notify the administration, who will issue a new resident card for a fee.

3.3. VALUABLES AND DAMAGE TO PROPERTY

The Resident Association recommends that particularly valuable items (e.g., cash, watches, jewelry, wallets, bags, etc.) not be brought into the premises or left unattended. Other brought items should be stored safely while utilizing the premises. The Resident Association bears no responsibility for loss due to disappearance, theft, or property damage that occurs in the premises

3.4. HEALTH CONDITION AND PERSONAL INJURY

All use of the premises and applications is at the Member's own risk. The Member is responsible for being in a health condition that allows participation in activities in the premises and for having received necessary instruction to perform activities correctly and safely. The Resident Association does not bear responsibility for any personal injuries resulting from non-compliance with the foregoing or accidents or other visitors' actions or omissions. The general rules of Danish compensation law also apply.

3.5. USE OF THE THRIFT SHOP TO OFFER PERSONAL EDUCATION, GUIDANCE, ETC.

Commercial activity may not be carried out in the premises, such as remuneration for production, reparation, education and other business without the Resident Association's prior written permission.

3.6. FILM AND PHOTO RECORDINGS

It is not allowed to use the premises for recording films (moving images) and/or photos for commercial use without a prior written agreement with the Estate Board of Morbærhaven.

It is not allowed without consent to record films (moving images) or take photos of others in the premises or post them on online media.

3.7. VIDEO SURVEILLANCE

There will be video surveillance in the premises. The purpose of video surveillance is to prevent crime and create a sense of security for users and other guests. You can read more about video surveillance in Morbærhaven's current personal data policy (<https://aub.dk/morbaerhavens-persondatapolitik>).

4. PAYMENT

Access to the premises is conditional on timely paid membership fee to the Resident Association of Morbærhaven. Membership fee is charged on your rent invoice from Albertslund Ungdomsboliger (hereinafter AUB).

4.1. MISSING OR LATE PAYMENT

In the event of rent arrears, the Resident Association has the right to suspend the membership and close the resident card without notice, so the Member cannot access the premises.

The Member cannot utilize the facilities if the resident card is closed and before the full outstanding amount has been paid to AUB.

5. CHANGES

The Resident Association of Morbærhaven may make ongoing changes to these usage terms. Changes will be notified well in advance via the digital channels of the Resident Association.

6. EXCLUSIN ETC.

The Resident Association has the right to suspend the Member's access to the premises if the Member significantly breaches their obligations to the Resident Association. Late or missing payment of a due amount, (contributing to) misuse of membership card or significant violation of the group statutes and rules always constitutes a significant breach. The Resident Association may also sanction the Member as stated in the group rules; including in the form of expulsion, exclusion, police report, etc.

In case of violation of Morbærhaven's rules of order, the matter will be referred to AUB and may result in termination/annulment of the lease according to the law on the rental of public housing chapters 14 & 15*, or result in legal consequences according to the law on the rental of public housing chapter 13**.

** Bekendtgørelse af lov om leje af almene boliger, kapitel 14 og 15*

*** Bekendtgørelse af lov om leje af almene boliger, kapitel 13*

7. PROCESSING OF PERSONAL DATA

In connection with membership of the Thrift Shop group, the Resident Association processes various personal details about the Member in accordance with Morbærhaven's current personal data policy (<https://aub.dk/morbaerhavens-persondatapolitik>).

8. COMPLAINTS

If the Member wishes to complain about or appeal an exclusion etc., the Member must contact the Estate Board of Morbærhaven via email at ab@aub.dk or the Common Meeting*** via email at fm@aub.dk.

*** Fællesmøde

9. LIABILITY AND LIMITATION OF LIABILITY

Unless otherwise stated in the user agreement (including the Thrift Shop group statutes), the parties are liable to each other according to the general rules of Danish law. However, The Resident Association is not liable for loss and damage caused by simple negligence, and the Resident Association is not liable for indirect loss.

The Member is not entitled to claim repayment or compensation if the Member's opportunities to use the premises are reduced as a result of renovation or maintenance work, damages, repairs, cleaning, health or hygiene measures, or other operational measures initiated by the Resident Association.

10. CONTACT INFORMATION

If you have any questions about these terms, the Member is welcome to contact the Estate Board via email at ab@aub.dk.

11. VERSIONS

This is version 1.0 - 2024 of the user agreement for Morbærhaven's Thrift Shop, which applies to all members.

Albertslund d. 09/05/2024.

I hereby declare that I have received a copy of the current rules and conditions for membership of the Thrift Shop group and access to Morbærhaven's Thrift Shop and have read and understood their content.

I agree to comply with all the regulations and undertake to follow them during my stay in the Thrift Shop.

First and last name: _____

Apartment no.: _____

Signature: _____

Date: _____