

Free Bike Parking

1. This bike storage facility is for use by registered users only.
2. **Access is subject to the terms and conditions of the Users' Agreement.**
3. Please ensure your bike and any items are secured within the cage.
4. Use of this bike cage is at your own risk and the ACT Government will not accept responsibility for theft or damage to personal property stored within the cage.
5. To register or report an incident call Canberra Connect on 132281.

Attachment A - Example Usage Agreement

Usage Agreement for Bicycle Storage Facilities in Canberra

Persons wishing to use a bicycle storage facility must complete this form and send or email it to the address below. On receipt of the completed form you will be placed on a waiting list. The Territory will contact you when a position in the bicycle storage facility becomes available and arrange access for you.

The Manager

Roads Maintenance Services, Roads ACT
255 Canberra Avenue, Fyshwick ACT 2609
Roads@act.gov.au.

Family Name: **Given Name:**.....("User")

Street Address:.....

Suburb: **Postcode:**.....

Telephone: (H) **(W)**..... **(M)**.....

Email:

Bicycle Registration Number (if any):

Preferred Expiry of Usage Agreement (circle the appropriate date)

31 Mar 30 Jun 30 Sep 31 Dec Year 20__

Location: (*please tick the location*)

- Belconnen Community Bus Station, Belconnen**
- Flemington Road near Nullarbor Avenue, Gungahlin**
- Melrose Drive, Phillip**
- Athllon Drive, Mawson**

Call Canberra Connect for more information on 13 22 81.

By signing and submitting this Usage Agreement, the User agrees to the Conditions of Use.

Signature of User

date

Privacy notice. The information submitted by the User on this Usage Agreement is personal information and will be stored, used and disclosed in accordance with the requirements of the *Privacy Act 1988* (Cth). The Department of Territory and Municipal Services (TAMS) collects information on this Usage Agreement for the purposes of administering the bike storage facility program, including contacting the User in relation to matters relating to the bike storage facility and/or this Usage Agreement. TAMS may disclose this information to the Australian Federal Police if requested.

Attachment B - Conditions of Use

Bicycle Storage Facilities

The User's access to use the bicycle storage facility will be on the following terms and conditions. The Territory reserves the right to review these Conditions of Use at any time.

- By submitting a User Agreement the User will be placed on a waiting list. The User will be contacted by the Territory to arrange access when (and if) a position becomes available. The User is not guaranteed access to the bicycle storage facility.
- The term of the Usage Agreement is from the date the User receives access to the bicycle storage facility for a period of up to 12 months and will expire on the date noted on the Usage Agreement or, if no date is noted, 12 months from the date of the Usage Agreement.
- Contact details supplied by the User will be used to contact the User in relation to their access to and use of the bicycle storage facility. The User is responsible for ensuring their contact details are up to date by contacting Canberra Connect on 13 22 81. If the Territory is unable to contact you your swipe card may be cancelled.

Indemnity

- The User understands the bicycle storage facility is open to other members of the public who have been granted access by the Territory. The Territory does not monitor the bike storage facility.
- It is the sole responsibility of the User to ensure their bicycle and other belongings are appropriately secured in the cage against the risk of theft.
- The Territory accepts no liability for any loss, damage or theft of items belonging to the User from the bicycle storage facility.
- Access to the bicycle storage facility is granted upon the express condition that the Territory shall under no circumstances be liable or responsible in any manner whatsoever, and the User agrees to hold harmless and indemnify the Territory for:
 - any loss, accident, damage or injury to the User or any agent, contractor, visitor or invitee or any other person whatsoever of the **User ("Related Party") which may happen within the bicycle storage facility** from any cause whatsoever; and
 - any loss, damage or injury to or in respect of any property of the User or of any Related Party left or deposited in the bicycle storage facility

except, as caused by the negligence of the Territory or its agents, contractors, visitors or invitees.

- The Territory reserves the right to move, relocate, or impound any bicycle or other items which appear to be abandoned as evidenced by signs of disuse or neglect.

Typically, warning notices are affixed to the bikes in advance of their impoundment providing the owner with a specific period in which correct any deficiencies that identify the bike as possibly being abandoned.

Use of bicycle storage facility

- Use of the bicycle storage facility is free of charge.
- The User will not store anything in the bicycle storage facility other than a bicycle and helmet.
- The User is responsible for ensuring the inside of the bicycle storage facility is kept clean and tidy and free of litter and debris.
- The User will always keep the bicycle storage facility locked. The door must not be wedged open.
- The bicycle storage facility can be accessed by using the swipe card and can be opened from the inside using the door handle in case of an emergency there is a door release mechanism to open the door.
- The User will not claim or obstruct a parking spot in the bicycle storage facility unless his or her bicycle is in it.
- **The User will treat other persons' bicycles and belongings with respect, and will not touch or move them unless necessary for the User to access his or her own bicycle or equipment.**

Swipe cards

- Only one swipe card (for access), will be issued per person.
- The User will be responsible for their swipe card at all times.
- No-one, other than the User, is permitted to use the swipe card. The User must not use their swipe card to permit another person to access the bicycle storage facility.
- Swipe cards remain the property of the Territory and must be returned to the Territory upon expiration or termination of this Usage Agreement.
- If a swipe card is lost or stolen:
 - the User must notify the Territory immediately by calling Canberra Connect on 13 22 81;
 - a replacement card will be made available to the User following the receipt of payment of the lost card fee of \$20; and
 - the Territory will cancel the swipe card and make all reasonable **efforts to quickly release the User's items in the cage.**

Expiration or termination

- Prior to the expiration of the Usage Agreement, the User may contact Canberra Connect on 13 22 81 and arrange for the Usage Agreement to be renewed or cancelled.
- If the Usage Agreement is not renewed by its expiration date, the Territory will first attempt to contact the User.
- If the User does not renew the Usage Agreement within 14 days after the expiration or cancellation of the Usage Agreement, or such other time as **notified by the Territory, the Territory will cancel the User's swipe card.**
- The Territory may shut down the bicycle storage facility at any time by giving reasonable notice to all users and the User must remove their property from the bicycle storage facility in accordance with the notice.
- Persons who do not comply with the Conditions of Use will be issued a notice that their Usage Agreement has been terminated. Those persons will have 14 days from the date of the notice, or such other time as specified in the notice, to remove their items from the bicycle storage facility, after which time their swipe cards will be cancelled.

Bicycle storage facility matters

- The Territory has the right to open the bicycle storage facility for cleaning, inspection or maintenance at any time.

Graffiti or damage to the bicycle storage facility or related matters should be reported immediately to Canberra Connect on 13 22 81.

Attachment C - Example Expiry of Usage Agreement

Expiry of Usage Agreement

Dear (insert Name):

The agreement for the use of the bicycle storage facility at:

- Belconnen Community Bus Station, Belconnen**
- Flemington Road near Nullarbor Avenue, Gungahlin**
- Melrose Drive, Phillip**
- Athllon Drive, Mawson**

Expired on

31 March 30 June 30 September 31 December 20__

If you wish to renew your Usage Agreement please contact Canberra Connect on 13 22 81 within 14 days of this notice.

If you no longer wish to use the bicycle bike storage facility, please remove any items from the bicycle storage facility and contact Canberra Connect to arrange for the swipe card to be returned.

If you do not contact us within 14 days of this notice, the swipe card will be cancelled and your access to the bicycle storage facility will be terminated. If you require access to the bicycle storage facility in the future please reapply for access by contacting Canberra Connect and submitting a new Usage Agreement.

Thank You

Tony Gill
Director
Roads ACT
February 2011

Attachment D - Example Termination of Usage Agreement

Termination of Usage Agreement

Dear (insert Name):

Your Usage Agreement has been terminated for the use of the bicycle storage facility at:

- Belconnen Community Bus Station, Belconnen**
- Flemington Road near Nullarbor Avenue, Gungahlin**
- Melrose Drive, Phillip**
- Athllon Drive, Mawson**

Your swipe card will be cancelled in 14 days from the date of this letter.

Please arrange for your items in the bicycle storage facility to be removed within the next 14 days. Otherwise, your items in the bicycle storage facility may be removed to 255 Canberra Ave Fyshwick for 3 months prior to disposal. You can arrange for collection of these items by calling Canberra Connect on 13 22 81.

Thank You

Tony Gill
Director
Roads ACT
February 2011