



## **Parkiteer Bike Cage User Guidelines and conditions of use.**

### **Please read carefully.**

1. People registered with Parkiteer can access the cage using a Swipe Card, which will be supplied when your application is approved.
2. Parkiteer users should not give unregistered users access to the cage. Unlawful entry can be reported by contacting Bicycle Network Victoria at 1300 546 526.
3. Only registered users may use the bike cage. Do not give access to a friend or others.
4. It is highly recommended that you securely lock your bike when left inside the cage.
5. Do not use the cage for storage of items other than your bicycle.
6. Report any damage or issues to the bike cage to Bicycle Network Victoria.
7. If you lose or damage your access card, report it to Bicycle Network Victoria or log on at [www.parkiteer.com.au](http://www.parkiteer.com.au) and a replacement will be sent out to you. A \$10 administration fee is applicable.
8. Please consider other users when parking your bike in the cage.
9. Do not wedge door open.
10. Door can be manually opened from the inside using door handle.
11. Ensure door is closed upon exiting.
12. In case of card failure or damage, you can call Bicycle Network Victoria. You can be identified by a voice code (password) and the lock can get overridden remotely by Bicycle Network Victoria if necessary.
13. A manual over ride key is available. Call Bicycle Network Victoria to organise manual access if necessary
14. Bikes are to be removed from the cage at the end of each trip and taken home. The cages are not intended to be used as a storage unit or garage. Do not leave your bike in a cage for numerous days, weeks or months as it will be removed by Bicycle Network as part of a routine sweep of the cages. Members are made aware of bike removals via email and/or tags left on bikes and are offered opportunity to reclaim their bike. Unclaimed bikes are donated to charities if not claimed within the given period of time.

### **Terms and Conditions**

1. Cages are solely for the use of storing or securing a bicycle and related equipment.
2. The occupier warrants to Bicycle Victoria Incorporated ("Bicycle Network Victoria") that personal identification is not false or inaccurate or identification belonging to another person.
3. A refundable bond of \$50 is required to be paid by the occupier to Bicycle Network Victoria when Bicycle Network Victoria provides a access card.
4. Approval to become a bike cage member is for a period of twelve months only and the occupier must give notification to Bicycle Network Victoria by the end of each twelve month period to ensure continuation of the permit.
5. Bicycle Network Victoria reserves the right to open and inspect a bike cage if there is any doubt as to a cage's use or contents, or to carry out necessary maintenance. If it is apparent that the bike cage is used infrequently, Bicycle Network Victoria will provide reasonable notice to the occupier that it plans to cancel the right of the occupier. Bicycle Network Victoria reserves the right to cancel the occupier's use of a bike cage and re-issue it for another customer if it is persistently underutilised.
6. Bike cages must be kept locked at all times.



7. If a swipecard or security key belonging to Bicycle Network Victoria is lost, the occupier must reimburse Bicycle Network Victoria for the cost of replacing the card and or keys. Bicycle Network Victoria will make all reasonable efforts to release the bike quickly.
8. Bicycle Network Victoria staff are not responsible for opening bike cage unless a key is lost – in which case Condition 7 will apply.
9. The occupier should ensure the inside of the bike cage is kept clean and tidy and free of litter and debris. Bicycle Network Victoria requests that cage members report any graffiti, damage or other cage related issues to Bicycle Network Victoria.
10. Bicycle Network Victoria accepts no liability for damage or theft of property from the facilities provided. Bicycle Network Victoria recommends that cage members lock their bike up securely to the internal cage rails provided.
11. Any damage to the cage, loss of swipecard or key must be reported to Bicycle Network Victoria.
12. The occupier must inform Bicycle Network Victoria of any change of address.
13. Should the occupier not comply with any of the above conditions, Bicycle Network Victoria reserves the right to terminate the rights of the occupier at any time, remove the contents to storage where it will be held until collected or disposed of. The swipecard will be cancelled, the access will be reallocated to another occupier, and all or part of the bond will be forfeited.
14. When an occupier chooses to vacate the bike cage, Bicycle Network Victoria must be informed and the occupier is to return the access card. If notification is given and access card return is recorded it will be forwarded to Bicycle Network Victoria for a bond refund. If notification is not forthcoming and access card is not returned, Bicycle Network Victoria will deduct any costs associated with returning the cage to occupiable condition from the bond prior to refund.
15. Bicycle Network Victoria reserves the right to review these Conditions of Use at any time.
16. An occupier accepts these Conditions of Use and agrees to be bound by these Conditions of Use from the date that Bicycle Network Victoria issues a bike cage access to the occupier.
17. The occupier agrees to hold harmless and indemnify Bicycle Network Victoria and their respective servants, agents and contractors (the “Indemnified Persons”) against all actions, claims, suits, costs, expenses, demands and damages suffered or incurred by the Indemnified Persons or any one or more of them by reason of or in respect of or in any manner whatsoever arising out of or caused by the Licensee’s use of the Licensed Area (whether by itself, its servants, agents, visitors or invitees) or arising out of failure on the part of the Licensee to observe and perform the provisions of this License; and
18. Access is granted upon the express condition that Bicycle Network Victoria (each a “Released Party”): shall under no circumstances be liable or responsible in any manner whatsoever for any loss, accident, damage or injury to the Occupier or any servant, agent, contractor, visitor or invitee or any other person whatsoever of the Occupier (“Related Party”) which may happen within the Licensed Area from any cause whatsoever; and
19. Bicycle Network Victoria shall not incur or be under any liability whatsoever to the Occupier or to any Related Party for any loss, damage or injury to or in respect of any property of the Licensee or of any Related Party left or deposited in the Licensed Area, except as occasioned by the gross negligence of the Released Party or its servants, agents, contractors, visitors or invitees.
20. Bicycle Network Victoria shall not be liable to the Occupier in respect of any indirect or consequential loss.