

**Application** - \$25 Deposit       **Replacement** - \$25 Deposit       **Refund** - \$25 deposit

**Welcome** to the Northern Territory Government's secure bicycle enclosure. Secure bicycle enclosures ('enclosures') are secure shared enclosures for storing bicycles. The enclosures aims to encourage cycle/bus commuting. Before completing this form please read the notes below and the **Conditions of Use** at the back of this form.

**Notes:**

- Use of an enclosure is at the **User's own sole risk and responsibility**. The User is responsible for the security of their bicycle and associated equipment/accessories within the enclosure. Use of additional security measures, such as locks, is strongly recommended.
- Completed forms should be returned in person to the Bus Interchange Office for the enclosure you wish to use together with payment of \$25 deposit for the access key. *Payment accepted by cash or credit card. EFTPOS available.*
- The access key to the enclosure is the Applicant's responsibility and if lost or damaged will be subject to a replacement deposit of \$25.
- Access keys will only be issued to a person 18 years of age or older. The person in whose name the access key is issued (that is, the Applicant) is responsible for the safe keeping and use of the access key. Read Condition 17 and 18, **Conditions of Use** at the back of this form.
- The Applicant must produce evidence of identification (in an official form bearing a photo).
- **Privacy Notice** - the personal information collected from this form is for the purpose of granting access to the enclosures and will be handled in accordance with the Department of Planning and Infrastructure's privacy statement and the Northern Territory *Information Act*. Failure to provide the information may delay or prevent access. The Department's Privacy Statement can be accessed via the web site <http://www.dpi.nt.gov.au/copyright/pdf/privacystatement.pdf>

**Secure Bicycle Enclosure**

Location eg Casuarina or Palmerston Bus Interchange      Bicycle Serial Number (optional)

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**Applicants details**

Name

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Postal Address

Post Code

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Telephone Number

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Dependant's name *(If Applicant is Parent/Guardian applying on behalf of dependant)*

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**I have read, understood and agree to comply with the Conditions of Use**

Applicant's signature

Date

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**OFFICE USE ONLY**

ID check

Payment

Applicants Password

Access Key No.

Cost Code

	Cash / EFTPOS			609904D07-911111
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Enquiries: 08 8924 7848

GPO Box 2520 Darwin NT 0801 [www.dpi.nt.gov.au](http://www.dpi.nt.gov.au)

## Conditions of Use

1. **Definition.** The 'User' means the Applicant who has been registered and is entitled to be, or has been, issued with an access key and includes (where the context permits) a dependant in respect of which an application has been lodged and registered.
2. **Purpose of use.** Secure Bicycle Enclosures ('Enclosure') are not to be used for any purpose other than storing or securing a bicycle and associated equipment/accessories.
3. **Disclaimer.** The Northern Territory Government (including any assignee, transferee, agent or contractor) ('Government') disclaims all liability and responsibility for damage to or theft of the User's bicycle and/or associated equipment / accessories from the enclosures. Use of an enclosure is at the User's own sole risk and responsibility. The User is responsible for the security of their bicycle and associated equipment/accessories within an enclosure. Use of additional security measures, such as locks, is strongly recommended.
4. **Capacity.** Each enclosure has a maximum bicycle storage capacity. Use of an enclosure is on a 'first in, first served' basis.
5. **Non-use of access key.** Should the User no longer utilise the enclosure, the access key must be returned to Interchange staff. To obtain a refund, the process in Condition 11 must be followed.
6. **Obligations of the User.** The User must:
  - a. respect the rights of other users;
  - b. not claim or attempt to claim any particular bicycle storage rack for their specific sole use;
  - c. not remove from a bicycle storage rack, or interfere with, another user's bicycle;
  - d. not damage or vandalise any part of an enclosure; and
  - e. not assist or permit other persons to gain unauthorised access to an enclosure.
7. **Shared facilities.** The User acknowledges and accepts that the enclosures are: shared facilities; able to be accessed by other users at any time, and not staffed.
8. **Safety.** For safety reasons, the User must dismount and mount their bicycle outside an enclosure and must not ride their bicycle inside an enclosure.
9. **Deposit.** A deposit of \$25 must be paid to the Interchange staff for the issue of an enclosure access key. *Payment accepted by cash or credit card. EFTPOS available.*
10. **Government property.** An access key (including any replacement access key) remains the property of the Government.
11. **Replacement key.** If an access key is lost or damaged, the original Applicant will be required to complete a replacement form and return, in person, to Interchange staff together with payment of a deposit of \$25 for the issue of a replacement access key. *Payment accepted by cash or credit card. EFTPOS available.*
12. **Access to enclosure without key.** If access key is lost, the User must contact Interchange staff to arrange for access to the enclosure during business hours (8.30am to 4.30pm Monday to Friday). The User will need to produce photo ID and provide their name, contact details and password. Every effort will be made to open the enclosure as soon as practical.
13. **Refund of deposit.** Refunds will not be directly available from the Interchange Office. When the original Applicant completes and returns, in person, a refund form together with the access key to Interchange staff, the deposit will be refunded to the original Applicant (by cheque in the name of the original Applicant and sent to the original Applicant's bank account or notified postal address), unless the access key is lost or damaged, in which case the deposit will be retained by the Government as damages in compensation for its lost or damaged property. If a lost access key is subsequently found, the original Applicant must complete and return, in person, a refund form together with the access key to Interchange staff to receive the deposit.
14. **Identification.** When making application for an access key, replacement key or refund, the Applicant must produce evidence of identification (in an official form bearing a photo).
15. **Verification consent.** The Applicant consents to the Government making enquiries and relevant investigations, as may be necessary, to verify evidence of identification and postal address prior to allocating and issuing an access key or returning a deposit.
16. **Change of contact details.** The User must inform Interchange staff of any change of contact details.
17. **Dependant.** Access keys will only be issued to a person 18 years of age or older. The person in whose name the access key is issued (that is, the Applicant) is responsible for the safe keeping and use of the access key. A Parent/Guardian may apply for the issue of an access key for the use by a dependant but the Parent/Guardian will be held responsible for the access key and conduct of that dependant.
18. **Personal use.** An access key is personal to the person in whose name the access key is issued and must not be transferred or used by another person, except in the case of an application made by a Parent/Guardian on behalf of a dependant. A Parent/Guardian must ensure that their dependant using the access key is fully aware of and agrees to comply with these Conditions of Use.
19. **Breach.** Should the User not comply with any of the above conditions the Government reserves the right to terminate the rights of the User at any time. The access key will be invalidated and, without prejudice to any other rights, claims or actions that the Government may have or which may accrue against the User, the deposit will be retained by the Government towards payment of damages in compensation for breach of these Conditions of Use.
20. **Damage to enclosure.** Should the User notice any damage to enclosures or find an access key, it should be reported to Interchange staff.
21. **Amendments.** The Government reserves the right to amend these Conditions of Use from time to time without notice and the User agrees to comply with Conditions of Use (as amended). The up-to-date Conditions of Use may be obtained from Interchange staff.
22. **Assignment.** The Government may, without notice to the User, assign transfer or otherwise deal with its rights and obligations in relation to the operation and management of the enclosures.