



End of Trip Cycling Facilities

Last Name: _____ First Name: _____ ("You")

Staff/Student ID Number: _____ Date: _____

Faculty/Department: _____ Contact Details: _____

- Frequency of Use: [] 1 [] 2 [] 3 [] 4 [] 5
Preferred Days: [] Mon [] Tues [] Wed [] Thurs [] Fri
Do you require a locker: [] Yes or [] No
Preferred Cycling Facility: Y Block or [] D Block

This application is an important document and you should carefully read it. It sets out your rights and responsibilities. By signing this application and submitting it, you acknowledge and accept the attached "Conditions of Use" (which also includes the following) of your use of and access to the Cycling Facilities.

All users will need to complete this form and present it to the Security Office (Z3-101). Subject to availability, users will then be issued either with a permanent or daily access card and locker key (if applicable).

Please note:

- The issue of 'regular use' access places will be on a first come first served basis.
The security of personal belongings is placed in the Cycling Facility is the responsibility of the user. Please ensure all bikes are securely stored using your own appropriate locking device and lockers are locked when not in use.
No guarantee is given to the availability of your preferred facility.
The access period for regular users will expire at the conclusion of each calendar year or the last day of two consecutive months if no access is registered or date of return of access card and locker key to the Security Office (whichever occurs earlier).
Non-returned, lost and/or damaged access cards or locker keys or locks will attract a replacement fee.

Applicant's Signature: _____ Date: _____

Access Period Required: _____ Access Card No: _____ Locker Key No: _____

USQ is collecting the personal information on this Form for university purposes of providing its tertiary education and related ancillary services and the associated functions. Your personal information will not be disclosed to any other third party without your consent unless required or authorised to do so by law.

CONDITIONS OF USE

1. **Applications:** Acceptance of your application and this licence will commence by the issue of access card and locker key (if applicable) to you. The University reserves the right to not accept any application and may at its sole discretion cancel, permanently withdraw or temporarily suspend your access at any time (including for repair, maintenance or refurbishment). There is no guarantee that any application will be accepted. Bookings will not be accepted.
2. **Use of Cycling Facilities:** You must:
 - (a) not use the Cycling Facilities except as authorised by this licence and to the University's reasonable satisfaction;
 - (b) not deal with this licence to use or hold the benefit of this licence to use in trust for any other person or make or provide access or the access card or locker key to any other person;
 - (c) not duplicate any access card or locker key;
 - (d) comply with any law, statute, requirement, notice or order in respect of your use of the Cycling Facilities including the University of Southern Queensland Act and the Land Act 1994, rules issued by the University Council and all directions and polices of the University imposed from time to time;
 - (e) pay for the cost of replacing each access card and locker key lost or unreturned by the due date and other expenses incurred by the University arising out of your use of or access to the Cycling Facilities, for example replacing locks on lockers;
 - (f) use the Cycling Facilities and all equipment therein correctly;
 - (g) secure and keep secured the Cycling Facilities;
 - (h) keep and leave the Cycling Facilities in an undamaged condition and clean, litter-free and tidy condition at all times during your access to the Cycling Facilities. Any damage to University property, which in the opinion of the Office of Facilities Management, arises from abuse, wilful damage or negligence shall be the responsibility of the user;
 - (i) remove your property from the Cycling Facilities at the end of the access period and make good any damage to the Cycling Facilities caused during the access period or through the removal of your property. Any property which remains in the Cycling Facilities at the end of the access period will be removed and stored at another location at the discretion of the University at your cost. Should such property not be collected within a reasonable time, it will become the property of the University;
 - (j) not disturb or obstruct or cause injury or damage to other users of the Cycling Facility or adjacent buildings or areas(including their property), overload any services, damage the University's property or do anything that may invalidate the University's insurance;
 - (k) dispose of waste and rubbish in the designated waste or litter bins, and
 - (l) not make any alteration to the Cycling Facilities.
3. **Smoking:** Smoking will not be permitted in the Cycling Facilities or within 5 metres of the facility.
4. **Early Termination:** The University may as its option elect to terminate your access to the Cycling Facilities at any time by alternatively giving *written notice* to you advising the date of termination or *without written notice* cancelling your access card.
5. **Default:** You are in default of these Conditions of Use if you breach a covenant expressed or implied in this licence which is to be observed by you. In the event of a default the University may *without notice* to you terminate your access by cancelling your access card or may by written notice specifying the particular default require you to remedy the default.
6. **Security Monitoring:** By using these Cycling Facilities, you understand and consent to the University using security monitoring equipment including the recording of CCTV footage and swiping of electronic access cards. This collection of personal information will be dealt with in accordance with the Information Privacy Act 2009 (Qld).
7. **General:** The University does not waive its rights no matter how long it waits before it exercises its rights including those rights capable of surviving after the termination or conclusion of this licence. The University may change these Conditions of Use at any time and will try to give you advance notice of the detail and the date the change is effective by placing a notice at each Cycling Facility. These Conditions of Use (as amended from time to time) override anything you have been told verbally.
8. **Indemnity:** You must indemnify the University from and against all actions, claims and losses which the University may incur arising from:
 - (a) loss, damage or injury from any cause whatsoever to property or person within or associated the Cycling Facility caused or contributed to by your neglect or default;
 - (b) your negligent use or misuse of any water, gas or electricity or other services to the Cycling Facility or the Campus;
 - (c) the overflow, leakage or escape of water, fire, gas, electricity or any other harmful agent in or from the Cycling Facility caused or contributed to by any of your acts or omissions;
 - (d) your failure to notify the University of any defect in any of the fire equipment or appurtenances in the Cycling Facility of which you are aware or ought to be aware;
 - (e) loss, damage or injury from any cause whatsoever to property or person caused or contributed to by your use of the Cycling Facility;
 - (f) any personal injury sustained by any person in or about the Cycling Facility caused other than through the wilful or negligent act of the University, its servants or agents.

This indemnity does not apply to any act, matter or thing if it arises out of the negligence or default of the University or its agents.
9. **Risk:** You occupy and use the Cycling Facility at your own risk. This includes any loss, damage or theft of property belonging to or brought in Cycling Facility by you unless caused by the University's gross negligence.