





## TERMS AND CONDITIONS OF USE

On entering these premises, you agree to the terms and conditions as detailed below. Should you not accept these conditions please exit the premises immediately.

1. These conditions apply immediately upon entering these premises and apply 24 hrs., 7 days. You hereby also bind the Owner of the bicycle you are riding to all these terms and conditions and warrant your authority to do so.
2. **Hours of Use:** The Bike Store will open during the Hours of Use as displayed at the Car Park or notified to you from time to time.
3. **Permitted Use:**
  - (a) You agree that you may use an individual Bike Rack for one Bicycle and no other purpose. Only one person and one bicycle are permitted per paid bike rack.
  - (b) You are required to enter and exit via the Britomart Place valet access way only.
  - (c) You are required to use the left-hand lane only.
  - (d) You are required to give way to and give vehicles using the Britomart Place accessway a wide berth.
  - (e) You are required to give way to pedestrians in this area.
  - (f) You are required to wear a helmet while riding your bicycle.
4. **Payment of Fees:** You agree to the payment in full of the storage fee as displayed at the entrance or as otherwise directed.
5. **Compliance with Directions:** You agree to comply with all rules and directions as provided to you either by signage or on-site personnel, and with all relevant by-laws.
6. **Responsibility for Damage:**
  - (a) You are liable for any damage caused to the Bike Store and all equipment and fittings by your Bicycle.
  - (b) We accept no liability for any loss or damage done to your Bicycle whilst within this Bike Store, whether resulting from using the Bike Store or being unable to use the Bike Store or from our negligence or otherwise.
  - (c) You agree to indemnify us in respect of any claim made against us arising from your use of the Bike Store.
7. **No Safe Custody/Security:**
  - (a) We cannot guarantee the security of your Bicycle
  - (b) We shall not be responsible for the security protection of Bicycles stored in the storage area nor do we accept any item into our custody for safekeeping.
  - (c) Our employees are not authorized to accept any of your possessions for safe custody.
  - (d) It is your responsibility to provide a chain and lock for your bicycle.
8. **Right to Relocate:** We have the right to relocate your Bicycle at our absolute discretion and accept no liability for any claim made for loss or damage resulting from such relocation, including damage to your bicycle, lock, chain, helmet, or any other possessions stored in the bicycle store.
9. **Conduct:**
  - (a) You agree not to do anything to obstruct or impede vehicles using the Britomart Place Valet entry.
  - (b) You agree not to do anything to obstruct any other Bicycle or person using the Bike Store.
  - (c) There is to be no loitering in the Bike Store.
  - (d) There is to be no rubbish nor debris left in the Bike Store.
10. **Personal Information:** You agree to provide us with you're a copy of your Driver's Licence, full name and address details if requested.
11. **Un-Reserved:**
  - (a) All bicycle parking is unreserved, you are to park your bicycle in a secure and courteous manor, not obstructing access ways or other bicycles from utilising free bike racks.
  - (b) A non-refundable administration fee of \$25.00 excl. GST is required for a new customer.
  - (c) An access device per bike rack will be provided free of charge to new customers. Should this require replacement for whatever reason, or not be returned at termination of the license agreement an additional cost of \$65.00 excl. GST will be required.
  - (d) After a period of no less than 3 months, either party may terminate or vary the terms and conditions of this agreement on the provision of no less than 1 month written notice, such variation or termination must coincide with the end of a monthly billing cycle.
12. **Non-Compliance**
  - (a) Failure to pay for storage or generally failing to comply with these terms and conditions constitutes a breach of these terms and conditions.
  - (b) Non-compliance may result in termination of your access to the premise or confiscation of your bicycle.
  - (c) In the event that any non-compliance issues arise; including but not limited to failure to pay for two or more consecutive months the bicycle and any items stored with it, will be deemed to have been abandoned and we reserve the right to dispose of this as the we see fit. We will endeavour to contact you via the email address provided prior to disposing of your property.
13. **Interpretation:** To avoid any confusion as to the meaning of these conditions:
  - (a) **Bike/Bicycle Store** means the dedicated bicycle store on Quay Street.
  - (b) **Damage** includes direct, indirect, consequential, and special damage.
  - (c) **Bicycle/Bike** includes all accessories and contents.
  - (d) **We** and **Us** and **Licensor** means Britomart Oriental Company and includes any of its employees, Directors, shareholders, and contractors.
  - (e) **You** and **Licensee** includes both the Rider and Owner of the Bicycle entering the storage area.
  - (f) **Your Bike/Bicycle** means the Bicycle you are riding, regardless of if owned or not by you.
14. **Variation**
  - (a) (a) We reserve the right to vary these terms and conditions as provided under this agreement. Such notice shall be displayed in the bicycle store, posted in writing, emailed, or presented on our website.
  - (b) No one is authorised to amend these terms and conditions on our behalf.
  - (c) Parking attendants and staff are not authorised to vary or amend any of these conditions on our behalf