



DRAGONFLY SECURE BICYCLE STORAGE POD

Phone: (08) 8930 0570
Email: carparks@darwin.nt.gov.au
Website: darwin@darwin.nt.gov.au

THIS AGREEMENT is made the _____ day of _____ 20_____

BETWEEN: City of Darwin whose registered office is situated at Civic Centre, Harry Chan Avenue, Darwin in the Northern Territory (hereinafter called "CoD") and

_____ (hereinafter called "the Applicant")

Of _____ Residential _____ Address _____

Postal Address _____

Telephone No. _____ B/H _____ A/H _____

Email Address: _____ Contact Name _____

(A) This Agreement entitles the Applicant to store **one bicycle** at the Dragonfly Secure Bicycle Storage Pod (hereinafter called the "Pod")

OFFICE USE ONLY

1. Free of charge rental period. **\$25.00 access card replacement fee applies.**
2. Period of Rental: _____ or **until termination.**
3. Access Card Number: _____
4. Locker Number: _____

TERMS AND CONDITIONS

1. CoD shall issue to the Applicant on the execution of this Agreement an access tag equal to the number of bike spaces specified and may in its absolute discretion vary the form from time to time.
2. CoD shall not be obligated to provide a designated space to the Applicant.
3. CoD may but shall not be obligated to:
 - (a) provide access; or
 - (b) restrict accessto the Pod for set periods during the day or night.
4. CoD is not liable for any claim, cause of action or demand in connection with the Applicant not having access to the Pod for any reason whatsoever but will use its reasonable endeavours to provide an alternative space to the Applicant (in another location or place in its absolute discretion) to the Applicant.
5. The Applicant acknowledges and declares that any bike parked pursuant hereto and any chattels in or upon or affixed thereto are not placed in the custody or control of CoD and that the CoD will not in any circumstances be liable for any loss or damage of any nature and however occasioned which may be suffered by the Applicant or any other person arising from or contributed to by the parking of the bike/s pursuant to this Agreement.
6. No modification or variation of the terms or conditions hereof shall be made unless evidenced in writing signed by the Applicant and by CoD.
7. The Applicant acknowledges that no representations have been made to the Applicant by CoD with respect to the terms and conditions herein and that the Applicant has not entered into any contract or collateral warranty with respect to parking any bike in the Pod on the basis of terms additional to or in conflict with the foregoing terms and conditions as may be recorded by a document signed by or on behalf of CoD.
8. Should the Applicant fail to comply with this agreement, CoD has the right to terminate this Agreement.
9. This Agreement is not transferable and may be terminated by CoD on notice to the Applicant at any time.
10. To the fullest extent permitted by law CoD makes no warranty or representation of any kind including as to safety, security, availability, fitness for purpose or general condition of the Car Park.
11. The Applicant indemnifies CoD and its officers, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal fees (on as solicitor own client basis) and accounting fees, brought by or on the Applicants behalf for all liability, to the fullest extent permitted by law, as a result of the use of the Pod by the Applicant or its invitees.
12. The User acknowledges and accepts that the Pod is a shared facility able to be accessed by other uses at any time, and is not staffed.

(B) CoD has agreed to grant the said access upon the above mentioned terms and conditions.

NOW THIS AGREEMENT WITNESSETH that subject to the Terms and Conditions, and Special Conditions (if any). CoD HEREBY GRANTS to the Applicant access to park a bicycle at the stated Pod for a period of one **year** or part thereof from the commencement until **seven days notice** in writing of its intention to terminate, and return access card and locker key. The Access Card hereby granted is given by CoD to the Applicant and in consideration for the grant of such Permit the Applicant HEREBY UNDERTAKES to pay CoD the replacement cost of \$25.00 should the issued Access Card be lost or stolen.

NAME _____
Applicant

(Signature)

NAME _____
For on behalf of City of Darwin

(Signature)

Privacy Statement

The information requested by this form is being collected by Council for the purpose of arranging bike parking. Your application will not be able to be processed if you do not provide this information. Your personal information is managed in accordance with Council's privacy policy which is available at www.darwin.nt.gov.au or on request from the Council office (Civic Centre, Harry Chan Avenue). Council may only disclose the information provided by you if required or authorised by law, or in accordance with our privacy policy. You may obtain access to your personal information by submitting an application form available at Council or on Council's website, or by contacting the "Manager, Corporate Information" (08) 89300 300.

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