

## SECURE BIKE CAGE LICENCE AGREEMENT TERMS & CONDITIONS

### ITEM 1: TERM OF LICENCE

1.1 The University of Otago as Licensor (hereinafter referred to as "the University") agrees to grant a Bicycle Cage Licence ("the Licence") to the Licensee from the Commencement Date to the 1st day of February next, and thereafter annually from 1st February in each year until this licence is terminated on the terms and conditions contained in this Agreement.

### 1.2 The Licence may be terminated at any time by either party giving to the other not less than two weeks notice, in writing.

1.3 The Licensee acknowledges that the University need not provide any reason for termination.

### ITEM 2: LICENCE FEE

2.1 The fee payable for a Bicycle Cage Licence shall be payable in advance in accordance with the current Schedule of Fees (see item 3)

2.1 The Licence Fee may be reviewed by the University at any time. The Licensee will be given 1 months notice prior to the new charges taking effect. Any changes will be advised by e-mail or post. Arrangements for the payment of the revised fee must be completed and in place by the date specified, otherwise the Licensee will be deemed to be in breach of the Licence in terms of Item 10.

### ITEM 3 REVIEW OF LICENCE

3.1 These Licence terms may be reviewed by the University at any time with any amendments taking effect two weeks after the Licensee has been advised of them by e-mail or post.

3.2 This is an annual licence for the year commencing 1 February until 31 January subject to earlier termination and/or review terms.

### ITEM 4: PERMITTED USE AND ACCESS

4.1 The Licensee has the right to park one bicycle in the allocated cage at any time. Notwithstanding this right, the University shall have no liability, if on any occasion and for any reason, there is not a vacant position available to the Licensee.

4.2 The Licensee uses the cage entirely at their own risk. Users are advised to lock their bicycle to the suspension hook while it is left in the cage and to remove all personal belongings and associated equipment and accessories.

4.3 Any loss or damage sustained to personal or University property while parked, entering or exiting the cage is the sole responsibility of the Licensee. All costs for the repair or making good of any damage are the responsibility of the Licensee.

### ITEM 5: PERMITTED USE

5.1 The Licence must not park more than one bicycle in the cage at any time.

### ITEM 6: NON ASSIGNMENT

6.1 The Licence is personal to the Licensee and shall not be transferred assigned or sub-licensed except in special circumstances such as parental or sabbatical leave and then with written approval from Property Services.

### ITEM 7: TEMPORARY TERMINATION

7.1 The University may temporarily suspend this Licence or assign an alternative cage.

7.2 The University will provide not less than 24 hours notice of its intention to temporarily suspend this Licence.

7.3 The University will make every effort to provide an alternative cage, if available.

### ITEM 8: YOUR OBLIGATIONS

8.1 The Licensee will not drop rubbish, debris or spill or permit any harmful substance on or in any part of the cage or in any part of the surrounding area.

8.2 The Licensee must advise Property Services promptly of any change of address, e-mail or telephone numbers.

8.3 The Licensee must return the key or swipe card to the cage to Property Services either on request or termination of the licence by either party.

### ITEM 9: DETAILS FOR REMOVAL OF OFFENDING CYCLES

9.1 The University reserves the right to remove cycles or other items abandoned or inappropriately stored in the cage.

9.2 The University will not be liable for any costs or damage incurred during the process of removal of cycles or items from the cage.

### ITEM 10: BREACH OF LICENCE

10.1 If the Licensee fails to pay the fee or any other costs or fail to comply with any terms or conditions of this Licence the University may immediately, without notice, terminate this Licence.

10.2 On termination of this Licence as set out above, the University will be entitled to deny the Licensee access to the cage.

### ITEM 11: USE OF INFORMATION

11.1 The Licensee agrees that the University may supply any debt collection agency with information about the Licensee which relates directly to the subject matter of this agreement and its enforcement, and may obtain such information from third parties on the authority of this agreement.

### ITEM 12: NOTICES

12.1 Any notice which the Licensee is required to give the University should be delivered to Property Services or posted to the address contained on this Licence.

12.2 Any notice which the University is required to give to the Licensee shall be by e-mail or posted to the address of the Licensee set out in this agreement, unless advised otherwise.

### ITEM 13: REFERRAL TO OTHER POLICIES

13.1 It is important that this Licence Agreement be read in conjunction with the following policies. Copies of the policies below are available from the Property Services web site. [www.propserv.otago.co.nz](http://www.propserv.otago.co.nz)

13.1.1 Traffic and Parking Regulations

University of Otago  
P O Box 56, Dunedin  
C/o Property Services, 111 Albany Street  
Telephone: 479 8015 Facsimile: 479 8030  
e-mail: [parking@otago.ac.nz](mailto:parking@otago.ac.nz)