

Cycle Storage Locker Hire – Terms of Use

1. Parties

- 1.1. These terms of use constitute an agreement between the individual hiring the Locker (“**User**”) and the owner of the Locker, Wellington Regional Council, known as Greater Wellington Regional Council (“**GWRC**”).

2. Hire

- 2.1. Unless agreed otherwise by GWRC, the User must be a regular passenger on commuter rail services. GWRC reserves the right to refuse to allocate a Locker to an individual.
- 2.2. The User must pay the required hire fee (“**Fee**”), as well as a security deposit (“**Bond**”). The Bond will be refunded at the end of the hire term, provided the User follows the process in clause 7 of these terms.
- 2.3. Both the Fee and the Bond must be paid in full before the hire term (“**Term**”) commences.
- 2.4. GWRC will confirm receipt of the Fee and the Bond, as well as the duration of the Term, in writing, which may be via email.
- 2.5. If the User chooses to end their hire period before the expiry of the Term, they will not be entitled to a refund of the Fee. GWRC may, at its sole discretion, consider a refund in exceptional circumstances.

3. Term

- 3.1. GWRC agrees to provide the User with exclusive use of the Locker for the duration of the Term as stated in the Application Form.

4. Stored Items

- 4.1. The User may use the Locker to store their bicycle, cycling equipment, and accessories.
- 4.2. The User is solely responsible for the items stored in the Locker.
- 4.3. The User warrants that the item(s) stored in the Locker do not include any of the following: cash or valuables, food or perishable foods, living plants or animals, flammable or hazardous goods, toxic, polluted or contaminated goods, firearms, munitions, explosives; or radioactive materials.

5. Ownership of the storage locker

- 5.1. GWRC certifies that we have the legal right to let the Locker to the User for the duration of the Term.

6. End of Term

- 6.1. GWRC will notify the User 30 Days' before the expiry of the Term (**End of Term Notification**).
- 6.1 The User shall respond to GWRC to indicate if they intend to end or renew their Term. If the User intends to renew their term, they must make payment within 2 weeks from the date of the End of Term Notification.
- 6.2 If the User does not respond to the End of Term Notification, GWRC will send a notification reminding the User of the expiry of the Term (**Reminder Notification**).
- 6.3 If the User does not respond to the Reminder Notification, GWRC will consider the Term has ended and may recover costs associated with accessing the Locker in accordance with clause 9 of these terms.
- 6.4 If the User wishes to end their hire at the end of the Term, they must remove all belongings from the Locker by 5:00pm on the last Day of the Term as specified in the End of Term Notification, and follow the steps outlined in clause 7 of these terms.

7. Bond return

- 7.1. When the User's Term ends, the User must email GWRC at the email address provided in the End of Term Notification with a photo clearly showing the condition of the inside of the Locker.
- 7.2. The User must return the key to 100 Cuba Street, Te Aro, via tracked courier or delivering it to reception. In either case, the key must be accompanied by the following information:
- 7.2.1. Locker number,
 - 7.2.2. Locker location,
 - 7.2.3. User's name.
- 7.3. **Forfeiture of the bond:** The User forfeits their bond if:
- 7.4. The User fails to collect their personal belongings within 14 Days of the end of the Term and do not respond to GWRC's attempts to contact them.
- 7.5. The key has not been returned or the key has been lost.
- 7.6. The Locker is damaged beyond reasonable wear and tear, as determined solely by GWRC.
- 7.7. The User fails to notify GWRC of damage to the Locker in accordance with clause 8.2 of these terms.
- 7.7.1. Once GWRC has received both the returned key and photo as specified in clause 7.1, provided the bond has not been forfeited, GWRC will process the refund of the Bond.

8. Damage to the Locker

- 8.1. The User is responsible for any damage to the Locker that exceeds reasonable wear and tear.
- 8.2. If the Locker is damaged, the User must promptly notify GWRC using the contact information provide in clause 10. Failure to notify GWRC may result in forfeiture of the bond.
- 8.3. At the end of the Term, GWRC will assess the condition of the Locker, initially based on the photo provided by the User in accordance with clause 7.1. If the photo is unclear, or shows damage, GWRC may assess the Locker in person before determining the condition of the Locker.
- 8.4. If there is a dispute regarding the cause or extent of the damage, GWRC and the User will discuss the matter in good faith to determine the cause and agree on an appropriate resolution.

9. Access, removal, and disposal of property

- 9.1. GWRC will not access the Locker or remove any items stored in the Locker without the User's consent, unless:
- 9.2. The Maximum Hire Term has been exceeded and GWRC is unable to contact the User, or the User is in breach of these terms.
- 9.3. If the User does not respond to the End of Term Letter Notification or the Reminder Notification, GWRC will make one further attempt to contact the User before accessing the Locker.
- 9.4. If GWRC does not receive a response from the User within 10 Days after the end of the Term, GWRC will consider the Maximum Hire Term has been exceeded.
- 9.5. In such cases, GWRC may access the Locker on the next business day following the 10-Day period to remove the User's belongings and replace the lock.
- 9.6. GWRC may recover any reasonable costs associated with accessing the Locker, including cutting and replace the locks, and/ or removing and/ or storing the User's belongings.
- 9.7. If items are removed, GWRC will provide the User with contact information and instructions for collection.
- 9.8. If the User has not collected their belongings within 2 months of removal, GWRC may dispose of the items as GWRC sees fit.

10. Contact

- 10.1. If you have any questions in relation to hire of Locker's, please contact cyclelockers@gw.govt.nz.

11. Definitions

Application Form – means the form provided by GWRC to confirm locker hire.

Bond – means the security payment the User is required to pay before the Term commences.

Day – means any calendar day.

End of Term Notification – means the notification letter or email provided by GWRC in accordance with clause 6.1

Fee – means the cost of hiring the Locker for the relevant Term that the User is required to pay before the Term commences.

GWRC – means the Wellington Regional Council known as Greater Wellington Regional Council.

Locker – means the bicycle storage locker hired by the User and owned by GWRC located at a commuter train station within the Wellington region.

Maximum Hire Term – means the period 10 days after the end of the Term as indicated in clause 9.3

Reminder Notification – means the notification letter or email provided by GWRC in accordance with clause 6.3

Term – means the relevant period of time that the User has exclusive use of the locker being either 6 months or 12 months as confirmed in the Application Form.

User – means the individual who hires the Locker.