

This User Agreement, when accepted, will be an agreement between you and the operator of the CityCycle Bike Scheme in relation to your use of CityCycle Bikes.

The Terms include important conditions that you must comply with when using a CityCycle Bike. Please read them carefully.

Please be aware that you must:

- wear a helmet;
- be 17 years or over and fit;
- check your Bike before you ride it – if there are any defects, don't take it out - lock it back in and take another;
- pay for use in excess of 30 minutes (from check out to lock in);
- if you join by taking out a Membership, and you wish to cancel that Membership, you must cancel at least 72 hours prior to the expiry of the current monthly period or you will be charged another month's Membership;
- not keep a Bike out for more than 24 hours (after 24 hours we will treat the Bike as lost or stolen and debit your account accordingly);
- return your Bike by locking it in at a Bike Station (the light will turn green and it will 'beep' twice when it is locked) – if you don't lock it in, time charges will accrue. Do not use the bike lock at a Bike Station (the bike lock is for use when leaving the Bike is to be secured at another location);
- not use a Bike in heavy rain, fog, high wind or lightning storms;
- not use a Bike if you are unwell or are:
 - on medication; or
 - have consumed alcohol; or
 - have consumed other intoxicating substances;
- lock your Bike if you leave it unattended anywhere except 'locked in' (with a green light showing) at our Bike Station - you will be liable if your Bike is stolen;
- obey all road rules and [safety guidelines](#)
- keep your PIN confidential and only use your CityCycle Access Card or Casual Pass number and PIN to take a bike out for yourself.

Privacy Statement

As the operator of the CityCycle Bike Scheme for the Brisbane City Council, we are required to pass information about persons making journeys to Brisbane City Council. By entering into these Terms, you agree that:

- information about you that you give us is true and not misleading;
- we may use information about your journeys for planning of CityCycle upgrades, distribution of Bikes and to provide you with material relevant to the CityCycle Bike Scheme, cycling and related activities in the City of Brisbane;
- we may pass information about you and your journeys to Brisbane City Council so that Brisbane City Council may inform you about transport options and initiatives and analyse your journeys for public transport, road and cycleway planning;
- we may also collect and use your personal information for a number of purposes, which include to:
 - a) verify your identity;
 - b) respond to your queries;
 - c) maintain our relationship with you;
 - d) provide our products and services to you;
 - e) send you statements and invoices;
 - f) collect payments from you; and

g) conduct research for our own internal purposes.

- We may also use your personal information to send you communications and contact you about our services, programs, events, campaigns, functions or news updates that may be relevant or of interest to you. From time to time we may also send you communications and information about third party products and offers. If you do not wish to be contacted for these purposes you can let us know at any time by contacting us at citycycle@citycycle.com.au or by phone on 1300 229 253. Commercial electronic communications sent by us will contain an unsubscribe facility or otherwise allow you to opt out of such communications.
- We may aggregate personal information of our customers for reporting and statistical purposes. This allows us to better inform ourselves of our customers' preferences and requirements and enables us to monitor the effectiveness of our services and constantly improve. If we disclose any aggregated, demographic or de-identified information to third parties it will not contain any personally identifiable information.
- So that we may use your information for the purposes identified above, we may disclose it to external providers of services; for example, providers of security, marketing, research and IT services.

You agree that we may use and disclose your personal information for any of the above purposes.

Other information

You can purchase a 24 hour Casual Pass (Casual Pass), which can be purchased via the CityCycle website, or at the terminal of a CityCycle Bike Station. If you purchase your Casual Pass at a CityCycle terminal, you will receive a receipt and a ticket attached with your customer number at the completion of the purchase.

You will need to retain this ticket if you choose to access the CityCycle service at a later time after your first journey.

You acknowledge and authorise us to take a pre-authorisation of up to \$48.00 on your card account at the time of purchase as a security deposit.

You should consider obtaining personal injury insurance covering your use of the Bike.

You authorise us to deduct user charges from your card account and to apply the card authorisation in accordance with the Terms and our [usage fees as published by JCDecaux CityCycle Australia Pty Limited from time to time \(Usage Fees\)](#).

By clicking I ACCEPT THE GENERAL CONDITIONS OF ACCESS AND USE OF THE SERVICE, you accept the above and the following terms and conditions (the **User Agreement**) and you enter into a CityCycle User Agreement with the operator of the CityCycle Bike Scheme, JCDecaux CityCycle Australia Pty Limited ABN 38 134 928 500.

You may decline the User Agreement by not clicking I ACCEPT THE GENERAL CONDITIONS OF ACCESS AND USE OF THE SERVICE. If you do not click, this User Agreement will not take effect.

CityCycle™ Subscriber User Agreement

1. DEFINITIONS

The following definitions apply to this User Agreement unless the context otherwise requires:

- **Bike** means a CityCycle Bicycle for use by CityCycle Users pursuant to this User Agreement;
- **CityCycle Access Card** means the card issued to you by the Operator to access CityCycle or, if you have a current and valid TRANSLink go card which you elect to associate with the CityCycle Bike Scheme instead, your TRANSLink go card;
- **Operator** or **We** means JCDecaux CityCycle Australia Pty Limited ABN 38 134 928 500; and
- **PIN** means your personal identification number.

2. THE CITYCYCLE BIKE SCHEME

2.1 Defective Bikes

- a) We operate the CityCycle Bike Scheme. We regularly maintain and service Bikes that are made available from CityCycle bike stations.
- b) You 'self-serve' by using your CityCycle Access Card and PIN to check-out and lock-in a Bike without our intervention or assistance.
- c) We cannot check every Bike after it is locked in and before the Bike goes out again, so you need to check the Bike to see that it is in good working order. If you discover a Bike is defective, please check out another bike.
- d) If you discover a bike is defective while using it you must stop using it and report the defect to us by calling the CityCycle Hotline on 1300 CCYCLE or 1300 229 253. We may issue another Bike to you at the nearest Bike Station, arrange to pick up the defective Bike, or provide other services, at our reasonable discretion.
- e) If a defect is reported in relation to a Bike that is in a bay at a Bike Station we will endeavour to promptly lock that Bike down. We will endeavour to ensure that any defect in any Bike is identified as soon as is practicable, whether the defect is discovered by you, others or our own regular inspection of Bikes.

2.2 Your obligations and warranties:

- a) You agree and acknowledge
 - i. that you have correctly declared your age and that you are over 17 years of age.
 - ii. to wear a helmet;
 - iii. to pay for use in excess of 30 minutes (from check out to lock in);
 - iv. not to keep a Bike out for more than 24 hours (after 24 hours we will treat the Bike as lost or stolen and debit you accordingly);
 - v. to return your Bike by locking it in at a Bike Station (the light will turn green when it is locked) – if you don't lock it in, time charges will accrue – do not use the bike lock at a Bike Station (the bike lock is for use when leaving the Bike somewhere else);
 - vi. not to use a Bike in heavy rain, fog, high wind or lightning storms;
 - vii. not to use a Bike if you are unwell or are:
 - A. on medication; or
 - B. have consumed alcohol; or
 - C. have consumed other intoxicating substances;
 - viii. to lock your Bike if you leave it unattended anywhere except 'locked in' (with a green light showing) at our Bike Station – you will be liable if your Bike is stolen; and
 - ix. to keep your PIN confidential and only use your CityCycle Access Card and PIN to take a bike out for yourself.
- b) You acknowledge that bike riding is hazardous.
- c) You acknowledge and confirm that you know the Road Rules for Cyclists. You should also read our Safety Guidelines, available on the website.
- d) You agree to promptly provide us with full details of any injury or damage to property or traffic offence committed during your use of a Bike and to cooperate with any investigation by us, any legal authorities or insurers and to provide such further information as may reasonably be required.
- e) You agree that you will only use the Bike for normal commuting or recreational use on paved roads and not use the Bike for racing, trail riding, stunts or tricks, riding through water or in any location that is prohibited or a nuisance to others, or to conduct any business.
- f) You agree that we may suspend or cancel your CityCycle Access Card and PIN (or, where you are using a TRANSLink go card as your CityCycle Access Card, disassociate your TRANSLink go card from the CityCycle Bike Scheme and cancel your PIN) and/or otherwise restrict you from checking-out a Bike or from using a Bike if we (including any of our employees) at any time become aware of any breach by you of any of this User Agreement or have good reason to suspect that you may be about to breach any requirement in this clause 2 (such as attempting to check out a Bike while

apparently under the influence of alcohol, or without a helmet), without prior notice to you and without any liability to pay any type of compensation to you.

- g) You are liable for any injury or damage that you wrongfully cause to other people or to property when you use a Bike. Your subscription does not include personal injury insurance or third party property insurance. You should obtain such insurance if you wish to be covered.

2.3 Subscription Options

- a) Whether you are using CityCycle on a Casual Pass, or as a Member, additional Usage Fees apply for any journey in excess of 30 minutes. Such Usage Fees are in addition to the cost of Membership or a Casual Pass and are debited from your account at the end of every month **for Members or within 48 hours after expiry of a Casual Pass holder's validity period.**
- b) A Casual Pass provides access to CityCycle for 24 hours.
- c) There are two Membership options, a Full Membership or a Student Membership.
- d) A Membership entitles you to use of the CityCycle scheme for one month from the date of subscription. **Your Membership will automatically renew each month, and you will be debited another month's Membership fees, if you do not opt-out of your Membership at least 72 hours prior to the end of the current monthly period.** For example, if you take out a Membership on 5 November, you must cancel your Membership on or before 2 December, or you will be charged another month's Membership fees.
- e) The minimum term of Membership is one month. If you opt-out of your Membership prior to the end of the current monthly period, your Membership will still continue until the expiry of that monthly period, and you will not be entitled to any refund of Membership fees for that month.
- f) You can cancel your Membership by visiting the website at www.citycycle.com.au and logging into the "My Account" section of the website with your Membership details. Alternatively you can phone the Contact Centre on 1300 229 253 and request to opt-out.

2.4 Payment for Use of, and Loss of or Damage to, Bikes

- a) You authorise us to debit your credit card or other nominated account, in amounts calculated in accordance with our Usage Fees (including fees for Membership and Casual Passes). To allow us to do this, you agree that we and/or our payment provider may take a 'pre-authorisation' as a security deposit at the time that you provide us your credit card or account details.
- b) You authorise us and/or our payment provider to use and store your credit card and/or bank details in connection with the security deposit and to take all or part of the security deposit to pay for any additional Usage Fees that apply and for any loss and damage arising out of your use of the Bike or breach of the User Agreement.
- c) You will not be charged for the first 30 minutes following the check-out time of the Bike. Charges will accrue in blocks of 30 minutes after the first 30 minutes following the check-out time of the Bike in accordance with our Usage Fees.
- d) You are liable and you agree to pay us loss, damage and repair charges if a Bike is lost or stolen (even if you locked it) or damaged (other than normal wear and tear) while the Bike is checked out to you.
- e) You acknowledge that a Bike is not returned until properly locked in at an available bay at a Bike Station (the light will then turn green and you will hear two 'beeps'). You are responsible for being aware of any elapsed time and properly locking a Bike back in. Once you have locked in a Bike, you may then check-out the same or another Bike.
- f) You may only check-out one Bike at a time.
- g) You agree that we may charge you user fees, CityCycle loss, damage and repair charges, key loss call out and key replacement fees, and CityCycle Access Card replacement charges (all charges being referred to as Allowed Charges) in accordance with our Usage Fees (including fees for Membership and Casual Passes), including by direct debit of your credit card or other nominated account. Debit of your credit card or other nominated account may cover loss of, damage to, or other costs affecting the Bike, lock or key, which we may deduct as Allowed Charges in accordance with our Usage fees.

- h) If we are unable to obtain payment of all Allowed Charges through direct debit of your credit card or other nominated account, we may suspend or cancel your use of the CityCycle Bike Scheme, including by suspension or cancellation of your CityCycle Access Card and PIN (or, where you are using a TRANSLink *go* card as your CityCycle Access Card, by disassociation of your TRANSLink *go* card from the CityCycle Bike Scheme and suspension or cancellation of your PIN), and you will not be entitled to a refund of subscription fees. Advance notice of changes in our Usage fees will be posted on our internet site and take effect from the date then posted.
- i) You agree to report any lost or stolen CityCycle Access Card and any lost or stolen TRANSLink *go* card that is associated with the CityCycle Bike Scheme, or if a PIN is compromised by disclosure.

2.5 Your Use of the Bike

- a) Bikes are offered subject to availability. Bikes may not be available at particular Bike Stations and there may not be bays available for check-in of Bikes at your preferred check-in Bike Station.
- b) You may only have a Bike out and use it during normal operating hours. Normal operating hours are presently 24 hours per day, however the Operator makes no warranty that the CityCycle Bike Scheme, or any part of it, will be available 24 hours per day or during any other particular time period. The Operator may change normal operating hours in its discretion without notice.
- c) You must check a Bike for defects when you propose to take it out: a checklist is displayed at each Bike station and you agree to follow it. If a Bike is defective in any way, you should not take it and you should report the defect.
- d) You agree that you will not modify a Bike in any way, deface it or attach anything to it. The carrier basket is intended to carry light items only. You agree not to try to carry items in your hands or to place heavy or bulky items in the carrier basket (as these may affect your balance and control).
- e) Each Bike is supplied with a lock and key. You must use the lock if you leave the Bike away from a Bike station and unattended at any time and take the key with you. You are responsible for the key. We may charge you a call out fee to unlock a Bike if you lose the key and cannot unlock it, as well as a key repayment fee.

2.6 Using Your TRANSLink *go* card

- a) If you have a current and valid TRANSLink *go* card, then (for as long as that card remains current and valid) you may elect to use that card with the CityCycle Bike Scheme as your CityCycle Access Card. Where you do so, you authorise us to (and warrant to us that you are authorised to) associate and identify your TRANSLink *go* card with the CityCycle Bike Scheme and the terms and conditions relating to CityCycle Access Cards in this User Agreement will apply to your TRANSLink *go* card except as specified otherwise.
- b) For clarity, you acknowledge that we are not the issuer or administrator of TRANSLink *go* cards or otherwise responsible for them, and you must continue to comply with any existing terms relating to your TRANSLink *go* card. You irrevocably release and discharge each and all of Operator and Operator's related corporations, Operator's and its related corporations' directors, officers, employees, agents and sub-contractors, Brisbane City Council and Brisbane City Council's employees, agents and sub-contractors, from, and indemnify each and all of them against, loss or expense (including solicitor-client legal costs) or damages arising out of your use of your TRANSLink *go* card in connection with the CityCycle Bike Scheme.

3 YOUR ASSUMPTION OF RISK AND LIMITATION OF OUR LIABILITY

- 3.1 You acknowledge that you use a Bike at your own risk and as an exercise of your free choice to use a Bike. You agree to at all times comply with your responsibilities stated in clause 2 above and to take all due care in inspecting a Bike and in using a Bike.
- 3.2 You acknowledge that you understand that bicycling is a hazardous activity involving risks to you and others including bodily injury and death and damages which may arise from such bodily injury and death. You acknowledge that you understand that helmets do not eliminate the risk of injury in the event of an accident.
- 3.3 You agree that if you allow another person to use a Bike in breach of your responsibilities stated in clause 2 above, you will be liable in relation to any use by that other person and that the indemnity that you give us in clause 3.8 below will operate and you will be liable to us in relation to any use by that person of a Bike while checked out to you.

- 3.4 Nothing in this User Agreement excludes, restricts or modifies any condition, warranty, guarantee, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified, which statutes and regulations include the Australian Consumer Law and corresponding provisions of Queensland legislation which contain guarantees which operate to protect the purchasers of goods and services in certain circumstances. Subject to the last sentence, all express or implied representations, conditions, warranties, guarantees and provisions whether based in statute, common law or otherwise, relating to provision of products and services pursuant to or as contemplated by that are not contained in this User Agreement are excluded to the extent permitted by law.
- 3.5 If any guarantee, condition or warranty is implied into this User Agreement under the Australian Consumer Law, the Fair Trading Act 1989 (Queensland) or other legislation and cannot be excluded, and Operator is permitted by law to limit your remedies for a breach of any such guarantee, condition or warranty, the liability of Operator for breach of that guarantee, condition or warranty is limited, at Operator's absolute discretion, to one or more of the following: in the case of products, to: replacement of the products or supply of equivalent products, repair of the products; payment of the cost of replacing the products or of acquiring equivalent products; or payment of the cost of having the products repaired; and in the case of services, to: supply of the services again; or payment of the cost of having the services supplied again. This clause 3.5 is also subject to clause 3.6.
- 3.6 Section 64 of the Australian Consumer Law in certain circumstances permits a term of a contract for the supply by a corporation of recreational services to limit liability of the supplier for death or personal injury in relation to that supply. To the extent permitted by the Australian Consumer Law and applicable legislation, the Operator limits its liability for death or personal injury in relation to supply of recreational services to AU\$100,000 per occurrence.
- 3.7 Subject to clauses 3.4, 3.5 and 3.6 and to the extent permitted by law, Operator excludes liability and will not be responsible for loss or damage arising from your failure to comply with any law or your failure to comply with all of the requirements stated in clause 2 above.
- 3.8 Subject to clauses 3.4, 3.5, 3.6 and 3.7 and to the extent permitted by law, you irrevocably release and discharge each and all of Operator and Operator's related corporations, Operator's and its related corporations' directors, officers, employees, agents and sub-contractors, Brisbane City Council and Brisbane City Council's employees, agents and sub-contractors, from, and indemnify each and all of them against, loss or expense (including solicitor-client legal costs) or damages arising out of conduct of defence or award or judgement of or in relation to any claim, action, demand or proceeding (including those arising from negligence or other tortious act or omission by any person indemnified, but only to the extent this indemnity is permitted by law) relating to or arising out of your use of a Bike or your inability to use a Bike, including but not limited to any injury to people or damage to property suffered by any person (including you and any third party) when you use a Bike. You give this release and indemnity on your own behalf and on behalf of your legal guardians (if applicable) and your executors, administrators and assigns. This indemnity survives termination or expiration of this User Agreement for any reason and continues to operate for so long as any claim that is the subject of this indemnity may be brought in any jurisdiction.

4 LAW AND JURISDICTION

- 4.1 This User Agreement is governed by the laws of Queensland, Australia. You agree to the exclusive jurisdiction of the Courts of Queensland in respect of this User Agreement and any legal proceedings arising out of your use of a Bike.

5 ACCEPTANCE OF AGREEMENT AND TERMS AND CONDITIONS BY RIDER AND CHANGES

You acknowledge that you have carefully read this User Agreement and agree to these Terms. Please note that we may update or change this User Agreement from time to time. Such changes will be notified to you by (and are effective on) the posting of updated terms and conditions on our website at [<http://www.citycycle.com.au/Memberships/Usage-fees/CityCycle-usage-fees> which you should check regularly).

6 ROAD AND SAFETY GUIDELINES

Sharing the roads and pathways is everyone's responsibility. These safety tips help keep everyone safe when using CityCycle.

- Check that all the safety features (lights, brakes, tyres) on your CityCycle bike are working before you set off.
- Always wear an Australian standards approved bike helmet.
- Use a bike lane where provided.

- Give way to pedestrians and other users at all times.
- On a footpath or shared path, slow down and sound your bell as you approach pedestrians and pass them on the right.
- On the road, keep left where practical.
- Look out for and follow road signs and signals.
- Always keep at least one hand on the handle bars at all times and sit astride on the seat.
- Never ride across a pedestrian crossing. Dismount and walk your bike across the road.
- Don't carry passengers on your bike.
- Wear light coloured clothing and reflective clothing especially at night.
- Ride no more than two abreast and be prepared to ride in single file on narrow roads.
- Signal a change of direction with clear hand signals.
- Watch out for vehicle doors opening.
- Never hold on to another moving vehicle while riding.
- Do not overtake vehicles if they are turning left.
- If you stop for a short time, use the anti-theft locking device provided with the bike.
- Be predictable – travel in a straight line – do not weave.
- Use of devices with earphones is not recommended as it may cause a distraction.
- Always consider your own safety and that of others at all times.