

Terms and Conditions for Use of End-of-Trip facilities



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Definitions

1. In these Conditions, the following terms have the following definitions:
 - (a) **Access Card** means a card which enables access to the Facilities.
 - (b) **Facilities** means our end-of-trip facilities, including any:
 - (i) bicycle parking facility.
 - (ii) shower facility.
 - (iii) change room facility; and/or
 - (iv) locker facility.
 - (c) **Nominated Contact Details** means the contact details nominated by you in your application form or as updated in accordance with clause 13.
 - (d) **Semester** means those monthly periods of time when UQ is operating its standard education programs each year.
 - (e) **UQ** means the University of Queensland.
 - (f) **We / us / our** refers to the University of Queensland; and
 - (g) **You / your** refers to any person who enters or uses the Facilities.

Agreement

2. These Conditions apply to all persons using the Facilities.
3. By entering or using the Facilities, you agree to be bound by these Conditions.

Applications for Access

4. You may apply for access to Facilities if you:
 - (a) are a UQ employee or student; and
 - (b) have not previously had your access to Facilities terminated for breach of the relevant terms and conditions of use.
5. You may apply for access by:
 - (a) Complete and submit the application form located at <https://campuses.uq.edu.au/files/2627/pf05-bike-box-locker-application.pdf>
 - (b) emailing pfassist@pf.uq.edu.au requesting access to the facility
 - (c) providing satisfactory evidence that:
 - (i) you are a current UQ staff or student
6. We may grant access to Facilities to any person, at any time, for any period, in our absolute discretion and despite anything else in these Conditions.
7. Access to the facilities will be granted on your current UQ ID card

Use of Access Card

8. You must:
 - (a) keep your Access Card secure.
 - (b) not give your Access Card to, or allow it to be used by, any other person.

9. You must swipe your Access Card every time you enter the Facilities. You must not follow another person into the Facilities without swiping your Access Card.
10. You must not allow another person to enter the Facilities with you or behind you, without swiping their own Access Card.
11. You must produce your Access Card upon official request from a UQ authorised officer.
12. If your Access Card is lost or stolen, you must report this to PF Assist as soon as possible.
13. You must promptly notify PF Assist of any changes to your contact information provided in your application form, or any subsequent changes.

Use of Facilities

14. You must not access or use the Facilities in a way which does or may:
 - (a) damage the Facilities, any other part of the building in which the Facilities are located, or any personal or other property located in the Facilities.
 - (b) place the health and safety of yourself or any other person at risk; or
 - (c) place the security of the Facilities, property in the Facilities, or the building in which the Facilities are located, at risk.
15. While in the Facilities, you must:
 - (a) comply with any other rules and signage in the Facilities.
 - (b) not obstruct entry, exit or general movement of any other user of the Facilities.
 - (c) not exhibit or engage in any conduct or behaviour that is illegal, violent, aggressive, threatening, intimidating, offensive, objectionable, humiliating, or inconsiderate to any other person.
 - (d) not smoke, vape or consume alcohol or other intoxicating substances.
 - (e) not use any camera, audio or video records or any other recording devices.
 - (f) comply with all laws and UQ policies, procedures, requirements, and instructions aimed at reducing the spread of COVID-19, including any legal restrictions related to your vaccination status; and
 - (g) comply with any reasonable requests, instructions or directions made by a UQ authorised officer.
16. You must not take into the Facilities any:
 - (a) dangerous, hazardous, or illegal items or substances; or
 - (b) animals other than a guide, hearing or assistance dog as defined under the *Guide, Hearing and Assistance Dogs Act 2009* (Qld).
17. A UQ authorised officer may search you or your bag and may confiscate any items or substances prohibited under paragraph 17 or any item which, in the UQ authorised officer's opinion, may cause injury or a nuisance to other users of the Facilities.
18. You must promptly notify PF Assist of any:
 - (a) damage to the Facilities; or
 - (b) issue that impacts on your own or others' health, safety, or enjoyment of the Facilities.
19. You must promptly notify UQ Security of any:
 - (a) lost or stolen property.
 - (b) personal injury occurring at the Facilities.
 - (c) emergency.

20. The shared areas of the Facilities are under 24-hour CCTV surveillance. You consent to our collection, use and disclosure of CCTV footage for all reasonable purposes connected with our management of the Facilities and the University.

Bicycle and Scooter Parking Facility

21. When using the bicycle and scooter parking facility, you must:
- (a) store your bicycle only on a bicycle rack, not leave it freely around the facility.
 - (b) not leave locks or chains on a bicycle rack that you are not using.
 - (c) not store anything other than your bicycle or scooter in the facility; and
 - (d) ensure the facility door is closed after you enter or exit the facility.
22. We recommend that you securely lock your bicycle or scooter. You are responsible for providing your own locks and chains.
23. Please follow appropriate manual handling procedures when placing your bicycle on the rack.

Change Rooms

24. When using the change room facility, you must:
- (a) use provided items in an appropriate manner.
 - (b) use reasonable endeavours to save water.
 - (c) store personal belongings only in a locker, not leave them freely around the Facilities (except for your towel which you must store either in your locker or on a provided towel hook).
 - (d) not store any work-related equipment in the facility;
 - (e) leave the change room clean and tidy after use; and
 - (f) keep the facility door is kept closed.

Lockers

25. We recommend that you securely lock your locker. You are responsible for providing your own lock.
26. A UQ Security Officer may open and inspect any locker at any time including, where necessary, by cutting any lock owned by you.

Termination of Access

27. You must promptly advise PF Assist if you no longer require access to the Facilities. We consider that the period of 7 days to provide the advice required under this clause will satisfy the requirement for “prompt” notice.

Frequency of Use

28. We grant you access to the Facilities on the basis that you will regularly use the Facilities. Our requirement for regular use of the Facilities will be satisfied if you use the Facilities at least once per week during each Semester.
29. We may:
- (a) audit Access Card records to determine your frequency of use; and
 - (b) UQ may terminate your access if you do not use the Facilities during any 30-day period.

Suspension

30. You may request suspension of your access if you do not intend to use the Facilities for a 30-day period due to injury, illness, leave, secondment or for any other reason.
31. We may decide whether to grant you a suspension of access, and the period of that suspension, in its absolute discretion.

Termination

32. Without limiting the provisions in clause 37, we may terminate your access to the Facilities and deactivate your Access Card:
 - (a) on 7 days' notice, for any reason in our absolute discretion and without being required to assign any reason;
 - (b) without prior notice if you fail to comply with any of these Conditions; and
 - (c) without prior notice, if you do not use the facilities for the minimum frequency set out in paragraph 29.

Uncollected Property

33. Within 7 days of termination or suspension of access to the Facilities, you must remove all your property from the Facilities by contacting UQ Security or PF Assist on the numbers under the Enquiries heading to arrange for temporary supervised access to the Facilities.
34. If you have not removed all your property from the facilities within 7 days of your access being suspended or terminated, we will attempt to contact you using your Nominated Contact Details.
35. If you do not respond to us within 21 days of being contacted in accordance with paragraph 34 or if we are unable to contact you using your Nominated Contact Details, we will:
 - (a) remove your property from the Facilities (including, where necessary, cutting any lock or chain securing your property);
 - (b) provide the property to UQ Security to be dealt with as lost property, which may include disposal of that property (see [Lost property - Campuses - University of Queensland](#)); and
 - (c) attempt to contact you again using your Nominated Contact Details, to inform you that we have taken those steps as outlined in clauses 35(a) and (b).
36. You specifically agree that any loss sustained by you under clauses 33-35 are assumed by you and you release us and hold us harmless if you sustain such loss in accordance with the provisions in clause 39.

Refusal of entry, removal and banning

37. We reserve the right to close the Facilities at any time without notice for whatever reason and without being required to assign any reason, (particularly, but without limitation, in the case of emergency).
38. We may, in our absolute discretion:
 - (a) refuse you entry to the Facilities or any part of them.
 - (b) ask you to leave the Facilities or any part of them.
 - (c) remove you from the Facilities; and/or
 - (d) ban you from the Facilities, for a fixed period or indefinitely

Provided that

if we take any of the steps referred to in this clause 37, your property will be made available to you for removal from the Facilities via supervised access to be arranged by you by your contacting UQ Security or PF Assist as detailed in clause 33. Should you fail to make contact for the purpose of removal of your

property under this clause, your property will be dealt with as lost property in accordance with the provisions in clause 35(b).

Risk and Indemnity

39. You voluntarily assume the risk of, and indemnify and hold harmless UQ and our officers and employees against:
- (a) all damage and loss (including property damage, personal injury, and economic and consequential loss) sustained by you, directly or indirectly, as a result of or in connection with your attendance at and use of the Facilities, however arising, including damage or loss caused by the act, omission or negligence of UQ or our officers or employees, or any other person; and
 - (b) any claim, damage or loss suffered by UQ or our officers or employees, or any other person directly or indirectly as a result of, or in connection with, your breach of any law, breach of these Conditions, or negligent or fraudulent act or omission.

Amendment

40. We reserve the right to amend these Conditions at any time without notice to you.
41. If we do amend these Conditions, we will provide you with written confirmation of the amendments within a period of 14 days from the date of the amendments coming into force by contacting you using your Nominated Contact Details.

Enquiries

All enquiries should be made to PF Assist in the first instance.

PF Assist
3365 2222

UQ Security
3365 1234



Contact details

PF Assist

T +61 7 3365 2222

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