

**General Terms and Conditions (GTCs) for Bike Sharing
Systems
Operated by TIER Operations Ltd**

The following general terms and conditions (GTCs) are valid for the use of rental cargo bikes offered by TIER Operations Ltd (TIER). Paragraphs §1 – §9 of our GTCs regulate the rights and obligations for the use and rental of bikes/pedelecs. Paragraphs §10 – §20 regulate the business relationship between TIER as operator of the rental system and its customers.

*Pedelecs shall, for the purposes of these GTCs, refer to: an electrically assisted pedal cycle (or EAPC, or ebike, or Pedelec). The bike has a motor that propels it when the user pedals; the electric motor does not propel the user when traveling more than 25 km/h (15.5mph); the overall power of the pedelec does not exceed 250 watts in all cases.

§1 Jurisdiction and subject of the General Terms and Conditions

- 1) TIER (the “provider”) rents cargo bikes to registered customers (“customer”) in the WECA scheme (“operation area”) as far as the products and services are available. These GTCs regulate the relationship between TIER and the respective customer in terms of the registration (framework contract) and the conditions for the conclusion of rental contracts.
- 2) Rentals and returns are possible either by telephone or via smartphone app.
- 3) Individual agreements made orally between parties before or during the contractual period, deviating from these GTCs must be approved and confirmed in writing by an individual having the appropriate authority to do so from TIER.
- 4) These GTCs are entered into and finalized in the English language.
- 5) A further overview of individual bike/pedelec locations may be viewed online at <https://www.nextbike.co.uk/en/locations/>. If the customer wants to rent bikes/pedelecs from different TIER brands outside the operation area, the customer will be informed about those local rates and GTCs.

§2 Registration, Confirmation and Termination

- 1) Application for registration (“application”) is possible via smartphone app or online. In order to become a registered customer, the applicant must be 18 years of age at the time when the application is approved.
- 2) The following data shall be deemed mandatory in order to register with TIER : name, address, phone number, birthday and email address. If any of the above data is found to be intentionally fake, TIER reserves the right to close the account.
- 3) Furthermore, cargo-specific safety training must be completed prior to first use, which is a mandatory part of registration in the app or online.
- 4) Following receipt of all relevant personal data, the provider decides whether or not to accept and approve the framework contract with the applicant.
- 5) Approval of the application shall result in the issuing of an activation notice. This notification may occur in written form, telephonically, via email or SMS.
- 6) Upon registration, the applicant shall receive a personal identification number (PIN) which they may use to log into the smartphone app and their online customer account as well as to enter into rental agreements at rental terminals and bike computers.
- 7) Following registration, a framework contract between TIER and the customer is entered into and the customer gains access to a customer account. However, entering into the framework contract does not amount to the conclusion of an individual rental agreement between TIER and the customer.
- 8) Registration is free of charge for applicants via smartphone, the WESTcargo website or telephone. For rentals subject to fees, a valid means of payment must be provided prior to the time of rental.

- 9) Prepaid cards and virtual cards or virtual credit cards numbers are not accepted by the Provider.
- 10) For verification, the provider will charge a nominal deposit amount, which will be added to the customer’s credit balance and applied to future rental fees. Depending on the choice of rates, the provider is authorized to charge rental fees. The amount of these fees and deposits may be requested via telephone and is also available online at <https://www.nextbike.co.uk/en/prices/>.
- 11) The customer is obliged to inform TIER immediately of any changes to their personal information which occurs during the business relationship. This includes personal data and information regarding payment methods. (e.g. address or credit card information).

§3 Duration of Rental

- 1) The chargeable rental period of a cargo bike begins when the lock is opened by the customer.
- 2) The customer is obliged to inform the provider or check if automatic return was successful at the end of the rental period in accordance with §8. Upon provision of this information, the chargeable rental of the cargo bike as well as the rental period to be invoiced will be over. The official end of the rental period shall be marked with the receipt of information by the customer via phone. Customer service must be informed about any problems via the service hotline immediately. Notification at a later stage may result in any associated recourse claims being rendered invalid.

§4 Rental Limitations

Unless otherwise stated in writing by TIER, each customer may rent up one (1) cargo bike on their customer account at a given time. Any membership rate or special offering on the account will only be valid for one (1) bike at a time. Other rentals made at the same time shall be charged at the Pay As You Go rate (exceptions if applicable to this will be mentioned on the websites of the respective operation areas). Individual arrangements are subject to the availability of rental cargo bikes and are possible upon written approval by TIER.

§5 Terms and Conditions of Use

- 1) The rental cargo bikes may NOT be used:
 - a) by persons who are younger than 18 years,
 - b) to transport illegal, flammable, explosive, toxic or dangerous materials or substances,
 - c) for journeys outside of the operation area without the written consent from TIER,
 - d) for hiring to third parties,
 - e) to participate in bicycle races or bicycle test events without the prior, written consent of TIER.

**General Terms and Conditions (GTCs) for Bike Sharing
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- f) by individuals under the influence of alcohol or drugs (zero
- g) legal (alcohol) limit),
- h) for any purposes other than the customer's private use (e.g. the completion of any business activities - the improper use of the rental bikes under this section shall include but not be limited to the usage of the rental bikes to complete any activities that are related to or can be defined as a delivery business). For the avoidance of the doubt this shall not include the usage of the rental bike to travel to the customer's work location or work related meeting.
- i) The use of cargo bikes during any adverse weather conditions is at the user's own risk and **TIER advises the user NOT to use the cargo bikes in such conditions.**
- j) bikes may not be placed in any form of public/private transport.

- 2) The customer is obliged to obey all road and traffic laws and regulations.
- 3) Freehand ("no-hands") operation of the cargo bikes is not allowed at any time.
- 4) It is forbidden to use the cargo bike box in an improper manner or overload it (maximum allowable load: 80 kg). The customer is obliged to ensure that all transported goods and items are properly fastened and secured at all times. Further instructions are included on stickers in the box.
- 5) Unauthorized modifications or alterations to the rental cargo bikes are not allowed.
- 6) Following the successful return of the rental cargo bike, if the customer wishes to reuse the returned cargo bike they shall be required to initiate a new rental process.
- 7) The customer is not allowed to change the provided lock code or to provide it to third parties. In cases where it is found that tampering of the lock has taken place, a fee shall be applied to the customer in question's account.
- 8) If a customer provides a cargo bike to a third party to use, they must guarantee that the third party agrees to these GTCs. The customer is responsible for the actions of any third parties they allow to use the cargo bike to the same extent as for their own actions. When lending the cargo bike to a third party, the party must be older than 18 years.

§6 Condition of cargo bikes

- 1) The customer is responsible for making themselves familiar with the condition and the appropriate use of the rental cargo bike before rental.
- 2) The customer is obliged to check before use that the cargo bike is in a roadworthy and safe condition, as much as is reasonably possible. Should the customer find technical defects or deficiencies at the beginning of, or at any point during the rental period, they must notify customer service, end the rental and stop using the cargo bike immediately. If there is a technical defect or deficiency after rental but before the customer uses the cargo bike, the rental will be canceled by the provider once notified by the customer.
- 3) Defects such as tire damage, rim defects or gear shift failures must also be reported immediately. If the cargo bike is found without its lock, the customer is obliged to contact customer service.
- 4) Pedelecs require periodic battery charging in order to function. The customer agrees to use the pedelecs safely and comply with all restrictions and requirements associated with pedelecs as required by any laws and or regulations. The customer further

agrees and acknowledges the following:

- all TIER pedelecs are limited to 25km/h,
 - the level of charge remaining in the battery of the pedelec will decrease with usage (in regards to time and distance). As the level of power decreases, the speed and other operational capabilities of the pedelec may decrease,
 - the level of charge of the pedelec at the time of the customer's rental is not guaranteed and may vary with each rental,
 - rate of loss of charging power during usage of the pedelec is not guaranteed and shall vary based on a number of factors (e.g. geographic terrain, weather conditions and other factors),
 - It is the customer's responsibility to check the level of charge power of the pedelec and make certain that it is adequate before initiating rental/usage of the pedelec.
- 5) TIER, through the assistance of a third party, collects, processes and uses location data of pedelecs only while rented (this is set out in more detail on the TIER privacy policy) in the legitimate interest of the provider.

§7 Parking of cargo bikes

- 1) The customer is obliged to follow road traffic regulations when parking the cargo bikes. Furthermore, they must ensure that the cargo bike does not hinder road safety, that other vehicles and/or traffic are not obstructed and that no damage is done to third parties or their property. The kickstand is to be used every time the cargo bike is parked and the cargo bike is to be placed in the provided bike racks at the rental station.
- 2) Customers are **NOT** allowed to park cargo bikes:
 - a) at traffic lights,
 - b) at parking ticket machines or parking meters,
 - c) at traffic signs,
 - d) on walkways which are thereby reduced to a width of less than 1.50 meters,
 - e) in front of, in or near emergency exits and fire department service zones,
 - f) where the cargo bike blocks local advertisements,
 - g) to lock the cargo bike at fences of private or public buildings,
 - h) on train and or bus platforms,
 - i) on public bike racks,
 - j) in buildings, backyards/courtyards or within any type of vehicles at any time,
 - k) on guiding paths for the blind,
 - l) at or in front of post boxes,
 - m) in front of doors or gates or in their swivel range,
 - n) in or in front of driveways.
- 3) The cargo bike must be locked properly when not in use, even if the customer leaves the cargo bike unattended for a short time. More information about how to lock a bike can be found on our website: www.nextbike.co.uk/westcargo/en/#how-it-works. The customer shall NOT be allowed to park the cargo bikes in parks/green spaces or on private property.
- 4) Failure to comply with the above provisions shall result in the charging of service fees, <https://www.nextbike.co.uk/en/prices/>.
- 5) The customer shall be responsible for payment of any official fines and/or claims on the part of any third parties incurred as a result of non-compliance with these regulations or legal

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Systems
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regulations.

§8 Returning of cargo bikes

- 1) The cargo bike **MUST** be returned to a station.
- 2) Any cargo bike returned to any other place (improper return) shall be subject to a fine.
- 3) The cargo bike must be returned so that it is clearly visible at one of the stations published in the app using the lock provided. The customer is obliged to check within the app if the return was successful.
- 4) Should the customer, due to their own fault, not return the cargo bike at a station as described in paragraph 1 to 3, provide false information or forget to return the cargo bike entirely, TIER will charge them a service fee (contractual penalty) in accordance with the current price list as published at <https://www.nextbike.co.uk/en/prices/>.

§9 TIER Liabilities

- 1) TIER shall be liable to the customer in any case of malicious intent or gross negligence demonstrated by TIER, as well as by any representatives or agent in accordance with the statutory provisions. Furthermore, TIER is only liable for the violation of life, bodily health or culpable violation of essential contractual obligations or any other statutory reasons that may be applicable. Should any essential contractual obligations be breached, the claim for damages shall be limited to the foreseeable damage adhering to the contract. TIER is not liable for damages to objects which have been transported during a rental either through the use of the bike basket or the cellphone holder (if applicable), unless the damage was due to intentional or grossly negligent behavior of TIER. Other than the aforementioned stipulations, the liability of TIER is excluded.
- 2) TIER shall not be liable in cases of improper and/or unauthorized use of the bicycle in accordance with §5 unless the damage was due to intentional or grossly negligent behavior of TIER or the damage would have occurred independent of the improper/unauthorized use.

§10 Customer Liabilities

- 1) Use of services provided by TIER occurs at the customer's own risk. The customer takes full responsibility for damages caused by themselves. The customer is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof. Claims made by TIER's liability insurer against a customer remain unaffected.
- 2) The customer shall be made liable for all costs and damages incurred by TIER due to culpable non-compliance with obligations under these terms and conditions.
- 3) If the customer causes damages due to any negligent behaviour or the bike is stolen because of such, the customer remains liable according to the costs for material and labour costs or recovery of stolen bikes to an amount up to but not exceeding (please refer to the nextbike by TIER website in regards to this <https://www.nextbike.co.uk/en/prices/>). This maximum amount does not apply in cases in which the customer has caused the damage intentionally or where the customer is proved to be grossly negligent in their actions. In such cases, the amount of liability claims applicable shall be determined by the actual amount and real value of damage incurred.
- 4) The customer is liable for the consequences of traffic offences or criminal offences committed by them during use. They shall

bear all resulting costs and indemnify TIER completely against any claims of third parties.

- 5) If the cargo bike is stolen during the rental period, the customer must report the theft immediately to the police and then to TIER via the customer service line and via an email to info@nextbike.co.uk.
- 6) TIER is entitled, in cases of due reason e.g. non-compliance with these GTCs or any other applicable laws or regulations and in particular in cases of misuse, to cancel customer rights and thereby exclude customers from using TIER services and bicycles.
- 7) Information obtained by the police regarding non-compliance with these GTCs, any applicable laws or regulations, while the customer or any user under their account are using a bicycle may be disclosed to TIER. TIER may use such information to exclude or suspend the customer from using the bicycles.

§11 Customer Obligations in Case of Accidents

TIER must be informed of accidents immediately via telephone and email at info@nextbike.co.uk. In cases of accidents involving not only the user, but also third-party property or other persons, the customer is also obliged to report the incident to the police immediately. Failure to do so on the part of the customer shall result in the customer being liable for damages incurred by TIER owing to infringement of said obligation.

§12 Confidentiality of User Information

- 1) The customer is responsible for preventing unauthorized use of the customer's user data by third parties. This applies, in particular, to their personalized PIN/password.
- 2) TIER expressly states that TIER employees are not authorized to and will never request or ask for the customer password.
- 3) The customer may change the personal data anytime and as often as they want.
- 4) Should the customer have reason to believe that their user data has been compromised or misused, they should inform TIER of this fact immediately.
- 5) The customer may deactivate their customer account either online at <https://secure.nextbike.net/uk/en/account/> or by means of written notification sent to TIER (info@nextbike.co.uk).

§13 Fees, Prices and Calculations

- 1) TIER's calculation of all fees and services shall be charged on the basis of the prices valid at the beginning of each individual use of bicycle (rental according to §3). Rental fees can be found on <https://www.nextbike.co.uk/en/prices/>.
- 2) Special rates (e.g. annual membership, monthly membership) or gift certificates are valid for one cargo bike per rental. These are also, in general, valid for and may only be used by the person to which they were specifically issued in accordance with the current price list.
- 3) Cancellation of special rate agreements does not result in the automatic deactivation of a customer account with TIER. Should the customer wish to deactivate an account, this may be done online at www.nextbike.co.uk or via email to info@nextbike.co.uk.

**General Terms and Conditions (GTCs) for Bike Sharing
Systems
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§14 Payment and Delayed Payment

- 1) The customer is obligated to pay the billed amounts by means of payment methods provided by TIER. The customer may change their preferred method of payment at any time.
- 2) Should it be impossible to process a payment due to insufficient funds in the customer's account due to the customer's fault or for other reasons for which the customer is responsible, TIER will close the account until the account is updated, unless the customer is able to show that the actual expense incurred was lower. In individual cases and if the customer is not able to show that the expense was lower, the claims made by TIER may be equal to, but may not exceed the actual expenses incurred.
- 3) If the customer defaults in payment, default interest will be charged at the statutory interest rate. Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the customer.
- 4) If the payment is delayed for at least two (2) months, equal to or greater than 15 GBP, TIER is authorized to demand the entire claim and to discontinue its service until the customer meets their obligations.

§15 Billing, Rental Lists, Controlling

- 1) TIER invoices its customers according to the current rate and price list available at www.nextbike.co.uk/westcargo/en/#tariffs. Finalized rental processes (including costs and time periods) may be viewed by the customer in their online account at <https://secure.nextbike.net/uk/en/account/> and in the app. This listing of all completed rental processes does not include items which are extraordinary and cannot be included by the automated system (such as fees due to contractual non-compliance and/or service fees).
- 2) Debiting of the customer's account occurs automatically. TIER reserves the right, however, to demand payment by customers either by telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to TIER within 30 days of receipt of the invoice. Customer rights following expiry of the objection period, also in cases of rightful claims, remain unaffected. Any refunds due will be credited to the customer's account and applied to the next due payment unless otherwise dictated by the customer.

§16 Termination and Deletion of Customer Information

- 1) Both contractual partners may terminate the framework contract at any time with a notice period of two weeks. The right to extraordinary termination is not affected by this provision. The customer may deactivate their customer account either online at www.nextbikeco.uk or via email to info@nextbike.co.uk.
- 2) Special rates are linked to specific contractual periods. Conditions for termination of special rates are specified in the respective special rate agreement.

§17 Privacy Policy

- 1) Information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy online at <https://www.nextbike.co.uk/en/privacy/>.

§18 Further Provisions

- 1) These GTCs and customers' use of TIER's services are governed by and construed in accordance with the laws of England and Wales.
- 2) Verbal auxiliary agreements do not exist.
- 3) Legal ineffectiveness of any part of these GTCs does not affect the validity of the remainder of the document.
- 4) Should a provision of these GTCs be or become ineffective or unfeasible, the validity of the remainder of the document and its provisions shall remain unaffected. A regular and valid provision which has the aim and purpose of the law with similar context shall be adopted in place of the invalid provision

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