

# **Santander Cycles User Policy**

## **Version: 2.0**

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# Santander Cycles User Policy

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## **1 Terms and Conditions and definitions**

- 1.1 This User Policy is referred to in:
- (a) conditions 2.2, 11.7, 11.11, 15.1 and 15.3 of the Santander Cycles User terms and conditions (the “General Terms and Conditions”); and
  - (b) conditions 2.6 and 15.1 of the Cycle Hire Business Account Terms and Conditions (the “Business Terms and Conditions”).
- 1.2 The definitions in the General Terms and Conditions and Business Terms and Conditions (as applicable) apply in this User Policy. In addition to those definitions ‘User’ in this policy means the person using or paying for the use of the Cycle at the time relevant to the policy condition and this can be:
- (a) a Registered User, Additional User or Non-Registered User; or
  - (b) in relation to Business Accounts, a Business Individual Account Holder, Business Pooled Account Holder, Registered User or Guest User.
- 1.3 For avoidance of doubt, the General Terms and Conditions and business Terms and Conditions take precedence over this User Policy if there is any inconsistency.
- 1.4 TTL stands for Transport Trading Limited, the trading name of TfL (Transport for London).

## **2 Right to use Santander Cycles**

- 2.1 TTL and its agent reserve the right to refuse a User Access to Santander Cycles in the event that:
- a) a User has previously been suspended from Santander Cycles for failing to adhere to the General Terms and Conditions or Business Terms and Conditions or any applicable UK laws;
  - b) TTL and/or its agent has reason to believe that a User is attempting or has attempted to use a Payment Card, Key or Bike Access Promo Code to defraud TTL;

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- c) a Registered User, Non Registered User or Business Pooled Account Holder does not have a valid Payment Card ;
- d) TTL and/or its agent receives a Police instruction that a User has committed a cycling offence in accordance with any applicable UK laws;
- e) a Registered User or Non-Registered User has outstanding Charges payable to TTL, which are overdue from previous use of Santander Cycles.

### **3 Exclusion and suspension**

3.1 TTL and/or its agent reserve the right to exclude or suspend access to Santander Cycles in the event that:

- a) a User fails to comply with the:
  - a. General Terms and Conditions or Business Terms and Conditions (as applicable); and/or
  - b. any applicable laws;while using a Cycle;
- b) If a Registered User, Non Registered User, Business Individual Account Holder or Business Pooled Account Holder has outstanding Charges payable to TTL and TTL and/or its agent is unable to collect these Charges due to insufficient funds or invalid payment method. Once payment of the outstanding Charges has been received by TTL and/or its agent, TTL and/or its agent will reactive the relevant Key/Bike Access. If the outstanding Charges are recuperated via a debt recovery agency, the Registered User, Non Registered User, Business Individual Account Holder or Business Pooled Account Holder will not be allowed to register to use Santander Cycles in the future.

### **4 Scheme Suspension**

- 4.1 It may be necessary under certain conditions for TTL and/or its agent to suspend part or whole of Santander Cycles from public use.
- 4.2 Such circumstances could arise due to system faults, planned events, extreme environmental conditions or force majeure. There may under certain circumstances be cause for refunds to be given and these will be governed by the Refund Policy and the discretion of TTL and/or its agent.
- 4.3 When TTL and/or its agent suspend the whole or part of Santander Cycles, TTL and/or its agent will endeavour to ensure that Users are informed by the terminal screens, the website and messages on the Contact Centre telephone system. There may however be a circumstance outside of TTL's and/or its agent's control where this cannot be done and, on such occasions, Users should contact the Contact Centre for further information.

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### **5 Purchasing Bike Access**

- 5.1 A Registered User can purchase Bike Access via their online account or through the Contact Centre.
- 5.2 A Business Individual Account Holder and Business Pooled Account holder can purchase Bike Access through the Contact Centre.
- 5.3 A Casual User can purchase Bike Access using their Payment Card at a terminal or via the Barclay's Cycle Hire website.
- 5.4 A Registered User, Casual User, Business Individual Account Holder or Business Pooled Account Holder cannot purchase Bike Access via the post or with cash.
- 5.5 You cannot open a second Registered User account using the same Payment Card.
- 5.6 A Registered User may purchase additional Bike Access as a Casual User using the same Payment Card used to purchase Bike Access on their account.

### **6 Non Return Charge**

- 6.1 If a Cycle is not returned within 7 days from the time the Cycle is undocked, then a Registered User or Casual User or Business Pooled Account Holder (as applicable) will be liable for a Non Return Charge.
- 6.2 If the Cycle is recovered, the User may be entitled to a partial refund of charges in line with the Refund Policy, and at the discretion of TTL and/or its agent.
- 6.3 Where a Non Return Charge is applied it will be taken directly from the Payment Card or Direct Debit Instruction used to purchase the Bike Access.