

## click2cycle Bike Share and Operator Agreement Waiver

### **1. Introduction.**

These terms and conditions apply to your use of the “LINKA Go Bike Share”, a bike share service brand provided by click2cycle, a company incorporated in England and Wales under company number 11082956 whose registered office is: Kent Cottage, 19 Chapel Street, Hythe, Kent, CT21 5BE, referenced herein as “Operator”.

Please read these Terms and Conditions carefully before hiring a bicycle “Bike”. They contain important information concerning the hire by you “The User” and any “Additional Users” (where applicable) of the Bikes. By accepting these Terms and Conditions you confirm that you have read and understood them and you agree to all the terms of use of this service. If you do not agree with these Terms and Conditions, you should not use click2cycle Bike Share.

### **2. Definitions and Interpretation.**

Operator: Refers to click2cycle.

Bike: A bicycle hired from click2cycle.

App: The LINKA Go application available from The Apple Store or Google Play.

User: The person hiring the Bike from click2cycle.

Additional User: Additional persons included in a booking of more than one person.

We, Our, Us: refers to click2cycle.

Charges: Charges payable by you, the hirer of a click2cycle Bike (See Clause ... below)

Geozone: Refers to the click2cycle Bike Hire Stations where Bikes may be hired and returned, located by the User in the App.

Lock: refers to the lock attached to the Bike which secures it in place at the Bike Hire Station.

### **3. How it works. Hire and Return of a Bike.**

Once an acceptable form of payment has been entered through the LINKA Go App, the User can unlock a Bike selected at a Bike Hire Station by scanning the QR code on the frame of the Bike, under the saddle. Should the User fail to scan the QR code correctly, the Bike has an identification number which can be entered manually on the App.

The rental begins when the lock is unlocked from its dock and ends when the Bike is returned to any of the Bike Hire Stations in the click2cycle network; secured in place and the lock is locked correctly.

#### **4. Additional Users.**

The User must ensure that each Additional User understands and agrees to these Terms and Conditions.

Where provided for in the App, the User may hire up to 4 Bikes for use by Additional Users.

#### **5. Bike Rental Plans and Fees.**

The Operator offers 2 payment plans: "Pay-as-you-go" and a monthly "Explorer Pass." The "Pay-as-you-go" follows a pay per single use concept.

##### **5.1 Rental Payment plans**

5.1.1 The 'Pay-as-you-go' option costs £6 for the first hour and each subsequent period of 30 minutes costs £2.00. Charges will be rounded up to the nearest 30 minutes after the initial 60 minute period.

5.1.2 The 'Explorer' pass is a monthly subscription of £6 which allows the User to rent a Bike for £2 per 30 minutes, (or part thereof) thereby reducing the first hour rate. There will be no charge for the first 30 minutes of the first rental.

5.1.3 The User's rental time cannot be carried over from one day to the next.

5.1.4 Any unused minutes will expire.

5.1.5 The period of use will be assessed from the data provided by our systems which shall be proof of the User's and each Additional User's period of use.

##### **5.2 Payment by credit or debit card.**

5.2.1 The User must upload valid credit or debit card details on signing in to the click2cycle App in order to be able to rent a Bike. The User represents and warrants the Operator that the User is authorised to use the card details supplied.

5.2.2 The User authorises the Operator to charge the credit or debit card supplied through the App for all fees in respect of this agreement. If the credit

or debit card details are declined, the User must update the payment information with alternative card details before a Bike can be hired.

### **5.3 Maximum time limit for Rental.**

The user must return the Bike to a click2cycle Bike Hire Station no later than 12 hours from the start of the rental. Beyond this time, the Operator may deem the Bike to be missing or stolen and will charge the User the replacement fee of £300.

### **5.4 Repair charge.**

If a Bike is damaged during the User's rental period, further than normal wear and tear, whether by negligent or intentional means on the part of the User; the User will be charged the cost of the repair of the damage.

### **5.5 Stolen Bike charge.**

If the User leaves the Bike unlocked or unattended and it is stolen, the Operator may charge the User a replacement fee of £300.

### **5.6 Violations.**

The User shall be totally responsible and shall indemnify the Operator, for any fines or fees incurred against the Bike or Operator during the User's rental period as a result of illegal parking or violation of traffic laws. The user is responsible for payment of all such fines and violations. The User agrees to pay the Operator for any costs or legal fees for the administration, pursuing and/or defence of any such claims.

## **6. Availability of the App and the Bikes.**

6.1 The operator's service may from time to time become unavailable due to technical , weather or other issues, beyond our control.

6.2 We reserve the right to withdraw availability for the Bikeshare without prior notice.

6.3 We cannot guarantee to have Bike availability at the Bike Hire Station chosen by the User, particularly during the most popular times of use.

6.4 We cannot guarantee to have enough chains to lock the Bike securely in the Geozone if all the Bike places are filled. If the User cannot lock the Bike securely, the User must report the situation to the Operator using the contact details found at the Bike Hire Station; on the map provided or on the Bike itself. The User should then follow any instructions given by the Operator.

## **7. Acknowledgements and Agreements.**

Use of the click2cycle Bikeshare scheme is conditional upon the following:

7.1 The User must be aged 18 or over.

7.2 The User must be fit enough and capable of operating and riding a Bike.

7.3 The User is aware of the risk of accidents whilst riding a Bike from road conditions, obstacles, pedestrians, motorists and other road users and agrees to pay attention and take due care to avoid such accidents.

7.4 The User understands that failure to wear a protective helmet or to use the Bike in a competent manner may result in bodily injury.

7.5 Although not a legal requirement, the User is solely responsible for obtaining and wearing a helmet and protective clothing.

7.6 The User shall thoroughly inspect the Bike before hire including: tires, brakes, gears, saddle, pedals lights and frame, reporting any issues to click2cycle.

7.7 The User shall adjust the saddle to the appropriate height prior to use.

7.8 The User will abide by the Highway Code as it applies to cyclists.

7.9 The User will be responsible for and take reasonable care of the Bike which will remain the property of click2cycle at all times.

7.10 The User will return the Bike in the same condition as when received.

7.11 The User shall contact the Operator and emergency services immediately in the event of theft of the Bike or accident which results in personal injury.

## **8. Restricted Uses**

The User agrees NOT to do any of the following:

8.1 Hire a Bike if under the age of 18.

8.2 Hire a bike if the User has any physical or mental condition which restricts the safe use of the Bike.

8.3 Hire a bike while carrying any item that impedes the User's ability to ride the Bike.

- 8.4 Hire a bike whilst under the influence of alcohol, drugs or any other substance which impairs the User's ability to safely ride a Bike.
- 8.5 Use a mobile phone or other device to send or receive text messages or phone calls or to play music which would distract the User from safely operating the Bike.
- 8.6 Allow any other person to use the Bike or allow more than one person to be carried on the Bike.
- 8.7 Use a Bike that is defective or in need of repair.
- 8.8 Continue to use the Bike if it should become defective.
- 8.9 Use the Bike for tricks, racing, jumping or stunt riding.
- 8.10 Use the Bike for commercial purposes.
- 8.11 Tow, pull, carry or push any person or object with a Bike.
- 8.12 Remove any accessories, branding, parts or components of any Bike.

## **9. Helmets.**

- 9.1 The Operator is under no obligation to provide the User with safety helmets or other protection gear. However, we may make some helmets available to Users and Additional Users (at their sole discretion) at selected Bike Hire Stations where they can be safely stored within the premises of the Host Station.
- 9.2 If the User and any additional Users do opt to use the stated optional safety equipment, the User and Additional Users must carefully inspect the helmets and if any defects or damage is found must not use them.
- 9.3 The User accepts that in the event of an accident, the wearing of a helmet does not eliminate the risk of bodily injury.

## **10. Insurance.**

- 10.1 The Operator does not provide insurance to the User or any Additional Users in respect of hiring a Bike from click2cycle. The Operator recommends that the User and any Additional Users take out their own insurance for the hire and use of the Bike.
- 10.2 In the event of an accident which causes injury to the User or other persons or damage to something whilst using the Bike, the User must stop the ride and contact the Operator immediately.

## **11. Means of payment.**

- 11.1 Payment must be by debit or credit card. Cash is not accepted.

11.2 The User agrees to upload credit or debit card details via the App which will be used by the Operator to charge the User for the hire of the Bike.

11.3 Upon hiring a Bike, the User agrees to the collection of the relevant fees for the hire of the Bike including without reservation, any additional charges as set out in clause 5.3, 5.4, 5.5 and 5.6.

Stripe works with thousands of banks worldwide. When storing customers' details, Stripe sends a request to the issuing bank for either £0 or a £20 authorisation to verify that the card is issued and the bank will allow it to be authorised. You may or may not see this £20 authorisation item on your bank statement depending on the bank you are using. The important thing to remember is that this is not a charge and it will disappear from customers' statements, depending on the bank anywhere between a few minutes and a few days.

## **12. Limitation of Liability. (Copied verbatim from country bike)**

12.1 Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury arising from our negligence, our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by limited or English law.

12.2 Subject to clause 12.1, if we fail to comply with these Terms and Conditions, we may be responsible for loss or damage you suffer that is a foreseeable result of our breach but we will not be responsible for any loss or damage and/or loss or damage that is not foreseeable.

12.3 Subject to clauses 12.1 and 12.2, we shall not be responsible for any damage and/or loss to clothing or to other personal effects resulting from your use or the use by Additional Users, of the Bikes.

## **13. Disclaimer.**

The User and each Additional User, acknowledges and accepts that the hire and use of the Bike requires a degree of agility, strength and stamina and may involve strong physical action and that such use carries with it, the risk of physical and/or mental injury. It is the User's responsibility to take any medical conditions/s and/or limitations you and each Additional User have into account and to ensure that you and any Additional Users do not go beyond their respective personal limits when using the Bikes. You and each Additional User, must take heed of any warning signs relating to your personal health whilst

using the Bike and must ride the Bikes in the appropriate manner in accordance with your level of ability and experience.

#### **14. Contact Us.**

For all enquiries please contact [info@click2cycle.com](mailto:info@click2cycle.com).

To report a major problem, accident, incident or in an emergency, in accordance with clauses 7.11 and 10.2 please call .....

All enquiries and complaints will be recorded and dealt with in accordance with our complaints handling policy.

#### **15. Privacy Policy.**

Your privacy is important to us. You can view our privacy policy here.

#### **16. Other Important information.**

**16.1 Variation.** We may vary these Terms and Conditions by updating them at any time.

These Terms and Conditions will apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**16.2 Even if we delay in enforcing this contract, we can still enforce it later.**

If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of the breach of these Terms and Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**16.3 If a court finds part of these Terms and Conditions illegal,** the rest will continue in force. Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

**16.4 Entire agreement.** These Terms and Conditions constitute the whole agreement between you and us and supersedes all previous agreements made between you and us relating to its subject matter. You acknowledge that in using the Bikes, you have not relied on, and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract). Nothing in this clause shall limit or exclude any liability for fraud.

**16.5 Transfer of your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**16.6 Rights of Third Parties.** A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with them.

**16.7 Governing law and jurisdiction.** These Terms and Conditions shall be governed by and construed in accordance with, the laws of England and Wales and we and you agree to the exclusive jurisdiction of the courts of England and Wales. If any disputes arise between you and us and you want to take court proceedings, you must do so at a court in England or Wales.