

Santander Cycles Non Return/ Damage Policy

Version: 2.1

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1 Terms and Conditions and definitions

- 1.1 This Non-Return/Damage Policy is referred to in:
- (a) Conditions 11.11, 11.12 (d) and (e) and 11.19 of the Santander Cycles User Terms and Conditions (the “**General Terms and Conditions**”); and
 - (b) Conditions 11.8, 11.11(a) (iii) and (iv) and 11.15 of the Cycle Hire Business 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 to this Non Return/Damage Policy. In addition to those definitions:
- a) “**Paying User**” in this policy means the person paying for the use of the Cycle at the time relevant to the policy condition and this can be a Registered User, Non-Registered User, Business Pooled Account Holder or Business Individual Account Holder (as applicable);
 - b) “**Non Paying User**” in this policy shall mean an Additional User or a Guest User; and
 - c) “**User**” shall mean a Paying User and a Non-paying User.
- 1.3 For avoidance of doubt the General Terms and Conditions and the Business Terms and Conditions take precedence over this Non-Return/Damage policy if there is any inconsistency; and
- 1.4 TTL stands for Transport Trading Limited, the trading name of TfL (Transport for London).

2 Non-Return of Cycle

- 2.1 In the event a Cycle is forcibly stolen from a User or a User is threatened, the User should report the incident to the Police as soon as is possible in the first instance, and then to the Contact Centre. Where a Cycle has been forcibly stolen, the Paying User will not be liable for any use of the Cycle after the time that it is reported as stolen to the Police and the Contact Centre. A Paying User will not be liable for the Non-Return Charge where the User was with the Cycle at the time it was forcibly stolen and the User reported the theft to the Police and the Contact Centre.
- 2.2 Where TTL and/or its agent reasonably forms a view, based on available evidence, that a Cycle has been stolen while left unattended and not secured in a docking point, the Paying User will be liable for the Non-Return Charge until the cycle is recovered. At this point a partial refund may be made at TTL's discretion.
- 2.3 Where TTL and/or its agent reasonably forms a view, based on available evidence, that a Cycle has not been returned by a User but not stolen from a User the Paying User will be liable for the Non-Return Charge.
- 2.4 If the User returns the Cycle after the Non-Return Charge has been applied, the Paying User may be entitled to a partial refund of Charges, providing there is no damage to the Cycle when it is returned, in line with the Santander Cycles Refund Policy.

3 Damage to Cycle

- 3.1 In the event of any damage to a Cycle, including when a User may have caused the damage through an accident, the User should report the damage to the Contact Centre. Where a Cycle is noticed to be damaged before a User first uses it, the User must return the Cycle immediately and record it as faulty by using the fault report button or contacting the Contact Centre. This is to ensure that the Paying User will not be liable for a Damage Charge.
- 3.2 Where a Cycle has been stolen as a result of being left unattended by a User, then recovered but damaged, the Paying User will be liable for Damage Charges as deemed appropriate by TTL. This can be anything up to the full value as stated in the General Terms and Conditions and Business Terms and Conditions (as applicable).
- 3.3 Where TTL and/or its agent reasonably forms a view, based on available evidence, that a Cycle has been deliberately or negligently damaged, by the User, the Paying User will be liable for a Damage Charge. For avoidance of doubt where a Cycle is ridden for a purpose other than in accordance with the General Terms and Conditions or the Business Terms and Conditions this will

be classed as a negligent use and such use may invalidate any Public Liability Insurance or any other insurance policies held by the User

- 3.4 Where a Cycle is damaged by a third party, the Paying User is liable for that damage and it is the Paying User's responsibility to reclaim those costs from the third party or their insurers.
- 3.5 TTL and/or its agent will provide a full breakdown of repair costs upon request where TTL deems it applicable and appropriate.

4 Insurance reporting

- 4.1 Each User must comply in full with the insurance policies arranged for Users by TTL under Condition 10 of the General Terms and Conditions or Business Terms and Conditions (as applicable).
- 4.2 Each User should be aware of any excess applying to a claim and acknowledge any exceptions in the Public Liability Insurance policy. TTL require all Users to read the terms of Public Liability Insurance policy before using a Cycle. Any use where the User has not read the Public Liability Insurance policy will be at the User's own risk.
- 4.3 The Public Liability Insurance may not cover the total amount of the claim and this does not entitle the Paying User to seek redress against TTL.
- 4.4 In order to receive the benefit of the Public Liability Insurance, a User is required to promptly inform the Contact Centre of any accidents, damage or injury to a third party. The Contact Centre will then explain how the User can make a claim against the Public Liability Insurance. This will require the User to contact the insurer's claims handlers and may require the User to repeat the provision of certain information and also to confirm certain information (in order to guard against fraudulent claims).
- 4.5 Each User is required to pay any excess applying on the Public Liability Insurance policy promptly. This excess may vary from time to time. The excess value will be clearly displayed on the TfL website.