

Santander Cycles Scheme Refund/Redress Policy

Version: 2.1

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1. Terms and Conditions and Definitions

1.1. This Refund/Redress Policy is referred to in:

- a) conditions 1.7, 8.4, 13.3 and 14.1 of Santander Cycles User terms and conditions (the “**General Terms and Conditions**”); and
- b) conditions 5.2(c), 13.3 and 14 of the Cycle Hire Business Account Terms and Conditions (the “**Business Terms and Conditions**”).

1.2. TTL stands for Transport Trading Limited, the trading name of TfL (Transport for London).

1.3. The definitions in the General Terms and Conditions and Business Terms and Conditions (as applicable) apply to this Refund/Redress 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, Santander Cycles 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.

1.4. For avoidance of doubt the Terms and Conditions and the Business Terms and Conditions take precedence over this Non-Return/Damage if there is any inconsistency.

2. Applying for a refund

- 2.1. Before any refund of the Charges is made, TTL (Transport Trading Limited, the trading name of TfL) and its agent must be able to verify that the original payment for the Charge has been received and contained in the Santander Cycles account. If there is no record of payment the Paying User must provide evidence of the original payment (e.g. a copy of relevant Payment Card statement identifying the deduction of the Charge). Only a Paying User, or the estate of a Paying User, will be entitled to claim a refund.
- 2.2. Before a refund of a Bike Access Fee can be made or processed, the Bike Access Period relating to the refund will be cancelled. Where a refund request is made by the executor of the estate of a Paying User who is deceased, and the refund is required to be made payable to any party other than the deceased (or their estate), the applicant should also supply a copy of the death certificate and evidence to demonstrate that the applicant is entitled to receive the refund on behalf of the deceased. A Business Individual Account Holder may not apply for a refund in respect of any Bike Access Promo Code which has been used to register for Cycle Hire.
- 2.3. If a request for refund is not complete i.e. all the information has not been provided, the applicant will be contacted via their preferred method of communication in order to gather all of the information.
- 2.4. Where further evidence or information has been requested but has not been provided by the applicant within 45 days of TTL and/or its agent requesting the information, the refund request will be rejected and closed until the applicant reapplies for the refund providing the required evidence or information.
- 2.5. Refunds will be made by the same means by which the Charge was paid. For example, if the Charge payment was paid by a Payment Card, the refund will be made to the same Payment Card. The only exceptions are as follows:
 - 2.5.1. In the case of refunds applied for by executors of the estate of the deceased, the refunds will be made by cheque.
 - 2.5.2. Where, despite following merchant acquirer rules, they continue to fail to process against the relevant Payment Card or Direct Debit Instruction used to make the payment, e.g. because the bank

account has been closed or the card has expired, the payment will be refunded by cheque.

- 2.6. Any Charge that is proven to have been applied in error either by identification through monitoring, investigation by TTL, reconciliation, or evidenced by a Paying User will be refunded /returned as applicable by:
 - 2.6.1. a transaction reversal, that is the Charge should not leave the Paying User's bank account if identified within one working day of the payment being processed; or
 - 2.6.2. re-crediting the relevant Payment Card or Direct Debit Instruction if the transaction can not be reversed due to elapsed time over twenty-four hours.
- 2.7. If, as a direct result of TTL and/or its agent deducting Charges in error, the Paying User is charged extra fees by their bank, TTL and/or its agent may reimburse the Paying User for such extra fees in accordance with paragraph 5.2.
- 2.8. Any duplicate payment that has been proven either by identification through monitoring, investigation by TTL, reconciliation, or evidenced by a Paying User will be refunded/returned by:
 - 2.8.1. a transaction reversal, if identified in one working day of the payment being processed; or
 - 2.8.2. re-crediting the relevant Payment Card or Direct Debit Instruction if the transaction can not be reversed due to elapsed time over twenty-four hours.
- 2.9. If, as a direct result of TTL and/or its agent deducting duplicate Charges in error, the Paying User is charged extra fees by their bank, TTL and/or its agent will reimburse the Paying User for such extra fees in accordance with paragraph 5.2.
- 2.10. Appropriate action on a refund request will take place within fourteen (14) days of the request being received. "Appropriate action" is defined as making a decision whether a refund should be due or requesting further information or evidence from the Paying User in order to decide whether a refund is due. Where evidence or further information is required a decision as to whether the

refund is due will be made within fourteen (14) days of receipt of the evidence or information.

- 2.11. A refund will be issued within one working day of authorisation.
- 2.12. The minimum amount that can be refunded is £1.01 (GBP). Any refund requests by a Paying User that fall below this minimum amount will not qualify for a refund. This does not apply to charges taken in error.

3. Circumstances where a refund may not be due

- 3.1. A refund may not be due in the following circumstances:
 - 3.1.1. Where Santander Cycles has been suspended or access altered in accordance with Condition 8 of the General Terms and Conditions and the Business Terms and Conditions.
 - 3.1.2. Where access to Santander Cycles has been withheld or withdrawn as a result of a User's failure to comply with the General Terms and Conditions or Business Terms and Conditions or any applicable UK laws
 - 3.1.3. Where access to Santander Cycles has been suspended or cancelled due to a User attempting to defraud TTL.
 - 3.1.4. On any Key issued to a User
 - 3.1.5. For Daily Bike Access Periods that have been used.
 - 3.1.6. Where the User is unable to obtain a Cycle due to non availability at their chosen Docking Station(s).
 - 3.1.7. Where the User is unable to obtain a Cycle due to intermittent system performance at their chosen Docking Station (s) but they are able to utilise their access at another time or location within the timeframe of their Bike Access Period.
 - 3.1.8. By any changes made to the General Terms and Conditions or Business Terms and Conditions.

- 3.1.9. Where a User has not followed directions on the Terminal or given by a representative of TTL and/or its agent to resolve an issue with using Santander Cycles.
- 3.1.10. Where a Paying User has incurred Charges as a result of an unauthorised person using their Key(s) or Bike Access Promo Codes, prior to the time that the Paying User or Business Account Administrator informed the Contact Centre that the Key(s) or Bike Access Promo Code(s) was lost or stolen.
- 3.1.11. Where there were factors outside of the User's control that caused them to incur Charges but the User or Business Account Administrator failed to contact the Contact Centre to declare this.
- 3.1.12. Where a Paying User has failed to supply additional evidence/information in relation to a refund application within 45 days of TTL's and/or its agent's request.
- 3.1.13. Where a User cancels an annual Bike Access Period which has been activated for a period of more than 8 weeks prior to the refund application.
- 3.1.14. Where any User left a Cycle unattended and undocked for any period of time.
- 3.1.15. In the event of scheme unavailability due to Force Majeure.
- 3.1.16. If a Bike Access Promo Code has not been used within 12 months of the date of issue.
- 3.1.17. If the customer has not requested the refund within 120 days of the charge being made, with effect from 5 November 2013

4. **Circumstances where a refund may be due**

- 4.1. Where Santander Cycles has been suspended for a period of twenty-four hours or more due to a failure by TTL and/or its agent for a reason within TTL's and/or its agent's reasonable control.
 - 4.1.1. The refund will be calculated pro rata on a daily rate basis for Bike Access and shall be payable if the total sum of the refund is more than £1 (GBP)

- 4.1.2. The refund will be processed automatically without the requirement for a Paying User to request such refund at the point at which Santander Cycles recommences or other time stated by TTL where there is a prolonged suspension of Santander Cycles
- 4.2. Where it is reasonably proven that a duplicate payment for any Charge has been taken by TTL and/or its agent.
- 4.3. Where it is reasonably proven that a Charge was processed from a bank account or Payment Card or Direct Debit Instruction in error.
- 4.4. Where it is reasonably proven that a Paying User has been charged more than they should have been charged in error.
- 4.5. Subject to paragraph 3.1.16 of this policy, where an Annual Bike Access Period has not been used, upon customer request, within eight weeks or at TTL discretion.
- 4.6. In relation to Business Pooled Accounts, if a Business Pooled Account Holder cancels an annual Bike Access Period within eight weeks of the date of issue by TTL of the relevant Key to which that Bike Access Period relates, the Business Pooled Account Holder may (at TTL's discretion) be entitled to a pro rata refund based on the number of days remaining on the annual Bike Access Period..
- 4.7. In relation to Business Individual Accounts, if a Business Individual Account Holder cancels a Bike Access Promo Code before it has been used by an employee to register for Cycle Hire and within eight weeks of issue by TTL of the relevant code, the Business Individual Account Holder may (at TTL's discretion) be entitled to a refund of the Bike Access Fee in respect of that Bike Access Promo Code.
- 4.8. All refund requests will be investigated, but the decision whether to make the refund remains at the discretion of TTL and/or its agents in line with our policy.

5. **Redress Policy**

- 5.1. Where a Paying User has made a complaint and the Paying User has had to spend money providing evidence to support their complaint that TTL and/or its agent deem to have been necessary. In cases where errors made by TTL and/or its agent has been investigated and substantiated, any monetary loss to the User will be compensated for.

- 5.2. If TTL and/or its agent has charged any monies to a User's Payment Card or bank account in error (including duplicate payments), which has subsequently led to a Paying User being charged extra fees such as unauthorised overdraft fees by their card issuer. In such cases, the Paying User will be required to provide reasonable evidence to substantiate their claim.
- 5.3. If TTL and/or its agent fails to provide Santander Cycles for any period of time, TTL and/or its agent will not compensate for any consequential losses (where direct or indirect) or indirect losses including (without limitation) travel or business expenses a User may suffer.
- 5.4. Where a Paying User is entitled to use Santander Cycles at a discounted rate of Charges (the "**Discounted Rate**") and such Discounted Rate has not been processed correctly by TTL and/or its agent and results in the Paying User paying Charges, TTL and/or its agent shall refund the Paying User a sum equivalent to the difference between the Charge and the Discount Rate for the affected time period.
- 5.5. Payments will reflect the level of monetary loss only. A Paying User's time taken to seek redress from TTL and/or its agent will not be compensated for.
- 5.6. TTL will not compensate for the cost of onward journeys where a customer was unable to use the scheme.