

Santander Cycles Key Use Policy

Version: 2.0

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1 Terms and Conditions and definitions

- 1.1 This Key Use Policy is referred to in:
- (a) conditions 5.2(b), 12.2, 12.3 and 12.4 of Santander Cycles User terms and conditions (the "General Terms and Conditions"); and
 - (b) conditions 1.3(j), 5.1(c)(i), 12.3(b), 12.4(b) and 12.5 of the Cycle Hire Business Accounts terms and conditions (the "Business Terms and Conditions")
- 1.2 The definitions in the General Terms and Conditions and the Business Terms and Conditions (as applicable) apply in this Key Use 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 Casual 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 (as applicable) take precedence over this Key Use Policy if there is any inconsistency.
- 1.4 TTL stands for Transport Trading Limited, the trading name of TfL (Transport for London).

2 Key use

- 2.1 A Registered User will have to purchase a Key for themselves and for each Additional User (see Registration (condition 2); Keys and Release Codes (condition 5); Additional Users (condition 6) and Charges and payment (condition 11) of the General Terms and Conditions). In relation to Business Accounts:
- (a) the Key Issue Fee shall not apply to the first Key issued to a Registered

User or to each Key purchased by a Business Pooled Account Holder and;

- (b) Registered Users are not entitled to purchase Keys for Additional Users.
- 2.2 A Business Pooled Account Holder may purchase a maximum of 20 Keys unless TTL (at its sole discretion) agrees otherwise, taking into account factors such as (but not limited to) TTL's potential exposure for non-payment of Charges if more Keys were purchased.
- 2.3 The Key will only release a Cycle during an active Bike Access Period. Where no Pay As You Pedal or (in the case of Business Accounts) auto renewal is active and the Bike Access Period has expired, the Key will not release a Cycle until a new Bike Access Period is purchased (see Bike Access Period (condition 3) and Pay As You Pedal (condition 4) of the General Terms and Conditions and Bike Access Period (condition 3) and Automatic Renewal (condition 4) of the Business Terms and Conditions).
- 2.4 Pay As You Pedal or (in the case of Business Accounts) auto renewal is the default account setting that allows Bike Access Periods to automatically renew in the event of a Key being used after expiry of the previous Bike Access Period. It can be switched off through the User account.
- 2.5 Where Pay As You Pedal or (in the case of Business Accounts) is active for a Key, the Bike Access Period will commence when the Key is used to hire a Cycle for the first time. If there is more than one Key, the Bike Access Period will commence on first use of each Key. It is the responsibility of the Registered User, Business Individual Account Holder or Business Pooled Account Holder (as applicable) to switch off Pay As You Pedal or automatic renewal for any Key should it not be required.
- 2.6 A Key cannot be transferred to a different account. Where a new account is required, which is not as a result of TTL action, a new Key must be purchased.

3 TTL's rights

- 3.1 TTL and/or its agent reserve the right to refuse to register a User or issue a Key.
- 3.2 Each Key remains the property of TTL at all times and TTL and/or its agent reserve the right to retract or deactivate the Key at any time without prior warning. In which case, the Refunds Policy may apply but TTL will have no further liability.
- 3.3 TTL and/or its agent reserve the right to prevent the use of, or to withdraw any, Key if it is misused or if it is used in a way that is not permitted by this Key Use Policy, the General Terms and Conditions or the Business Terms and Conditions (as applicable); whether by the Registered User, a Additional User, a Guest User, a Business Individual Account Holder or a Business Pooled Account Holder. Where, for whatever reason, TTL and/or its agent

cancel a Key without prior warning to a Registered User, a Business Individual Account Holder or Business Pooled Account Holder who discovers that the Key no longer works, the Registered User or Business Account Administrator (as applicable) will need to call the Contact Centre to find out why the Key has been withdrawn or deactivated.

- 3.4 TTL and/or its agent will only be able to deal with enquires about a Key made by the Registered User or Business Account Administrator (as applicable) and no other individual. This includes spouses, partners and family and any Additional Users or Guest Users.

4 Registered User and Business Account Administrator's obligations

- 4.1 Each Key is personal to the Registered User and the Business Pooled Account Holder and should only be used by that Registered User and their authorised Additional Users and the Business Pooled Account Holder and their authorised Guest Users.

- 4.2 The Registered User or the Business Account Administrator (as applicable) is responsible for keeping each Key and (in the case of Business Individual Account Holders) each Bike Access Promo Code secure.

- 4.3 Each Key and Bike Access Promo Code is the responsibility of the Registered User, the Business Pooled Account Holder or the Business Individual Account Holder (as applicable) and must be looked after and managed with reasonable care.

- 4.4 The Registered User and Business Pooled Account Holder must not give, lend or sell any Key to any other person or allow any other person (other than an Additional User or Guest User) to use a Cycle with a Key issued to a Registered User or a Business Pooled Account Holder (as applicable).

- 4.5 A Business Individual Account Holder must not give, lend or sell any Bike Access Promo Code to any other person or allow any other person (other than its employees) to register as a Registered User using a Bike Access Promo Code issued to a Business Individual Account Holder.

5 Charges and Payments

- 5.1 The Charges applicable are set out in condition 11 of the General Terms and Conditions and condition 11 of the Business Terms and Conditions (as applicable).

- 5.2 The Bike Access Fee will relate to a Key or Keys that is initially purchased by or issued to a Registered User, Business Individual Account Holder or Business Pooled Account Holder (as applicable). Each additional Key (where additional keys are allowed) on the account may have a different Bike Access Period associated with it, which is the responsibility of the Registered User or Business Pooled Account Holder (as applicable) to manage.

- 5.3 In accordance with our Non-Return/Damage Policy, a Registered User or Business Pooled Account Holder may be liable for further Charges resulting

from their failure to keep their or Additional Users' or Guest Users' Key(s) secure.

5.4 Keys are non-refundable in all circumstances and TTL may charge for additional or replacement Keys, if they are damaged, lost or stolen.

5.5 TTL will not refund any costs for interim use of the scheme while the Key is being delivered

6 Lost, damaged or stolen Keys or Bike Access Promo Codes

6.1 If:

(a) the Registered User (or Additional User) or Business Pooled Account Holder (or Guest User) loses a Key or a Key is damaged or stolen; or

(b) the Business Individual Account Holder loses a Bike Access Promo Code or a Bike Access Promo Code is stolen

The Registered User or Business Account Administrator (as applicable) must telephone TTL and/or the agent via the published Contact Centre to notify them that the Key or Bike Access Promo Code is lost, damaged or stolen. TTL's agent will then arrange for the Key or Bike Access Promo Code to be permanently deactivated to prevent any misuse of it. The Key will operate as normal up until the time a Registered User or Business Account Administrator (as applicable) telephones the Contact Centre and any fraudulent use of the Key or a Bike Access Promo Code may be the responsibility of the Registered User, the Business Pooled Account Holder or Business Individual Account Holder (as applicable) where the Contact Centre has not been notified (see paragraph 6.4 below).

6.2 When a Key or Bike Access Promo Code has been deactivated due to being lost, damaged or stolen it will not be possible for the Key or the Bike Access Promo Code to be reactivated. Where the Registered User, Business Pooled Account Holder or Business Individual Account Holder wants to use Santander Cycles the Registered User or Business Account Administrator must request a replacement Key or Bike Access Promo Code (as applicable) and TTL may charge the Registered User or Business Pooled Account Holder a Key Issue Fee or Bike Access Promo Code replacement fee (as applicable).

If TTL and/or its agent or any other authority suspects that a Key or a Bike Access Promo Code has been used fraudulently to obtain a Cycle, TTL and/or its agent will upon being informed of such use, deactivate the Key or Bike Access Promo Code with immediate effect. If a Santander Cycles account is suspended as a result of fraudulent use of the Key, the Registered User, Business Pooled Account Holder or Business Individual Account Holder may lose their right to apply for a replacement Key or Bike Access Promo Code.

6.3 The Registered User, Business Pooled Account Holder or Business Individual Account Holder (as applicable) is liable for any costs that TTL and/or its agent may suffer up to the time that the Registered User or Business Account Administrator has reported the Key or Bike Access Promo Code to TTL as

being lost, damaged or stolen, but will not be liable for any Charges incurred from the point at which the Key or Bike Access Promo Code is reported as lost or stolen to the Contact Centre.

In respect of damaged keys, TTL and/or its agent will dispatch replacement key(s) within 3 working days. The Registered User, Business Pooled Account Holder or Business Individual Account Holder is liable for any interim charges for use of the scheme while the replacement key is being delivered.

- 6.4 Where a Registered User or Business Account Administrator has reported that a Key or Bike Access Promo Code has been lost in the post or, in the case of Bike Access Promo Codes only, have not arrived by e-mail to the nominated e-mail address, TTL will deactivate the Key or Bike Access Promo Code and replace the Key or Bike Access Promo Code without charge via first class post or by e-mail (as applicable), providing that there is no evidence that the Key or Bike Access Promo Code has been used. Where there is evidence that the Key or Bike Access Promo Code has been used, the Key or Bike Access Promo Code will not be treated as being lost in the post or, in the case of Bike Access Promo Codes only, having not been received by e-mail and paragraph 6.1 above shall apply.
- 6.5 Within a 12 month period, if a Key is damaged due to fair wear or tear TTL will consider waiving the applicable Key Issue Fee. If a Key or Bike Access Promo Code is lost or stolen TTL will replace the first Key or Bike Access Promo Code free of charge but any subsequent Keys or Bike Access Promo Codes will incur a Key Issue Fee or Bike Access Promo Code replacement fee (as applicable).

7 Key or Bike Access Promo Code activation

- 7.1 Keys will be dispatched by first class post within 3 working days upon successful completion of registration, including the authorisation of a payment method.
- 7.2 A Registered User is required to activate their Key and any Keys for Additional Users upon receipt either via the Contact Centre or online by logging into their account. Further details are available at www.tfl.gov.uk/santandercycles.

Business Accounts

- 7.3 In relation to Business Pooled Accounts, each Key shall automatically be activated 28 days after the date that the Key is sent to the Business Pooled Account Holder.
- 7.4 In relation to Business Individual Accounts, each Bike Access Promo Code must be used within 12 months of the date of issue, otherwise the Bike Access Promo Code will be permanently deactivated and the Business Individual Account Holder will not be eligible for a refund.

8 Key expiry

- 8.1 If a Registered User closes an account this shall cause all Keys on the

account to be expired.

- 8.2 If an account is not used for 12 months then it shall be closed by TTL. This shall cause all Keys on the account to be expired.
- 8.3 Expired Keys or Bike Access Promo Codes cannot be reactivated if an account is re-opened, therefore new Keys or Bike Access Promo Codes must be purchased.
- 8.4 No refund shall be made on those Keys or Bike Access Promo Codes expired on account closure.