

General Terms and Conditions (GTC) for Belfast Bikes Operated by NSL Limited

These general terms and conditions apply to the use of rental bikes provided by NSL and operating in the United Kingdom and Ireland and all other areas where these terms and conditions may apply legally. In other countries, or partner systems, the terms and conditions of the partners apply.

Clauses 1 to 8 of these terms and conditions define the rights and obligations for the use and rental of Belfast Bikes. Clauses 9 to 19 define the business relationship between NSL and its customers.

1. Scope of the GTC

- 1) NSL via its partner nextbike rents bicycles to registered customers in as far as the products and services are available.
- 2) Fully automated rental and return is possible online at BelfastBikes.co.uk, by telephone, mobile app, at a rental terminal.
- 3) Individual agreements which deviate from the GTC must be agreed in writing by NSL in written form.

2. Registration and Confirmation

- 1) Registration (application for registration with NSL and its partner nextbike) is possible by telephone, mobile app, at a rental terminal (where available) or with a cooperating local partner.
- 2) You must be aged over 18 to register. Customers between 14-18 years may register with parental/guardian consent.
- 3) You must provide valid payment details (credit / debit card or account information) to register. Following the provision of all relevant personal data, NSL has the right to accept or refuse the application. As part of the approval process, NSL is authorised to check the creditworthiness of the applicant using the services provided by its partner World Pay and Creditcall.
- 4) Upon successful registration, the applicant shall receive a Personal Identification Number (PIN) and, if applicable, an annual subscriber card. This PIN allows for, among other things, logging into the customer account at www.belfastbikes.co.uk.
- 5) Approval of the application occurs when NSL notifies the applicant of activation of a customer account. This notification may be given verbally, in written form, by telephone, via email, SMS or at a rental terminal.
- 6) Following successful registration as a customer of Belfast Bikes, the customer is also able to use any nextbike partner schemes bicycle worldwide. An overview of the individual nextbike locations may be viewed at www.nextbike.co.uk. Rates vary according to location.
- 7) Customers can register on an annual or casual basis – see tariff information. NSL is authorised to charge periodic rental fees in accordance with the chosen tariff. The amount of these fees may be requested per telephone and the current pricelist is also available at www.belfastbikes.co.uk.
- 8) The customer is obliged to inform NSL immediately of any changes to their personal information. This applies especially, but is not limited to, information regarding payment (debit or credit card number, banking information).
- 9) NSL and their licensing partners may send the customer additional information other than that which is necessary for the rental itself (bike no., lock code, etc.). This may include, but is not limited to, info from sponsors and partners.

3. Terms and Conditions of Use

- 1) The rental bikes may not be used:
 - a) By persons who are younger than 14 years old;
 - b) To carry other persons including children;
 - c) To transport flammable, explosive, toxic or dangerous materials or substances;
 - d) To participate in bicycle races or bicycle test events without the prior, written consent of NSL;

- e) To sub-rent to third parties;
- f) In strong wind or stormy weather;
- g) Under the influence of alcohol or drugs;

- 2) The customer is obliged to obey all road and traffic safety laws and regulations and read 'Tips for Safer Cycling;'
- 3) Cycling 'hands free' is not allowed;
- 4) Improper use of the bicycle basket is forbidden including overloading (maximum allowable load is 5kg). The customer is obliged to ensure that all transported goods and items are fastened and / or secured properly at all times;
- 5) Unauthorised modifications or alterations to the bike are not allowed;
- 6) Should NSL be made aware of unauthorised or improper use of the rental bike, NSL is authorised to terminate this agreement and block the customer from further rentals and usage;
- 7) Following receipt of confirmation messages regarding the return of bicycles, the customer is not allowed to continue use of the bike with the given rental-code. To use the returned bike again it is necessary to initiate a new rental;
- 8) The customer is not allowed to change the provided lock code or to provide it to third parties.

4. Bike Condition

- 1) The customer is to make themselves familiar with the bike and the appropriate use of the rental bike before use.
- 2) The customer is obliged to check that the bike is in a roadworthy and safe condition before rental (in particular screw and component fixings, frame condition, tyre pressure, brake system, lights).
- 3) Should the customer find technical defects at the beginning of, or at any point during, the rental period, he/she is to notify NSL customer service and to end the rental and use of the bike immediately. Defects such as tyre damage, rim defects or gear shift failures must also be reported directly.

5. Rental Limitations

- 1) Each customer may rent up to four bikes on one customer account at one given time.
- 2) Any reduced tariff including the subscriber fare is only valid for one bike at a time and any other simultaneous rentals will be charged at the regular/casual rate.
- 3) Individual arrangements subject to the availability of rental bikes are possible upon approval by NSL.

6. Duration of Rental

- 1) The chargeable rental of a bike begins when the bike is released from the docking point or with the provision of the code for the bicycle lock (where available) by NSL to the customer.
- 2) The chargeable rental period of a bike ends on the re-docking of the bike, or on the customer notifying NSL when ending a rental period in accordance with Clause 8. The customer will receive confirmation by phone or on the display of the rental terminal. This shall mark the end of the rental period.
- 3) Customer service is to be informed immediately in cases of problems at the time of rental or return. Untimely notification of such shall mean that any associated claims are invalid.
- 4) A period of 5 minutes must elapse before a customer can rent the same bicycle. No time restrictions apply if a customer wished to rent another cycle from the same station.

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7. Parking and locking of the Rental Bike

- 1) Bicycles may be parked using the lock provided during the duration of the rental, or at the end of a rental when no docking point is available (in accordance with Clause 8).
- 2) The bicycle must be parked in plain sight. Cycle stands should be used where available. The customer is obliged to follow road traffic and safety regulations when parking. Furthermore, he/she must ensure that the bike is parked safely, that other vehicles and or traffic is not obstructed and that no damage is done to third parties or their property. The kickstand is to be used whenever the bicycle is parked.
- 3) In particular, it is not permissible to park rental bikes at
 - a) traffic lights;
 - b) parking ticket machines or parking meters;
 - c) traffic signs;
 - d) walkways that are thereby reduced to a width of less than 1.5 metres;
 - e) in front of, in, or near emergency exits or fire service zones;
 - f) where the bike covers local advertisements;
- 4) The rental bike must be locked when not in use, even if the customer leaves the bike unattended for only a short time.
- 5) Failure to comply will be subject to service fees according to the current tariff table available online at www.belfastbikes.co.uk. Additionally, the renting customer shall be responsible for payment of any official fines incurred as a result of noncompliance with these regulations.
- 6) It is not permitted to park the bikes in buildings, backyards or vehicles for any length of time.

8. Returning of Rental Bikes

- 1) The returning of rental bikes other than at official docking stations is not permissible.
- 2) The bike must be returned to an available docking point. When docking a beeping sound will confirm correct docking of the bicycle. Customers will receive confirmation of the end of the rental via phone or terminal display. If no docking point is available the Customer must make reasonable attempts to return to a close by alternative docking station. Where no alternative is available the bike must be parked in a clearly visible position next to an official docking station and locked using the lock provided. Bikes must be parked in accordance with Clause 7 Parking and locking of the Rental Bike above. When the bicycle is not docked at the end of a rental period the customer is to register their return with NSL by telephone, mobile app, at a rental terminal or using an on-board computer
- 3) The customer must be able to provide this information to NSL upon request for a period of 48 hours following the rental period.
- 4) Should the customer not return the bike at an official station as described in Clause 6 and 7 or provide false information or not to return the bicycle correctly, a service fee will be charged by NSL to the customer in accordance with the tariff table list as published on www.belfastbikes.co.uk.

9. Liabilities

- 1) The customer uses the services provided by NSL at their own risk. The customer takes full responsibility for damages caused by him/herself. The customer is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof. Claims made by NSL's liability insurer against a customer remain unaffected.
- 2) The customer accepts liability from the moment of undocking the bike or receiving the lock code until successful return of the rental bike (max. 72 hours) or the bike has been rented by another customer. In cases of bike damage being discovered, the customer will be informed by NSL immediately. The customer is liable for damages resulting from theft of or damage to the rental bike for the duration of the hire period. The customer shall

not be made liable for damages that the company did not inform the customer of within 48 hours following the end of the rental period nor shall the customer be liable for damages where it cannot reasonably be demonstrated that these occurred during the period of hire.

This liability shall amount to the specific material and labour costs up to but not exceeding an amount of 120 GBP. This liability limitation shall not apply in cases where the customer themselves has caused the damage intentionally or as the result of gross negligence. In such cases the amount of liability claims applicable shall be determined by the actual amount and real value of damage incurred

- 3) The customer accepts liability for all costs and damages that occur due to noncompliance with their obligations as defined in these General Terms and Conditions.
- 4) NSL is liable for intentional damages and gross negligence towards their customers.
- 5) For all other defaults of contractual obligations (contractual duty) the company shall be made liable only for reasonable damages. NSL is not liable for damages to items or personal property transported using the bicycle. In all other cases liability on the part of NSL is expressly excluded. NSL shall not be liable in cases of improper and / or unauthorised use of the bicycle in accordance with Clause 3 Terms and Conditions of Use.
- 6) If the bicycle is stolen during the rental period, the customer must report the theft immediately to NSL and to the police. The bike identification number must be provided. NSL must be provided with the police department's file number immediately.

10. Procedures in Cases of Accidents

- 1) In case of an accident involving not only the user, but also third parties or their property, the customer is obliged to report the accident to both the police and NSL immediately.
- 2) Should the customer fail to inform NSL, the customer shall be liable for any damages sustained by NSL.

11. Use of Customer Cards, e-tickets or Electronic Employee ID Card

- 1) If the customer uses a customer card issued by a NSL partner as the access medium, he/she agrees, when using the card for the first time, that NSL may request all customer data necessary for business processes from the cooperation partner.
- 2) When the validity of the customer card issued by a partner has expired, the customer account at NSL shall be deactivated in cases where no means of payment has been recorded. Upon provision of a valid means of payment, the customer shall again be permitted to use the services provided by NSL.
- 3) Annual subscribers will be issued with a customer card). This card serves as an access medium, e.g. at terminals and on-board computers (where available) and is valid for both regular and subscription tariffs as outlines in the tariff table.
- 4) A NSL customer card in non-transferrable.
- 5) If the customer card is lost or stolen the customer must block the card by calling the hotline on 0343 357 1551. Replacement of the card is subject to a fee (see current price list).

12. Confidentiality of User Information

- 1) We will use your personal data in accordance with our privacy policy published at www.belfastbikes.co.uk and in accordance to the [Data Protection Act 1998](#).
- 2) The customer is responsible for preventing unauthorised use of the customer's personal data by third parties. This applies in particular to their personalized PIN/password.
- 3) NSL expressly states that NSL employees are not authorised to and will never request / ask for the customer password.
- 4) The customer may change the personal data anytime and as often as he/she wants.
- 5) Should the customer have reason to believe that his/her user data has been misused, they are to inform NSL immediately.
- 6) A customer may deactivate their user account at any time online or by calling the NSL hotline.

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13. Account Blocking

- 1) NSL is entitled, at their own discretion and in particular in cases of misuse, to terminate this agreement and thereby exclude customers from using the NSL services and bicycles.
- 2) The limitation of liability provided for in Clause 9 shall not be valid should the customer allow the misuse of his/her customer data intentionally or by gross negligence.

14. Fees, Prices and Calculations

- 1) NSL's calculation of all fees and services shall be charged on the basis of the prices valid at the beginning of each individual use of a bicycle. Rental prices are available to view in the current price list.
- 2) Special rates (e.g. annual subscription) or gift certificates are valid for one bicycle per rental. These are also, in general, valid for and may only be used by the person to which they were specifically issued in accordance with the current price list.
- 3) The annual subscription is valid for 12 months. The validity is automatically extended by one year, unless the customer cancels the card in writing or by telephone 4 weeks prior to expiration.
- 4) Termination of a special tariff does not automatically result in deletion of the customer's NSL account. If this is desired, the customer may delete the customer account manually. This may be done in the personal customer profile found at www.belfastbikes.co.uk.

15. Payment and Delayed Payment

- 1) The customer is obliged to pay the billed amounts by means of a credit card or by electronic transfer (direct debiting). The customer may change their preferred method of payment at any time.
- 2) Should the Customer not be able to pay debts as they fall due owing due to insufficient funds in the customer's bank account or for other reasons for which the customer is responsible, NSL will charge the customer with the additional expenditure in accordance with the current price list published at www.belfastbikes.co.uk unless the customer is able to show that the actual expense incurred was lower. In individual cases and insofar as the customer is unable to show that the expense was indeed lower, the claims made by NSL may be for, but not exceed, the actual amount of expense incurred.
- 3) If the customer defaults on a payment, default interest will be charged at a rate of 6 percentage points over the base interest rate. Administrative fees incurred shall also be charged to the customer.
- 4) If the customer defaults on a payment, NSL shall be entitled to demand immediate payment of all further claims against the customer and discontinue the contractual services until the customer has satisfied all payments.

16. Billing, Renting Lists, Controlling of Rentals

- 1) NSL charges fees to its customers according to the current rate and price list. A list of concluded rental processes (including costs and time periods) may be viewed by the customer in their account at www.belfastbikes.co.uk. This listing of all completed rental processes does not include items which are non-standard and cannot be included by the automated system (such as fees due to contractual non-compliance and / or other service fees).
- 2) Debiting of the customer's account occurs automatically. NSL does reserve the right, however, to demand payment by customers either by telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to NSL within one week of receipt of the invoice. Customer claims after expiry of this objection period, or in cases of rightful claims, remain unaffected. Any refunds due will be credited to the customer's account and used to offset the next due payment unless other instructions are received from the customer.
- 4) The customer is entitled to offset claims against NSL only if the claims are undisputed or non-appealable.

17. Terminations and Deletion of Customer Information

- 1) Both parties may terminate the contractual relationship at any time. The right to extraordinary termination is not affected by this provision. The customer is able to delete their customer account manually. This may be done in the personal customer profile found at www.belfastbikes.co.uk.
- 2) Special rates (e.g. annual subscription) are linked to specific contractual periods. Conditions for termination of special rates are specified in Clause 14. Upon termination of a special rate, the customer card may be returned to NSL at Unit 8, 48 North Duncrue Street, Belfast, BT3 9AR.

18. Privacy Policy

- 1) NSL is authorised to save customers' personal data and to use that data only in compliance with the provision of the UK Data Protection Act 1998.
- 2) NSL is entitled to disclose information about the customer to investigating authorities to the necessary extent, in particular the customer's address, if the requesting authority submits proof that proceedings have been initiated against the customer for an administrative or criminal offence.
- 3) When payment is made by credit card, the customer's credit card data will be transferred to our partner World Pay and Creditcall for verification and accounting of the rental fees. Following the registration process, credit card data is no longer visible for employees of NSL. Further information regarding the use, administration and processing of personal information may be viewed in our [Privacy Policy](#).

19. Further Provisions

- 1) These terms and conditions and your use of the NSL services are governed by and construed in accordance with the laws of England, Wales and Northern Ireland. Verbal agreements are not valid or legally binding.
- 2) Legal ineffectiveness of any part of these General Terms and Conditions does not affect the validity of the remainder of the document.
- 3) Should a provision of this GTC be or become ineffective or unfeasible, the validity of the remainder of the document and its provisions shall remain unaffected. A regular and valid provision which has the aim and purpose of the law with similar context shall be adopted in place of the invalid provision.