

# citybike refund and redress policy

## 1 Terms and Conditions and Definitions

- 1.1 This Policy is referred to in the citybike Terms and Conditions:
- 1.2 The definitions in the citybike Terms and Conditions apply to this Refund/Redress Policy.
- 1.3 For avoidance of doubt the citybike Terms and Conditions take precedence over this Policy.

## 2 Applying for a refund

- 2.1 Before any refund of the Charges is made, we must be able to verify that the original payment for the Charge has been received and contained in the citybike account. If there is no record of payment the Member must provide evidence of the original payment (e.g. a copy of relevant Payment Card statement identifying the deduction of the Charge). Only a Member, or the estate of a Member, will be entitled to claim a refund.
- 2.2 Before a refund of any Charge or Credit can be made or processed, the rental period relating to the refund will be cancelled. Where a refund request is made by the executor of the estate of a Member 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 Member may not apply for a refund in respect of any Promotional Code which has been used to register for citybike.
- 2.3 If a request for a refund is not complete i.e. all the information has not been provided, the Member will be requested to provide the information. If the Member does not provide this information within 30 days, the refund request will be rejected and closed until the Member reapplies for the refund with all of the information required.
- 2.4 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:
  - 2.4.1 In the case of refunds applied for by executors of the estate of the deceased, the refunds will be made by cheque.
  - 2.4.2 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.
- 2.5 Any Charge that is proven to have been applied in error either by us or the Member will be refunded as applicable by re-crediting the relevant Payment Card or Direct Debit Instruction.
- 2.6 If, as a direct result of us deducting Charges in error, the Member is charged extra fees by their bank, we may reimburse the Member for such extra fees in accordance with paragraph 5.2.
- 2.7 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 Member 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.

- 2.8 A refund will be issued within one working day of authorisation.
- 2.9 The minimum amount that can be refunded is £1.01 (GBP). Any refund requests by a Member 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 Where citybike has been suspended or access altered in accordance with Condition 10 of the citybike Terms and Conditions.
- 3.2 Where access to citybike has been withheld or withdrawn as a result of a Member's failure to comply with the citybike Terms and Conditions or any applicable UK laws in accordance with Conditions 6, 8 and 9.
- 3.3 For hourly Tariffs that have been used.
- 3.4 Where the Member is unable to obtain a citybike due to non-availability at their chosen Docking Station(s).
- 3.5 By any changes made to the citybike Terms and Conditions.
- 3.6 Where a Member has not followed directions on the Terminal or given by a representative of citybike.
- 3.7 Where a Member has incurred Charges as a result of an unauthorised person using their Account.
- 3.8 Where there are factors outside of the Member's control that caused them to incur Charges but the Member failed to contact the Contact Centre to declare this.
- 3.9 Where a Member has failed to supply additional information in relation to a refund application within 30 days of our request.
- 3.10 Where a Member cancels an annual Membership which has been activated for a period of more than 8 weeks prior to the refund application.
- 3.11 Where any Member left a citybike unattended and undocked for any period of time.
- 3.12 In the event of scheme unavailability due to Force Majeure.
- 3.13 If the customer has not requested the refund within 30 days of the charge being made.

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

- 4.1 Where citybike has been suspended for a period of twenty-four hours or more due to a failure by us which is within our reasonable control.

- 4.2 The refund will be calculated pro rata on a daily rate basis for citybike's Tariff and shall be payable if the total sum of the refund is more than £1.01 (GBP).
- 4.3 The refund will be processed automatically without the requirement for a Member to request such refund at the point at which citybike recommences or other time stated by us where there is a prolonged suspension of citybike.
- 4.4 All refund requests will be investigated, but the decision whether to make the refund remains at the discretion of us in line with our policy.

## **5 Redress Policy**

- 5.1 Where a Member has made a complaint and the Member has had to spend money providing evidence to support their complaint that we deem to have been necessary. In cases where errors made by us has been investigated and substantiated, any monetary loss to the Member will be compensated for.
- 5.2 If we have charged any money to a Member's payment account in error (including duplicate payments), which has subsequently led to a Member being charged extra fees such as unauthorised overdraft fees by their card issuer. In such cases, the Member will be required to provide reasonable evidence to substantiate their claim.
- 5.3 If we fail to provide citybike for any period of time, we will not compensate for any consequential losses (where direct or indirect) or indirect losses including (without limitation) travel or business expenses a Member may suffer.
- 5.4 Where a Member is entitled to use citybike at a discounted rate of Charges and such Discounted Rate has not been processed correctly by us and results in the Member paying Charges, we shall refund the Member 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 Member's time taken to seek redress from us will not be compensated for.
- 5.6 We will not compensate for the cost of onward journeys where a Member was unable to use the scheme.