

PEDDLE MY WHEELS LIMITED

TERMS AND CONDITIONS FOR OURBIKE APP AND WEBSITE

Please read these terms as you are responsible for your own safety, others safety and for looking after the bike.

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1. OurBike project

The Our Bike project is operated by Peddle My Wheels Limited (“PMW”) and is an electric cargo bike (“the Bike”) share scheme designed to help communities switch to a more sustainable form of transport. You can hire the bike by the hour, often at rates subsidised by the local council.

2. Opening an account

In order to use OurBike (“the Service”) you require an account to be set up so you are an approved person (“a User”) to use the Bike. You can do this via the OurBike.co.uk website by submitting a registration form. An OurBike team member will arrange to meet you at

the relevant bike when they will carry out an induction with you on how to use the app and bike. This will include a training session on the bike. If the OurBike team member is satisfied that you are proficient on the bike you will be given access to the OurBike app. You will be required to sign in to the app and by doing so you agree to these Terms of use and then you will need to add a valid debit card before you can use the OurBike app. PMW reserves the right to cancel the account at any time for any reason.

3. Using our service

You can use the OurBike app to locate the bike, reserve it, start a journey, unlock and lock the bike and end their journey. You can also use the app to report problems with the Bike.

Essential rules for Use:

(i) You must be 18 years of age or older

(ii) You are able to operate the Bikes in a competent manner. You know how to use them and are physically able to do so. You understand that adverse weather conditions can impact safety and you are able to respond accordingly (such as adjusting your braking distance in the rain, for example). This may also mean not using certain Bikes at all. Also note that we don't provide routing directions or advice, so the route you choose is up to you.

(iii) You must adhere to the laws relating to bike cycling and bike use in your area.

(iv) Vandalism or tampering of the Bike could result in criminal proceedings.

(v) Helmets - this is a decision for you to take. We cannot supply them as it is not advisable to share helmets.

(vi) Bike maintenance - despite regular checks by qualified mechanics on the Bikes we cannot check the bike every time someone has used it, so we advise that a basic check is carried out each time you use it. PMW will show you how to do this in your initial induction. You should contact us through the app immediately if you find an issue or are in any way concerned about anything to do with the Bike and cease using the Bike.

(vii) We cannot guarantee that there will always be sufficient electricity available in the battery for your journey. You should adjust your journey accordingly if the battery is nearing its end.

(viii) Do not lock the Bike up with anything other than the lock provided. If the next User is unable to use the Bike there are fines applicable.

4. Safety

(i) In order to stay safe you should ride in the manner that you were instructed during your training session. This style of riding is in line with the National Standard Cycle Training program.

(ii) Do not ride the Bike under the influence of alcohol, drugs or other substances.

(iii) Only use the Bike for its obvious function - to ride and carry things. The weight limit on carrying items is 80kg and the limit on a ride is 100kg per rider. Do not take the Bike off road.

(iv) If you use the Bike to carry children make sure they are safely strapped in using the seat belts. Children under the age of two should not be taken in the cargo box unless an approved child seat is used.

5. Penalties and fines

(i) Theft - if the Bike is stolen whilst under your hire or before the next User unlocks the Bike you are responsible for the outcome. Whenever you are not riding the Bike you must lock it to an immovable object using the lock provided as advised in your initial induction. When you end your ride you must lock the Bike in the parking zone to an immovable object using the lock provided. If the Bike is stolen and you are the last person to use it then an unsuccessful insurance claim due to the bike not being locked correctly means you might be liable for the cost of a replacement bike (which could be up to £5,000).

(ii) Damaged or written off - you will be charged the cost of labour and parts if the Bike is returned in a condition that is worse than when you took it out and this is due to your negligence. If you write it off and it is due to your negligence you will be liable for the full cost of a bike (which could be up to £5,000). If a third party has caused the damage it is important you try to get their details, witness details and we advise that the police are called.

(iii) Weight - do not exceed the weight limit of 100kg on the Bike and 80kg in the cargo box. Evidence of damage caused by the Bike carrying too much weight will result in you covering the costs of repairs and parts and ultimately the cost of a replacement bike if it cannot be fixed.

(iv) Hire periods –

- the Bike can be hired for a maximum of 24 hours. Failure to return the Bike within this period will result in a £100 fine and if it is not returned the police will be contacted
- if a Bike is reserved after you then it must be returned within at least 15 minutes of that reservation. Failure to do so will result in a £25 per / hr fine
- if you are unable to return the Bike to its parking location you will be fined £100
- if the Bike comes back in a state that is not suitable for the next user to use it you will be fined £100

6. Reporting accidents and incidents

Please report any accidents or incidents that happen whilst you are using the Bike. If it is a more serious incident then immediately call the emergency services and notify us when it is safe for you to do so. You can use the app to contact us.

Please use the contact details in the app. If you are unable to access these the contact details are available on the OurBike.co.uk website.

7. Cost of use

The costs of using the Bike will be made clear on the app and vary depending which bike and which area you are in.

8. Tracking

Each bike is fitted with a security tracker. The data from this is anonymised and then used for research purposes.

9. Limitation of Liability

(i) The restrictions on liability in this section applies to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

(ii) Subject to 9 (iii), PMW's total liability (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed £75 and is strictly limited to losses that were reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both PMW and the User knew it might happen.

(iii) Nothing in these Terms limits any liability which cannot legally be limited including but not limited to liability for death or personal injury caused by PMW's negligence.

(iv) Subject to 9 (iii), PMW shall not be liable under this agreement for any indirect or consequential loss or damage. For a business User, in no event shall PMW's be liable to the User for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses.

(v) The User will be expected to act in a responsible way when using the bikes including following the UK road traffic laws at all times.

(vi) Subject to clause 9 (iii) PMW are not responsible for any injury or damage caused to the User or third parties by the User's use of a Bike or during the initial training session on the Bike. The User acknowledges that PMW cannot take responsibility for the Users actions whilst they are using the Bike. The User uses the Bike at their own risk.

(vii) PMW will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that are caused by events outside our reasonable control.

Our Bikes are machines and there is inherent risk associated with using them, including due to malfunction no matter how well they are maintained. These risks are not always obvious, and they may cause property damage, injury or even death to you or others. Subject to the above, by using our Services, you agree that you understand these risks, that it is your responsibility to use our Services safely. You are responsible for any harm you cause to other people or property (unless something we did or didn't do was the actual cause of such harm).

10. Insurance

(i) Theft and accident cover - the Bikes are insured for theft and damage, subject to the User locking and using the Bike in accordance with these Terms.

(ii) 3rd party liability cover - it is highly recommended that the User arrange cover.

(iii) Personal accident cover - it is highly recommended that the user arrange personal accident cover.

11. Your responsibilities

(i) to the extent permitted by applicable law and subject to section 9 above, you agree that you are responsible for any and all claims, actions, costs, damages, penalties, fines, demands, losses, liabilities and expenses (including reasonable legal fees and court costs)

arising out of or in connection with (i) your breach or violation of any of these Terms or any applicable law, (ii) PMW's use of your content discussed in Section 14, or

(ii) your violation of the rights of any third party. You agree that the obligations in this Section 11 (i) will survive any termination of these Terms, your user account or your access to our Services generally.

12. Personal information

We collect and use your personal information in order to provide the Services to you. For example, we process information such as your name, contact details and payment details so that you can register for an account with us and use our Services. It is also necessary for us to process information about you, such as information about your trips in order to provide our Services. For more information about how we use your personal information, please read our Privacy Notice which you can access at <https://ourbike.co.uk/privacy-policy>.

13. Intellectual Property

(i) Our Limited License to You

Subject to these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the App and our related software and services on your personal device solely for your use of our Services. Such rights are for your personal, noncommercial use only. Any rights not expressly granted herein are reserved by us and our licensors. You are not allowed to copy, modify, distribute, sell or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of the Services or software, unless laws prohibit these restrictions or you have our written permission to do so. Don't do anything that places an unreasonably large load on our Services' infrastructure, use any robots, spiders, scrapers or other automated means to access our Services, try to interfere with the proper working of our Service or attempt to bypass any of our security measures to access the Services.

(ii) Ownership

The Services are our exclusive property, and your use of them does not transfer any ownership rights to you. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access, and except for the limited license granted to you above, all rights therein (including all intellectual property) belong to us or our licensors. You may not use content from our Services without our express prior permission or as otherwise permitted by law. These Terms do not grant you the right to use any trademarks, branding or logos used in our Services or otherwise, including in any

advertising or publicity or to imply our endorsement in any way. Please do not obscure or alter any legal notices displayed in, along with or in connection with our Services.

14. Content Provided by You

You may at times be invited to submit content to us (like a comment to a blog post, to participate in our communities or provide user tips). You retain ownership of this content but we ask that you make sure you have the right to submit it to us in the first place, because when you submit it, you give us (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute it as well as your name, voice and/or likeness if also submitted and to the extent permissible by applicable law. This license continues even if you stop using our Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you. Any content you submit is deemed non-confidential.

Do not submit any content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful or otherwise offensive (we will be the judge of whether your content meets any of these descriptions). The same goes for “spam” or unsolicited advertising. Submission of any of the following may result in suspension or termination of your user account, including where required by law. We have the right, but not the obligation, to review, monitor or remove your content at any time for any reason without notice, subject to applicable law.

15. Third Party Services and Content

The Services may be made available or accessed in connection with services and content (including advertising) controlled by third parties with different terms of use and privacy policies. We don't endorse these third party services and content and we are not responsible or liable for any of their products or services. Additionally, Apple Inc., Google, Inc., Microsoft Corporation and/or BlackBerry Limited will be a third-party beneficiary to these Terms if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to these Terms and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these applications or devices is subject to terms set forth in their respective terms of service and privacy policies.

16. Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use

the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services (including the App) and any updates thereto. We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

17. General

You may not assign these Terms without our prior written approval. We may assign these Terms without your consent to a related or affiliated entity or in the event of a sale of all or substantially all of our assets, stock or business, or to a successor by merger. Any purported assignment in violation of this paragraph is void. No joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms or your use of our Services. If any provision of these Terms is held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be enforced to the fullest extent under the law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless we acknowledge and agree to it in writing, and it is not a waiver of our right to do so later. Force majeure events may prevent us from providing the Services. Note that when we say “include” or “including” throughout these Terms, we really mean “including, but not limited to” but do this for ease of reading. Provisions that by their nature are intended to survive the termination of these Terms or your use of the Services will survive.

18. Disputes

These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

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