

## General Terms and Conditions (GTC) for Bicycle Rental Systems Operated by Caritas Luzern

The following general terms and conditions are valid for the use of rental bikes offered by Caritas Luzern. Paragraphs §1 – §8 of our terms and conditions determine the rights and obligations for the use and rental of bikes. Paragraphs §9 – §19 regulate the business relationship between Caritas Luzern as operator of the rental system and its customers.

### §1 Jurisdiction of the Terms and Conditions (GTCs)

- 1) Caritas Luzern (“provider”) rents bicycles, e-bikes and e-bike parking locations to registered customers (“customer”) in as far as the products and services are available.
- 2) The general terms and conditions apply to and include usage of the nextbike offer operated by Caritas Luzern. For nextbike systems in countries other than Switzerland and/or partner systems, the terms and conditions of the applicable partners apply.
- 3) Rental and return is possible either by telephone or via smartphone app.
- 4) Individual agreements which deviate from the GTCs must be approved and confirmed by Caritas Luzern in written form.
- 5) Upon renting a bicycle, the customer accepts the current, valid version of Caritas Luzerns GTCs.

### §2 Registration and Confirmation

- 1) Application for registration (“application”) is possible either by telephone, online, via smartphone app, at a rental terminal, using an on-board computer or in person directly at a cooperation partners location. In order to become a registered customer, the applicant must be 16 years of age at the time when the application is approved.
- 2) Following receipt of all relevant personal data the provider decides whether or not to accept and approve a business relationship with the applicant. As part of the application process, the provider is authorized to utilize the services of nextbike and their payment partner World Pay to check the creditworthiness of the applicant.
- 3) Upon registration, the applicant shall receive a personal identification number (PIN) with which they may log into the smartphone app and online customer account.
- 4) Approval of the application shall result in the issuing of an activation notice. This notification may occur orally, in written form, telephonically, via email, text message or at a rental terminal.
- 5) Registration is free of charge for applicants. For rentals subject to fees, a valid means of payment must be provided prior to the time of rental. To verify the chosen means of payment a debit must be paid that will be credited. Dependant upon the choice of rates, the provider is authorized to charge regular and/or periodic rental fees. The amount of these fees may be requested via telephone and the current price list is also available online or at rental stations.
- 6) The customer is obliged to inform Caritas Luzern immediately of any changes to their personal information which occur during the business relationship. This applies especially, but is not limited, to information regarding payment (account number, credit card information).

### §3 Terms and Conditions of Use

- 1) The rental bikes may not be used:
  - a) by persons who are younger than 16 years unless accompanied by an adult
  - b) to carry other persons (in particular young children)
  - c) for journeys outside of Switzerland without written consent from Caritas Luzern
  - d) to transport flammable, explosive, toxic or dangerous materials

- e) to participate in bicycle races or bicycle test events without the prior, written consent of Caritas Luzern
- f) for subletting to third parties
- g) in cases of strong wind or stormy weather
- h) by individuals under the influence of alcohol or drugs.
- 2) The customer is obliged to obey all road and traffic laws and regulations.
- 3) Freehand (“no-hands”) operation of the bike is not allowed at any time.
- 4) It is forbidden to use the bicycle basket improperly or overload it (maximum allowable load: 5 kg). The customer is obliged to ensure that all transported goods and items are properly fastened and secured at all times
- 5) The maximum allowed total weight including passenger and additional load for each individual rental bike is 120 kg.
- 6) Unauthorized modifications or alterations to the rental bike are not allowed.
- 7) Should unauthorized or improper use of the rental bike be determined, Caritas Luzern is authorized to terminate the business relationship and block the customer from further rentals and usage.
- 8) Following receipt of confirmation messages regarding the return of bicycles, the customer is not allowed to use the bike with the given rental code. To use the returned bike again it is necessary to initiate a new rental process.
- 9) The customer is not allowed to change the provided lock code or to provide it to third parties.

### §4 Rental Limitations

- 1) Unless previously agreed otherwise, each customer may rent up to four bikes on one customer account at any one given time.
- 2) Individual arrangements subject to the availability of rental bikes are possible upon approval by Caritas Luzern.
- 3) Caritas Luzern reserves the right to reduce the rental limit in justified cases.

### §5 Duration of Rental

- 1) The chargeable rental period of a bike begins with the provision of the code for the bicycle lock by Caritas Luzern to the customer.
- 2) The customer is to inform the provider of the end of the rental period in accordance with §8. Upon provision of this information, the chargeable rental of the bike as well as the rental period to be invoiced will end. The official end of the rental period shall be marked with the receipt of information by the customer from nextbike GmbH. Customer service must be informed via the service hotline of any problems immediately. Notification at a later time and any associated recourse claims shall be deemed invalid.

### §6 Condition of Rental Bikes

- 1) The customer is to make themselves familiar with the condition as well as 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. In particular, safety-relevant screw and component fixation, the condition of the frame, handlebars and seat as well as air pressure in the tires and the proper functioning of lighting and brake systems are to be checked.
- 3) Should the customer determine technical defects or deficiencies at the beginning of, or at any point during, the rental period, he/

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she is to notify the providers customer service, end the rental and desist using the bike immediately. Any other defects such as tire damage, rim defects or gear shift failures must also be reported immediately.

### §7 Parking of the Rental Bikes

- 1) The bicycle must be parked in plain sight. The customer is obliged to follow road traffic regulations when parking. Furthermore, he/she must ensure that the bike does not hinder road safety, 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 every time that the bicycle is parked and the bike is to be placed in the provided bike racks at the rental station when available.
- 2) In particular, it is not allowed to park rental bikes:
  - a) at traffic lights
  - b) at parking ticket machines or parking meters
  - c) at traffic signs
  - d) on walkways which are thereby reduced to a width of less than 1.50 meters
  - e) in front of, in or near emergency exits and fire department service zones
  - f) where the bike covers local advertisements.
- 3) The rental bike must be locked when not in use, even if the customer leaves the bike unattended for only a short time.
- 4) Failure to comply will result in the charging of service fees in accordance with the current price list available online at [www.nextbike.ch](http://www.nextbike.ch). Additionally, the renting customer shall be responsible for payment of any official fines incurred as a result of non-compliance with these regulations.
- 5) It is not allowed to leave/park the bikes in buildings, backyards or within other vehicles at any time.

### §8 Returning of Rental Bikes

- 1) The returning of rental bikes outside the defined area of Central Switzerland is not permitted. In general, this area is defined as the city in which the bike was rented.
- 2) The customer is obligated to inform the provider that the rental period is being ended as well as of the exact location of the return (station number or GPS coordinates). This may be done online, via telephone or by using the smartphone app, the rental terminal or the on-board computer.
- 3) The customer must be able to provide this information to Caritas Luzern upon request for a period of 96 hours following the rental period.
- 4) Should the customer not return the bike at a defined area as described in para. 2 and 3, provide false information or forget to return the bicycle entirely, a service fee will be charged by Caritas Luzern to the customer in accordance with the current price list as published at [www.nextbike.ch](http://www.nextbike.ch).

### §9 Caritas Luzern Liabilities and Customer Liabilities

- 1) Use of services provided by Caritas Luzern occurs at the customers 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 Caritas Luzerns liability insurer against a customer remain unaffected.
- 2) The customer remains liable for damages which occur following the rental period until nextbike has successfully checked the returned rental bike (max. 96 hours) or the bike has subsequently

been rented by another customer. In cases of damage being determined, the customer will be informed by the Caritas Luzern immediately – Caritas Luzern is obligated to inform the customer. The customer shall not be made liable for damages which Caritas Luzern does not inform the customer of within 96 hours following the rental period. The customer is liable for damages resulting from theft of or damage to the bicycle for the 96 hour period following the rental during which the bike is to be checked by a Caritas Luzern employee. This liability shall amount to the specific material and labor costs up to but not exceeding an amount of CHF 360.–. This maximum amount does not apply in cases in which the customer has caused the damage intentionally or has acted with 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 shall be made liable for all costs and damages incurred by Caritas Luzern due to non-compliance with agreement obligations including those defined in previous paragraphs concerning notification obligations.
- 4) Caritas Luzern is liable for intentional damages and gross negligence towards their customers. For all other culpably infringing contractual obligations (cardinal obligations) the company shall be made liable only for typical, i.e. foreseeable, damages. Caritas Luzern is not liable for damages to items transported with the bicycle. Any further liability on the part of nextbike is excluded.
- 5) Caritas Luzern shall not be liable in cases of improper and/or unauthorized use of the bicycle in accordance with §3.
- 6) If the bicycle is stolen during the rental period, the customer must report the theft immediately to nextbike and to the police. Caritas Luzern must be provided with the police departments case file number immediately.

### §10 Customer Obligations in Case of Accident

Caritas Luzern must be informed of accidents immediately. In cases of accidents involving not only the user, but also third-party property or other persons, the customer is also obliged to report the incident to the police immediately. Failure to do so on the part of the customer shall result in the customer being liable for damages incurred by Caritas Luzern owing to infringement of said obligation.

### §11 Confidentiality of User Information

- 1) The customer is responsible for preventing unauthorized use of the customers personal data by third parties. This applies, in particular, to their personalized PIN/password.
- 2) Caritas Luzern expressly states that nextbike employees are not authorized to and will never request or ask for the customer password.
- 3) The customer may change the personal data anytime and as often as he/she wants.
- 4) Should the customer have reason to believe that his/her user data has been compromised or misused, they are to inform Caritas Luzern of this fact immediately.
- 5) The customer may deactivate their customer account either online at [www.nextbike.ch](http://www.nextbike.ch) or by means of written notification sent to Caritas Luzern.

### §12 Bike Rental Usage, User Data, Blocking of Accounts

- 1) Caritas Luzern is entitled, in cases of due reason and in particular in cases of misuse, to cancel customer rights and thereby exclude customers from using Caritas Luzerns services and bicycles.

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- 2) The limitation of liability provided for in §9 para. 2 shall not be valid should the customer allow the misuse of his/her customer data intentionally or due to gross negligence.

### §13 Fees, Prices and Calculations

- 1) nextbikes calculation of all fees and services shall be charged on the basis of the prices valid at the beginning of each individual use of bicycle. Rental fees are to be taken from the current price list (available at [www.nextbike.ch](http://www.nextbike.ch)).
- 2) Special rates (e.g. RadCard tariff) 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) Cancellation of special rate agreements does not result in the automatic deactivation of a customer account with Caritas Luzern. Should the customer wish to deactivate an account, this may be done either online at [www.nextbike.de](http://www.nextbike.de) or by providing written notification to Caritas Luzern.

### §14 Payment and Delayed Payment

- 1) The customer is obligated to pay the billed amounts by means of credit card or electronic transfer (direct debiting).
- 2) Should it be impossible to process a direct debit due to insufficient funds in the customers account or for other reasons for which the customer is responsible, Caritas Luzern will charge the customer with the additional expenses incurred in accordance with the current price list published at [www.nextbike.ch](http://www.nextbike.ch) 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 Caritas Luzern may amount to but not exceed the actual expenses incurred.
- 3) If the customer defaults in payment, default interest will be charged at a rate of 6 percentage points over the base interest rate. Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the customer.
- 4) If the customer defaults in payment, Caritas Luzern shall be entitled to demand immediate payment of all further claims against the customer and discontinue contractual services until the customer has satisfied all payments.

### §15 Billing, Rental Lists, Controlling

- 1) The provider invoices its customers according to the current rate and price list as available at [www.nextbike.ch](http://www.nextbike.ch). Finalized rental processes (including costs and time periods) may be viewed by the customer in their account at [www.nextbike.ch](http://www.nextbike.ch). This listing of all completed rental processes does not include items which are extraordinary and cannot be included by the automated system (such as fees due to contractual non-compliance and/or service fees).
- 2) Debiting of the customers account occurs automatically. Caritas Luzern does reserve the right, however, to demand payment by customers either per telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to Caritas Luzern within 30 days of receipt of the invoice. Customer rights following expiry of the objection period, also in cases of rightful claims, remain unaffected. Any refunds due will be credited to the customers account and applied to the next due payment unless otherwise dictated by the customer.
- 4) The customer is entitled to offset claims against the nextbike GmbH and Caritas Luzern only if the claims are undisputed or non-appealable.

### §16 Termination and Deletion of Customer Information

- 1) Both contractual partners may properly terminate the contractual relationship at any time. The right to extraordinary termination is not affected by this provision. The customer may deactivate their customer account either online at [www.nextbike.ch](http://www.nextbike.ch) or by means of written notification. Written termination notices are to be sent to: Caritas Luzern, Grossmatte Ost 10, 6014 Luzern; or via email to: [nextbike@caritas-luzern.ch](mailto:nextbike@caritas-luzern.ch).

### §17 Privacy Policy

- 1) Caritas Luzern is authorized to save customers personal data. It delegates the storage to nextbike GmbH. Nextbike GmbH is obligated to use that data only in compliance with the provisions set forth in the German Data Protection Act (Bundesdatenschutzgesetz).
- 2) Caritas Luzern is entitled to disclose information about the customer to investigating authorities and to the necessary extent, in particular the customers address, should proceedings be initiated against the customer for a civil or criminal offence.
- 3) When the payment method is by credit card, the customers credit card data will be transferred to our partner World Pay (The Royal Bank of Scotland) for verification and accounting of the rental fees. Following the registration process, credit card data is no longer visible for employees of Caritas Luzern and nextbike GmbH.

### §18 Further Provisions

- 1) Swiss law applies and takes precedence. Legal domicile for any disputes arising from or in connection with a customers use of the Caritas Luzern bicycle rental system as well as [www.nextbike.ch](http://www.nextbike.ch) insofar as the customer does not have a place of general jurisdiction in Lucerne or has transferred his place of residence or usual abode to a country other than Switzerland after conclusion of the contract or if the customers residence or usual abode is unknown at the time of the legal disputes arising or when the customer is a registered trader or legal entity under public law or has public special assets.
- 2) Verbal auxiliary agreements do not exist.
- 3) Should a provision of these GTCs 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 initial provision shall be adopted in place of the invalid provision.
- 4) The GTCs are applicable in the currently valid version.

Service Hotline: +41 (0)4150 80 800 (Swiss fixed network)

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