

NEXTBIKE NZ LIMITED

Terms and Conditions

1. The Rules

- 1.1. Welcome to Nextbike. We hope you have an enjoyable time on our bikes. This page sets out the terms and conditions under which you can rent them (the "Rules"). If you rent one of our bikes, you will enter into a rental agreement with us which is governed by the Rules.
- 1.2. Nextbike and the user of the bike ("You") are the only parties to the rental agreement even if a reservation for the bike may have been arranged by someone else or that someone else may pay for all or part of the rental. You are the sole renter and are solely responsible for compliance with the Rules.

2. Getting Started

- 2.1. The first time you rent a bike, we'll register you on the Nextbike system and open an account for you. Registration can also be completed on line at www.nextbike.co.nz or by downloading our iPhone or Android smartphone applications. This is a one off process, so that we can identify you and charge you correctly for the use of the bikes. Once you have been registered, you can use any of Nextbike's bikes at our locations around New Zealand.
- 2.2. When you register with Nextbike, we will charge your credit card \$4. We do this to verify that your credit card has not been stolen. The \$4 charge is credited to your Nextbike account for your first hour of paid for riding.
- 2.3. You will be asked for a phone number which will become your username, and given a personal identification number ("PIN") when you open your account.
- 2.4. To rent or return a bike, simply make a call to Nextbike (09 909 9090) and follow the instructions. Rental can also be completed using mobile phone internet at www.nextbike.co.nz/m or by the smartphone applications.
- 2.5. You must be over 18 years old to use this service.

3. Calling Us

- 3.1. If you registered a mobile phone number, we will use your phone's number to positively identify you in the future. Your mobile phone will need to be in "Send my caller ID" mode for this system to work.
- 3.2. If your mobile phone is not in "Send my caller ID" mode, or you call us from an unregistered phone number, or our system cannot otherwise identify you, you will be asked to enter your username and PIN so that we can identify you

4. Renting a Bike

- 4.1. When you contact us, the system we will ask you for the serial number of the bike you wish to rent. This is written on the rear mudguard of each bike.
- 4.2. Once you have provided the serial number of the bike, the system will give you the current combination so that you can unlock the bike from its current location.
- 4.3. Nextbike has standard bike rental charges for all bike use. At some locations the first riding period is \$0. You will be informed of this by the business that is providing the bikes, or if the bikes are in a public space, the rental station sign will inform you. After this the standard rental charges apply:
 - \$4 for up to 1 hour;
 - \$8 for up to 2 hours;
 - \$12 for up to 3 hours;
 - \$16 for up to 4 hours;
 - \$20 for up to 1 day;
 - \$40 for up to 2 days;
 - \$60 for up to 3 days;

5. Returning a bike

- 5.1. When you are finished with the bike, you must lock it with the helmet to the rental station, or bike rack, and call us again on 09 909 9090 or www.nextbike.co.nz/m or smartphone application.
- 5.2. The system will ask you to re-enter the bike serial number.
- 5.3. You will then be required to indicate the location that you have returned the bike to.
- 5.4. In the event of mechanical failure you may return the bike to a different location. You must notify Nextbike of the exact address. Lock the bike and the helmet to a bike rack and call 09 909 9090 or www.nextbike.co.nz/m or smartphone application
- 5.5. In addition, we will charge you:
 - \$500 if you do not return the bike at all; and
 - \$50 if you do not return the helmet with the bike;
 - \$30 if you do not return the lock: and
 - \$20 if the recorded address is unclear or the bike is not at that address.

The system will then calculate the cost of the ride (plus any additional charges) and deduct this from your credit card. You can view your charges by visiting www.nextbike.co.nz or by using the smartphone application logging in with your username and PIN. By removing the bike from the stand, you authorise Nextbike to deduct any such charges from your credit card.

6. Paying Us

- 6.1. Nextbike accepts Visa and MasterCard. If you do not have one of these credit cards you cannot use the automated Nextbike service. If you are renting a bike from a Nextbike staff member you can leave a cash deposit and pay using cash. The deposit is refundable when the bike is confirmed as being returned.
- 6.2. Nextbike will contact you if you have rented a bike for 24 hours and not returned it. However, it is your responsibility to be aware of the elapsed time and consequent charges. In addition to this, you should also be aware of the battery and credit level in your mobile phone so that you are able to receive messages and return the bike.
- 6.3. To close your account, simply call us on 09 909 9090, or log into your account at www.nextbike.co.nz. or through the smartphone application.

7. Your Responsibilities

- 7.1. It is your responsibility to ensure that:
 - the bike is in proper working order before the rental takes place; this includes wheels, brakes, pedals and helmet. If there are any problems with the bike then this must be reported immediately to Nextbike so that another bike may be allocated;
 - the bike is in proper working order after the rental takes place; this includes wheels, brakes, pedals and helmet. If there are any problems with the bike then this must be reported immediately to Nextbike;
 - there is enough credit and battery power in your mobile phone to end the rental. Failure to do so will result in a rental charge up until you notify us of the bike being returned, ready for another user.
- 7.2. Once the rental has commenced, you have full responsibility over the bike. You will be liable for all costs in the event of damage to the bike, yourself or third parties as well as for theft of the bike while in your care. The bike is your responsibility until another customer rents the bike or one of our team confirms it has been returned, as set out in these Rules.
- 7.3. By renting the bike, you warrant and undertake:
 - that you are over the age of 18;
 - to return it to Nextbike in the same condition received, ordinary wear and tear excepted;
 - not to use it for onward rental or reward, nor use it in violation of any law, ordinance or regulation;
 - when riding it, to at all times keep left, wear a helmet, obey the road signs and give way to vehicles as indicated;
 - not to operate the bike or permit the bike to be operated whilst unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation;
 - to ensure that the helmet is secured along with the bike, and that it is fit for another user;
 - to ensure that the bike is always locked when unattended; and
 - that you are physically fit enough to ride a bike and also that you are reasonably competent to ride on the road.

- 7.4. You undertake to defend, indemnify and hold Nextbike harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses (except where caused by Nextbike's negligence or default) incurred by Nextbike in any manner from this rental transaction.
- 7.5. You undertake to pay Nextbike on demand:
- all fines and court costs including administrative fees for parking, bus lane, traffic or other legal violations assessed against the bike, you or Nextbike during the rental;
 - a reasonable administrative handling fee for processing any fine or legal violation against the bike, you or Nextbike during the rental except where caused by Nextbike's default;
 - Nextbike's costs, including reasonable legal fees where permitted by law, incurred collecting payments due from you hereunder;
 - the fair market value of repairing damage howsoever caused to the actual bike supplied;
- 7.6. GST and all other taxes (if any) payable on the aforesaid items; and you authorise Nextbike to deduct any such amounts from your credit card.
- 7.7. You may not:
- pull or push anything with the bike as this may lead to steering defects, mal-align the frame or cause undue 'wear and tear' to the tyres; or
 - use the bike for racing, mountain bike riding, stunt or trick riding or for any other purpose other than riding to and from a destination.
- 7.8. You must:
- use the front basket to carry light goods only. You must not fill it with heavy items as this may affect your balance and/or steering control as well as safety and comfort;
 - not to fill past the rim of the basket. You must fill evenly with no long or sharp edges sticking out of or through the basket as these may become dangerous to other pedestrians and to you;

- notify Nextbike immediately if the bike or the helmet becomes damaged or faulty in any way or you have a puncture or burst tyre during the term of the rental. Nextbike may issue you with another bike or helmet at the nearest Nextbike rental station or arrange to pick up the faulty bike or helmet at another location;

7.9. Any bike rented is for your exclusive use only. You may rent up to 4 bikes at a time and allow other people to use these bikes. If you do this, you will remain responsible for the additional bikes and for complying with the Rules in respect of its rental. All other situations will invalidate the rental conditions.

7.10. Any wilful or negligent act of destruction of Nextbike property will result in prosecution to the fullest extent of the law and Nextbike will seek the recovery of all costs and administration charges from the defendant.

7.11. If an accident should occur due to the carriage of an over-weight or awkward load then you are liable for all costs associated with that accident.

8. Our Rights

8.1. If you commit any breach of these terms and conditions Nextbike may treat the rental agreement as terminated and may seize, without legal process, or notice to you, the bike at any time or place and you waive all claims for damages connected with such seizure.

8.2. Nextbike reserves the right to cancel any contract/rental agreement at any time with you without prior arrangement or written warning if you breach these Rules in any way.

9. Our Liability to You

9.1. NEXTBIKE'S TOTAL LIABILITY IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY, MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE RENTAL SHALL BE LIMITED TO THE AMOUNT IT RECEIVES FROM YOU UNDER THE RENTAL AGREEMENT, EXCEPT TO THE EXTENT THAT THIS IS UNLAWFUL. NEXTBIKE SHALL NOT BE LIABLE TO YOU FOR ANY PURE ECONOMIC LOSS, LOSS OF PROFIT OR LOSSES OF BUSINESS IN EACH CASE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL OR ANY CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER AND HOWSOEVER CAUSED WHICH ARISES UNDER THE RENTAL.

10. Use of Information and Electronic Messages

- 10.1. We will hold the personal information provided to us by you so that we can identify you, contact you, send you information about our advertisers' products and services and Nextbike offers and promotions, manage your account and charge you for using our bikes. This information will include your name, address, phone number, credit card details and e-mail address. By renting a bike from Nextbike, you authorise us to send this information to Nextbike GmbH for storage on the Nextbike server, and to Worldpay for internet payments.
- 10.2. Under the Privacy Act 1993, all individuals have rights to access and request correction of their personal information held by Nextbike by contacting us on 09 909 9090 or writing to us at nz@nextbike.co.nz. Failure to provide all requested personal information at registration may mean that we cannot process your account.
- 10.3. Nextbike may send you SMS messages or messages within the smart phone application that contain the combination number required to unlock the bike ("Combination Messages"). Combination Messages may also contain messages from our advertisers. For the purposes of the Unsolicited Electronic Messages Act 2007, by renting a Bike you consent to receiving Combination Messages and understand and agree that Combination Messages do not have a functional unsubscribe facility because they are required in order to allow you to unlock the relevant bike.