



## Terms of Service of the Wrocławski Rower Miejski System

Valid from 14 July 2021

### I. General Provisions

1. The hereby Terms of Service specify the principles and conditions of use of the Wrocławski Rower Miejski System (hereinafter referred to as: WRM), launched and operating within the administrative borders of the Wrocław Municipality.
2. Terms of Service of WRM as well as the Privacy Policy are available free of charge on the internet website [www.wroclawskirower.pl](http://www.wroclawskirower.pl) in such a way so as to enable familiarising with the contents, obtaining, broadcasting and recording them. These documents may be obtained at the office of Nextbike Polska S.A. with its registered seat in Warsaw, which is the Operator of WRM.
3. Contact:  
Nextbike Polska S.A.  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [ck@wroclawskirower.pl](mailto:ck@wroclawskirower.pl)  
Tel: 71 738 11 11
4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise.

### II. Definitions

1. **Mobile Application** – mobile application enabling the use of WRM. The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android or iOS system, which facilitate the download of the Mobile Application from an online store. The Application is available for download free of charge at Google Play stores and Apple AppStore, whilst permanent access to the Internet as well as registration of Client Account within WRM System is the condition for its download and use.
2. **Account blockade** – preventive measure consisting of preventing the use of WRM system, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular a breach which constitutes damage to the property of the Operator.
3. **O-lock Blockade** – preventive measure of a bike in the form integrated with the clamp “O” frame, without which it is impossible to complete Rental. The blockade serves the function of securing bikes at the time of applying the Standstill function. O-lock blockade is mounted on the rear wheel and it remains open during a ride. The blockade constitutes an accessory of each Bike.
4. **Promotional voucher/Bonus** – voucher offered by the Operator which enables topping up Client Account. The voucher amount and its purpose is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
5. **Price List and Table of Additional Fees** – price list of WRM services and charges, constituting an integral part of the Agreement. Price list and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the Internet Website as well as within the Mobile Application.
6. **Contact Centre of WRM (CC WRM)** – service launched by the Operator, ensuring contact with the Operator by means of:

infoline available 24/7 at the following number: 71 738 11 11  
electronic post under the address [ck@wroclawskirower.pl](mailto:ck@wroclawskirower.pl)



Information regarding the functioning of CC is available on the internet website [www.wroclawskiower.pl](http://www.wroclawskiower.pl)

7. **Duration of Rental** – time counted from the moment of Rental (unblocking) without prior Reservation, until the moment of its Return through closing of O-lock blockade. Whilst, it is assumed that a Standstill is counted into the rental time.
8. **GPS** – device mounted on a Bike, designated for monitoring the bike's route and its location.
9. **Client Identifier** – individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any proximity RFID card may serve as an identifier. Details concerning registration and Client identifiers have been described in Section VI Registration.
10. **Client/ User** – natural person, participant of the WRM System who has accepted Terms of Service and carried out registration in the WRM System as well as concluded Agreement with the Operator.
11. **Client Account/Account** – personal Client account created during registration for the purposes of using WRM System as well as charging fees in line with Appendix no. 1 to the Terms of Service. Client may link compatible cards and mobile devices with his or her WRM account, in accordance with RFID standard, facilitating the process of Bike Rental.
12. **Cost of repair** – cost calculated by the Operator in relation to the damage of a Bike, based on Appendix no. 2 to the hereby Terms of Service.
13. **Top-up amount** – amount of top-up at the minimum level of 1 PLN paid to Client Account on account of Rentals.
14. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
15. **Operator** – Nextbike Polska S.A. which realizes the service for WRM with its seat at ul. Przasnyska 6b, 01-756 Warszawa, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw, XII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007,
16. **Initial fee** – amount of registration fee paid by a Client upon registration at WRM. The initial fee has been defined in Appendix no. 1. It shall be settled towards the fees for rental.
17. **Privacy Policy** – document separate to the Terms of Service, elaborated by the Operator, specifying the conditions of processing by the Operator of personal data of Clients. Privacy policy is available under the following address: [www.wroclawskiower.pl/polityka-prywatnosci](http://www.wroclawskiower.pl/polityka-prywatnosci).
18. **Explanatory proceeding** – legal and factual actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the use of Bikes, in particular, those related to breaching of the hereby Terms of Service, accidents and collisions or damages to the property owned by the Operator.
19. **Standstill** – function allowing to park a Bike without having to return it. Standstill is available from the level of Mobile Application.
20. **Terms of Service** – the hereby Terms of Service define principles and conditions of availing of WRM, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of Renting Bikes in WRM.
21. **Reservation** – function dedicated to non-standard Bikes, thanks to which a Client may remotely reserve non-standard Bikes. Details concerning Reservation have been described in Clause VII of the Terms of Service.

- 22. Children Bike** – bike with wheel rims in dimensions of 20 inches, designated for the use by one child at a time, above 6 years of age, with the height of at least 120 cm and weight of up to 60 kg. The use of Children Bike may occur solely under the supervision of adults.
- 23. Electric Bike** – bike powered by electric drive which supports pedalling of a User to reach the maximum speed of 25 km/h. This Bike is designated for use by one person, who has completed the age of 13 and who fits into the range between 150 and 195 cm in height. This Bike is equipped in wheel rims with dimensions of 26 inches, whilst its working load of up to 115 kg of the person riding it only.
- 24. Non-standard Bike** – another type of Bike, alternative to a standard, that is: children bike, electric, cargo, handbike type, collapsible bike or tandem type of bike.
- 25. Standard Bike** – basic type of bike made available under WRM by the Operator. This Bike is designated for use by one person, who has completed the age of 13 and who fits into the range between 150 and 195 cm in height. This Bike is equipped in wheel rims with dimensions of 26 inches, whilst its working load of up to 115 kg of the person riding it only. It is equipped in a basket with capacity of 15 litres.
- 26. Cargo type of Bike** – bike with a cargo box equipped in foldable benches for transporting of children and a set of safety belts. Maximum payload of the box amounts to 100 kg.
- 27. Handbike type of Bike** – triple wheel bike with manual drive, designated for use by one person with physical disability of lower limbs.
- 28. Collapsible type of Bike** – bike designated for use by one person, who completed the age of 13 and fits into the range between 145 and 190 cm of height. This Bike has wheels with rims in dimensions of 20 inches, whilst its working load amounts to 100 kg for the person riding only.
- 29. Tandem type of bike** – bike designated for use by two persons of combined weight up to 230 kg.
- 30. WRM Service**– actions performed by the Operator in relation to the exploitation, repairs and maintenance of WRM.
- 31. Non-standard WRM Station** – place of Rental and Return of non-standard as well as Standard Bikes for Clients, which is marked with a symbol of WRM. List of non-standard WRM Stations is specified in Appendix no. 3. Information on the locations of Standard and Non-standard Stations of WRM may be found on the Internet Website and in Mobile Application.
- 32. Standard WRM Station** – place of Rental and Return by Clients solely of Standard Bikes, marked with a WRM symbol, equipped in bike stands where Bikes are parked (returned) by means of an O-lock Blockade. Information on the locations of Standard and Non-standard Stations of WRM may be found on the Internet Website and in Mobile Application.
- 33. User zone** – administrative borders of the Wrocław Municipality.
- 34. Prohibited Zone** - it ought to be understood as places/areas where the User may ride the WRM Bike, but the Return of the Bike is not allowed. First of all, the Prohibited Zone consists of all water reservoirs, beaches, parks, and cemeteries. The Prohibited Zone specified by the WRM Operator is available on the WRM Website, WRM Mobile Application and in the WRM CC.
- 35. Internet website** – website launched by the Operator [www.wroclawskirower.pl](http://www.wroclawskirower.pl), containing the necessary data for commencement and further use of WRM.
- 36. Wrocławski Rower Miejski System/ WRM System** – system of Bike Rental Stations launched by the Operator, which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental of Bikes, Reservation, Standstill and Return of Bikes.
- 37. WRM Terminal / Terminal** – device designated among others for: registering Clients in WRM system of rental and return of Bikes, carrying out payments by means of payment cards.

**38. Agreement** - Agreement between Client and Operator which establishes mutual rights and obligations specified in the hereby Terms of Service. It is agreed that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of registration of the Client within WRM subject to initial fee payment paid during the registration process of the Client and their acceptance of the Terms and Conditions. Personal Data Controller shall be Nextbike Polska S.A.

**39. Bike rental/ Rental** – unblocking of a Bike by means of Client Identifier or via another method as specified in clause VI.1 in order to commence a journey. Rental Process is specified in detail in clause VIII of the Terms of Service.

**40. Bike Return / Return** – return of a Bike to the appropriate Standard / Non-standard Station of WRM or outside of it through closing of the O-lock Blockade. The process of Bike Return is specified in clause XI of the Terms of Service. The use of Standstill function cannot be understood as Bike Return.

### **III. General rules of using the Wrocławski Rower Miejski System**

1. The condition for the use of WRM System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, payment of initial fee, and clicking on the activation link. The condition for the use of WRM is, furthermore, maintenance of a minimum top up level on the Client's account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).
2. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of WRM subject to the consent of their parents or legal guardians. Such parent or legal guardian bears responsibility on account of any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and to cover ongoing commitments specified in Appendix no. 1 and Appendix no. 2. It is required that consent of at least one of the parents or legal guardians for the use of Account by minor is submitted to the Operator:
  - a. in the form of scanned letter by electronic means to the email address [ck@wroclawskirower.pl](mailto:ck@wroclawskirower.pl),
  - b. via registered letter sent to the address of the Operator,
  - c. submitted in person at the headquarters of the Operator.
  - d. sent as an attachment to the submission via Mobile Application,

Consent should include:

- e. telephone number of the minor for which the account is registered
- f. first name and surname of the parent or legal guardian,
- g. consent for the use of WRM System by the minor,
- h. first name and surname of the minor,
- i. date of birth of the minor,
- j. handwritten signature of the parent or legal guardian,
- k. date and place of granting the consent.

The template of such consent is available on the website [www.wroclawskirower.pl](http://www.wroclawskirower.pl)

3. The Client may rent up to two bikes simultaneously.
4. The use of Rented Bike is allowed within the limits of the User Zone.
5. The use of bikes via WRM System may take place solely for non-commercial reasons, under the pain of calculating the additional fee in accordance with Annex No. 1.
6. Parties to the Agreement undertake to mutually inform each other of any changes to addresses or other data identifying them, indicated during registration in the system.

### **IV. Responsibility / Obligation**

1. The Operator realizes services related to the service of WRM System and bears responsibility for its proper functioning.



2. The Operator shall not bear responsibility for any direct or follow up damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully. The above provisions shall not affect, in the scope of agreement within the scope of agreement with Clients article 473 of the Civil Code.
3. The Client is obliged to abide by the provisions of the Terms of Service, in particular, in the scope of making the agreed payment of the fee and the use of the bikes in accordance with the Terms of Service.
4. The Client is responsible for the use of a Bike in accordance with its designation and with the provisions of the Terms of Service. In the event of non-compliance with the provisions contained within the Terms of Service, the Operator shall be entitled to block Client Account. Detailed conditions related to such blocking have been specified in Clause XIII of the hereby Terms of Service.
5. The User is obliged to protect the login data from being obtained by third parties and may be charged for the use of the service by persons who obtained his login details through his fault.
6. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of a bike in WRM System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
7. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the Bike and imposed on them out of their own fault. The Client bears responsibility for fines, tickets, and fees etc. which have been imposed on them and which result from Operator's fault.
8. It is not permitted to use WRM Bikes for mountain trips, jumps, stunt tricks. It is not allowed to race or use the Bike to drag or push anything. Carrying luggage is allowed only in the rack designated for this purpose. Hanging anything on the bike frame or on any other bike elements is not permitted.
9. The use of WRM System bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
10. The users are forbidden to transport the WRM Bikes via vehicles and other means of transport, owned by private persons, as well as by the means of public transport.
11. The use of any protection which is not a standard WRM System element in order to immobilize the Bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring Bikes to the state enabling realisation of further Rentals shall be borne by the Client, in accordance with Annex 1 to the Regulations.
12. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return, Non-authorized ride results in charging a fee in accordance with Annex 1.
13. In case of lack of return of a Bike due to any reason - including also in case of its loss or theft - the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each rented Bike.
14. The Client undertakes to return the Bike in the same state as it was in at the time of Rental. In particular, the Client is obliged to undertake actions targeted at preventing staining of the bike or occurrence of any damages outside of the standard use and theft of the rented Bike.





15. In the event of theft of the Bike that occurs during Rental, the Client is obliged to inform CC WRM immediately after noticing the incident.
16. In case of improper Return of the Bike out of the Client's fault, the Client bears costs of its further Rental and is responsible for any potential theft or damage. In the event of any difficulties with the return of the bike the Client is obliged to contact CC WRM.

#### **V. Fees.**

1. Fees within the WRM System are calculated according to the table of charges enclosed in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within Mobile Application as well as at CC WRM. Duration of Rental is considered as the basis for calculating the fees for the Bike use.
2. Payment for services and products offered within the WRM system may be conducted through:
  - a. the use of payment cards,
  - b. online payments available post logging in on the website to Client Account,
  - c. Form of payment transfer, realized at the post office or bank, generated by the payment operator. The form is available upon logging in on the website in the Client Account.
  - d. through authorizing WRM Operator to charge Client's credit or debit card with all calculated fees, including also the amounts due in relation to each delayed return, fees on account of damages, theft or loss of Bike/ Bikes.
3. Information concerning payment cards are processed by external service provider and are not stored nor disclosed to the Operator.
4. All payments are transferred to the account of the Operator.
5. At Client's request, the Operator will provide the Client with VAT invoice. For this purpose, The Client shall contact the Operator electronically to the email address of the Operator, for the purpose of indication of data necessary for the issuance of VAT invoice.
6. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his or her Account at least to reach the balance equal to 0 PLN within 3 working days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement, which results in the blocking of Account until the time of payment of receivables. The Operator is entitled to calculate statutory interest from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.
7. In case if the Client is in arrears with payments towards the Operator, the Operator reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law. The Client acknowledges that WRM Operator is entitled to transfer the overdue receivables he is owed with respect of the Client, stemming from the Agreement, onto third parties, which shall authorize these parties to pursue from the Clients these receivables. The Operator reserves the right to entrust debt collection from the Client to a debt-recovery firm.
8. Reimbursement of charges made towards rentals may be made upon termination of the Agreement. During the term of the agreement with the Operator of WRM system the payments towards Rentals (top up amount) are non-refundable.
9. The amount of Promotional Voucher which topped up Client Account is non-refundable. It is used before the funds paid by the Client. Details containing: high amounts, term of validity and cause of designation of the Promotional Voucher, are specified in the valid Rules of Promotion, available on the website.

## **VI. Registration.**

1. Prior registration of a Client is the necessary condition for the use of the Wrocławski Rower Miejski System.
2. Registration may be realized through:
  - a. Website,
  - b. Mobile Application,
  - c. Terminal,
  - d. WRM contact centre,
3. During the process of registration indication of the following personal data is required:
  - a. mobile phone number,
  - b. first name and surname,
  - c. contact address, that is city, street including flat/house number, postal code, country,
  - d. email address,
  - e. PESEL number,
  - f. optionally - payment card number in case of payment with credit card with the possibility of charging it,

One ought to indicate at least the information that a Client has read and accepted the Terms of Service of WRM and Privacy Policy of the Operator.

4. Post successful registration a Client will obtain an automatically generated PIN number which, along with a telephone number, serves the purpose of logging into Client Account. Data for logging in are sent via a text message at the telephone number indicated previously.

In order to facilitate the process of logging into the Account and Bike Rental, a Client has a possibility of synchronizing a RFID card with his or her Account. The method of connecting a card with an Account is described in the instruction available on the internet website, within the Mobile Application and in CC WRM.

5. A link will be sent to the email address indicated in the process of registration. Clicking on the link serves the purpose of verifying the correctness of such address and in one of the components which need to be fulfilled in order the Client Account to be activated.
6. Activation of Client Account will occur after fulfilling all the below conditions:
  - a. All the required upon registration data are indicated on Client Account;
  - b. Client has clicked on verification link;
  - c. Client has paid the initial fee.
7. Client accounts which contain incorrect personal data with 0 PLN account balance may be automatically deleted from the WRM database system.

## **VII. Reservation.**

1. The Operator allows the possibility of reserving, with advance not exceeding 12 hours, a non-standard Bike.
2. Reservation may be conducted through:
  - a. Telephone submission,
  - b. Mobile Application,
  - c. Website,
  - d. Terminal.
3. In case of a reserved non-standard Bike, the Operator provides the service of:

- a. delivering the Bike to the dedicated stations and its collection from a dedicated station,
- b. delivering the Bike to a dedicated station and its collection from a non-dedicated station,
- c. delivering the Bike to a non-dedicated station and its collection from a dedicated station,
- d. delivering the Bike to a non-dedicated station and its collection from a non-dedicated station.

Such service is subject to additional fees and its cost is specified within the Table of Additional Fees in Appendix no. 1. The list of dedicated stations has been placed in Appendix no. 3.

4. The Bike will await collection from the station until 15 minutes later than the time of collection of such Bike indicated in Reservation.
5. Lack of rental of the reserved non-standard Bike will cause calculation on Client Account of additional fee in accordance with Appendix no. 1.
6. Reservation may be cancelled no later than 60 minutes before the expiry of the declared collection time of a Bike.

## **VIII. Rental**

1. Bike rental is possible in case a Client has an active Account status. Active Account status is understood as:
  - a. Clicking on the activation link post registration,
  - b. having a minimum amount of 10 PLN on the pre-paid Account, or
  - c. Defining at the Terminal, in the Mobile Application or on the internet website as a payment method, credit card with charging possibility, from which these funds are automatically charged.
2. WRM Bike may be rented through:
  - a. Mobile Application,
  - b. Connecting RFID card assigned to the Account to a standard Bike or electric Bike reader,
  - c. Terminal, also with the use of RFID card identification,
  - d. Contact with WRM Bike.
3. Non-standard Bike rental is possible solely post prior Reservation. The process of Reservation is described in Clause VII of the Terms of Service.
4. Rental of a non-standard is possible at any WRM Station or outside of it.
5. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated and the brakes are in order as well as the lights operate,
6. In case of discovering during the bike rental any failure of the bike, the Client is obliged to immediately report the problem to WRM CC or via the Mobile Application and return the bike, if possible, to the closest WRM Station.
7. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform CC WRM of this fact no later than within 24 hours post the event.
8. It is recommended that the Client has a mobile phone with them through which connection may be made with CC WRM if necessary.
9. Rented Bike may be used in the User Zone. In the course of rental, the User may move beyond the User Zone, however, he or she is obliged to return to it prior to completing the rental and return it within the functional areas, otherwise the User will be charged with a fee in accordance with Appendix no. 1.



## **IX. Duration of Rental**

1. Duration of Bike Rental commences at the time of unblocking the Bike in accordance with Clause VIII.2 of the Terms of Service and opening the O-lock blockade. It ends at the time of Bike Return in accordance with Clause XI.5 of the Terms of Service that is closing of the O-lock blockade. The use of Standstill function is not understood as Bike Return and is calculated into the Rental Time.
2. Client is obliged to return a Bike having met the maximum Duration of Rental. Details of the possible Duration of Rental are specified in Appendix no. 4.
3. Exceeding the maximum Duration of a single Rental causes additional charging of fees in accordance with Appendix no. 4.
4. The Operator reserves the right to prior contact with the Client in case of any doubts concerning the state of a given bike (i.e. low battery level, non-standard location of a bike).

## **X. Standstill.**

1. The Operator, by means of the Standstill function, allows the possibility to park a Bike during the lasting Rental. The use of Standstill function is not equivalent to Bike Return.
2. The Function of Standstill is available solely and exclusively in the Mobile Application. Post its selection one must manually close the O-lock blockade.
3. The duration of Standstill is calculated into the Duration of Rental.

## **XI. Return**

1. Standard WRM Bike Return is possible in the User Zone (subject to point II. 34.) through one of the following methods:
  - a. Standard Return – standard Bike Return at a non-standard or standard WRM station post Rental from a Station,
  - b. Rewarded Return – standard Bike Return at the non-standard or standard WRM Station, post its Rental outside of the Station,
  - c. Paid Return – standard Bike Return outside of a non-standard Station or standard WRM Station, but in the User Zone.

Amounts of premiums and fees for the manner of Returning a Bike XI.1 b and c have been specified in Appendix no. 1.

2. Non-standard WRM Bike Return is possible solely by way of the following methods:
  - a. to one of the dedicated stations, indicated in Appendix no. 3
  - b. To any WRM Station.

The cost of delivery and collection of the previously reserved Bike, post completion of Rental, have been specified in Appendix no. 1.

3. It is not allowed to carry out non-standard Bike Return outside of the WRM Station under the pain of calculating an additional fee in accordance with Appendix no. 1.
4. It is not allowed to return a standard and non-standard Bike in hardly-accessible areas and in the Prohibited Zone under pain of calculating the additional fee in accordance with Annex No. 1. Hardly accessible places are understood as closed parking lots by the shopping centres, closed estates, private properties or bridges.
5. The Client returns the bike through buckling the O-lock blockade. Bikes ought to be immobilized in such a way so that the front wheel of a Bike remained in a straight line with its frame and allowing the Bike to stand stably on the ground. Bikes must be parked in line with the traffic regulations, so that they don't hinder the road or pedestrian traffic.

6. The Client is obliged to correctly return and secure the bike, as specified in Clauses XI.1 and XI.2. Failure to comply with this obligation may result in:

- a. calculation of fees for the use of Bike in accordance with the Price List, and in case of rental exceeding the maximum Duration of Rental, calculation of additional fee in accordance with Appendix no. 4 to the Terms of Service (depending on the type of Bike),
- b. calculation of contractual penalty for loss, theft or damage of a Bike in accordance with Appendix no. 1 to the Terms of Service (depending on the type of Bike).
- c. Calculation of fees for abandoning a non-standard Bike outside of the WRM Station in accordance with Appendix no. 1,
- d. Calculation of fees for Bike abandoning (regardless of the type) in a hardly accessible place, in accordance with Appendix no. 1 to the Terms of Service,
- e. Calculation of fees for Bike abandoning (regardless of the type) outside of the User Zone, in accordance with Appendix no. 1 of the Terms of Service.
- f. Calculating of fees for leaving the Bike (regardless of type) in the Prohibited Zone in accordance with Annex 1 to the Regulations.

Fees sum up.

## **XII. Failures and repairs**

1. Any failures ought to be reported by phone to CC WRM or via Mobile Application immediately upon being noticed. In case of each failure which prevents further ride, the Client is obliged to stop and report this via phone to CC WRM as well as, if possible, return the bike to the closest WRM Station.
2. Self-repairs, modifications or replacements of any parts within the rented Bike are forbidden. The only authorized entity to perform these actions is WRM Service.
3. We recommend that a Client has the possibility of contacting CC WRM at all times when renting a Bike.

## **XIII. Blockade of User Accounts**

1. The Operator reserves the right to temporarily block Client's account in WRM system in case of non-compliance with the conditions of Bike use at WRM, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
  - a. Has not fulfilled personal data specified in Clause VI in the Terms of Service,
  - b. uses a Bike not in line with its designation;
  - c. leaves the Bike unsecured.
3. Blockade of an account may also occur in case when post bike rental by a client the bike has been lost.
4. Permanent blockade of Client Account prevents any future setting up of subsequent account and is equivalent to the termination of agreement with a given Client through his fault.

## **XIV. Complaints**

1. Expression by the Client of dissatisfaction from the service or course of process related to the provision of service is deemed to be a complaint, and in consequence, a demand of improvement of services or reimbursement of part or entirety of the charged fees. Submissions which do not contain a claim directed at the Operator shall not be considered as complaints.
2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.
3. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
  - a. Via electronic means to the email address indicated in Clause I.3,

- b. via electronic means by filling out a contact form available on the website,
  - c. via Mobile Application,
  - d. via telephone,
  - e. via registered letter to the address of the Operator, specified in Clause I.3
  - f. in person at the headquarters of the Operator.
- 4. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint. Prior to considering complaints, the Operator may also turn to the Client with a request to supplement, at a designated time, data on the Account, indication of which is required by the provisions of the Terms of Service. In case of lack of data, the Operator will leave such submission unattended.
- 5. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
- 6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
- 7. The Operator shall process a complaint within 14 days from the date of obtaining it and in case of matters of more complicated nature - within 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
- 8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may send the response to an alternative address/ email address indicated for correspondence by the Client who submits a given complaint.
- 9. The Client has the right to appeal against the decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC WRM. The appeal ought to be submitted in one of the following manners:
  - a. via electronic means to the email address indicated in Clause I.3
  - b. via electronic means by filling out a contact form available on the website,
  - c. via registered letter to the address of the Operator, specified in Clause I.3
  - d. in person at the headquarters of the Operator.
- 10. The Client may:
  - a. direct an appeal against the decision of the Operator directly to CC WRM within 14 days from the date of receipt of the reply to the complaint.
  - b. launch civil action against the Operator in the adequate general court.

## **XV. Termination of Agreement.**

- 1. Withdrawal from Agreement.
  - a. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry, the Client posts a statement of withdrawal from Agreement to the Operator.
  - b. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.
    - i. sending to the postal address of the Operator, specified in Clause I.3 a written declaration of withdrawal from Agreement.

- ii. sending by registered letter to the Operator, specified in Clause I.3 a written declaration of withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Appendix no. 2 to the Act on Consumer Rights (Journal of Laws of 2019, item 134), however, this is not obligatory.
  - c. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by the Client in the initial transaction, unless within the declaration of withdrawal from the Agreement the Client agreed to another solution. Another solution ought to be indicated by the Client within the submitted declaration.
  - d. Should, pursuant to the demand by a User, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The return of the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement.
- 2. Termination of the Agreement upon application of the Client**
- a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
    - i. Via electronic means to the email address indicated in Clause I.3
    - ii. via electronic means by filling out a contact form available on the website,
    - iii. via registered letter to the address of the Operator, specified in Clause I.3
    - iv. in person at the headquarters of the Operator.
  - b. The termination of the Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within WRM System shall be the result of Agreement termination.
  - c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation in which the balance of the Client Account of the Client is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of receivable for services provided by the Operator.
  - d. If the funds on the Client Account exceed 0 PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within Termination of Agreement. Another solution ought to be indicated by the Client within the submitted declaration. Reimbursement of funds will occur within the term up to 14 days from the date of Agreement Termination. In case when the reimbursement of funds triggers the necessity to bear additional costs on the side of the Operator in the form of transfer charges, these costs will be deducted from the funds to the reimbursement of which a Client is entitled.
- 3.** The Operator may terminate the Agreement subject to the 7-day notice period (seven days) in the event of occurrence of a significant cause, such as in particular: liquidation of the WRM System or ceasing of operations or change of the scope of WRM System operations.
- 4.** Termination of Agreement for the provision of services via electronic means by the Operator shall occur through sending a statement of termination of Agreement for the provision of services via electronic means to the electronic post address of the User specified in Client Account or via submission of a declaration to the User in any other manner.
- 5.** Subject to clause 6 above, the consequence of termination of Agreement shall be the liquidation of Client Account by the Operator.



6. In case when during the term of the hereby Agreement the User has availed of bike rental in other cities on the basis of the principle of compatibility of Systems, in accordance with Clause I (4) of the Terms of Service and in the framework of registration to that subsequent service he or she did not set up a new account, Client Account shall not be liquidated. The service of Client Account shall continue to be provided according to the conditions specified in the Terms of Service indicated above for the subsequent service which, as per the rule of compatibility, the User used, including in particular the means on the Account will remain available to be used under this service.
7. If the User, after termination of Agreement, continues to use Client Account according to the rules specified in Clause 6 above, he or she shall be obliged to make payments stemming from the Terms of Service of a given service, excluding payment of the initial fee according to the conditions specified in the Terms of Service of a given service.
8. In case when Client Account is liquidated, provided that the means of Client Account exceed PLN 0 on the day of Agreement termination, these shall be returned to the bank account specified by the User. The termination of the Agreement takes effect immediately, within 30 days from the date of receipt of the termination by the Operator. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.

#### **XVI. Final Provisions**

1. The acceptance of the hereby Terms of Service and the rental of a Bike indicates: a declaration of the health state which ensures safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the Client Account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. The Operator is authorized to introduce changes to the Terms of Service effective in the future. The information regarding changes to the hereby Terms of Service will be sent to the email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service sent to CC WRM within 14 days from the day of its posting to the Client indicates acceptance of the introduced changes within Terms of Service or Privacy Policy by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service or Privacy Policy shall constitute termination of the Agreement by the Client.
4. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, and in particular, the provisions of the Civil Code and the Act on Road Traffic.
5. In case of any discrepancies between the Polish and the foreign language version of the Terms of Service, the Polish version of the document shall prevail.

#### **Appendix no. 1 PRICELIST AND TABLE OF ADDITIONAL FEES**

<b>Pricelist for Standard Bikes</b>		<b>Gross value</b>
Payment for bike rental (Amounts from individual periods sum up)	from 1 to 20 minutes	0 PLN
	from 21 to 60 minutes	2 PLN
	second hour and each subsequent hour	4 PLN per hour

Payment for exceeding the 12 hour limit of rental	300 PLN
Payment for theft, loss or damage	3690 PLN

Pricelist for the following types of Bikes: collapsible, tandem and cargo		
	Time range	Gross value
Payment for bike rental (Amounts from individual periods sum up)	from 1 to 4 hours	2.50 PLN per hour
	from 5 to 24 hours	no fees
	25 and each subsequent commenced hour	2.50 PLN per hour
Payment for exceeding the 72 hour limit of rental		500 PLN
Payment for theft, loss or damage of the given type of bike	Collapsible	2460 PLN
	Tandem	3690 PLN
	Cargo	9225 PLN
	Electric cargo	13530 PLN

Pricelist for Electric Bike		
	Time range	Gross value
Payment for bike rental (Amounts from individual periods sum up)	from 1 to 4 hours	5 PLN per hour
	from 5 to 24 hours	no fees
	25 and each subsequent commenced hour	5 PLN per hour
Payment for exceeding the 48 hour limit of rental		500 PLN
Payment for theft, loss or damage		17220 PLN

Pricelist for Children Bike		
	Time range	Gross value
Payment for bike rental (Amounts from individual periods sum up)	from 1 to 48 hours	no fees
Payment for exceeding the 48 hour limit of rental		350 PLN
Payment for theft, loss or damage		2460 PLN



Pricelist for Handbike type of Bike		
Payment for bike rental  (Amounts from individual periods sum up)	Time range	Gross value
	from 1 to 72 hours	no fees
Payment for exceeding the 72 hour limit of rental		500 PLN
Payment for theft, loss or damage		30750 PLN

### Additional fees

Initial fee	10 PLN
The bonus for returning a standard Bike to WRM Station (rewarded Return)	3 PLN
Abandoning a standard Bike outside of WRM Station (paid Return)	5 PLN
Leaving a Bike (regardless of type) in the Prohibited Zone	150 PLN
Delivery and collection of non-standard Bike in accordance with Clause VII. 3 a to one of the dedicated stations from Appendix. No. 3	10 PLN
Delivery and collection of non-standard Bike in accordance with Clause VII. 3.b and c of the Terms of Service	100 PLN
Delivery and collection of non-standard Bike in accordance with Clause vii.3.d of the Terms of Service	200 PLN
Lack of rental of the reserved non-standard Bike	50 PLN
Ride on a bike by a larger number of persons than one allowed by the Operator for a given type of Bike	100 PLN
Bike abandoning (regardless of the type) outside of the User Zone	
up to 10 km (from the closest Station)	50 PLN
up to 25 km (from the closest Station)	125 PLN
up to 50 km (from the closest Station)	250 PLN
up to 100 km (from the closest Station)	500 PLN
Above 100 km (from the closest Station)	1,000 PLN
Bike abandoning (regardless of the type) in a hardly accessible place	600 PLN
Non-standard Bike abandoning outside of WRM Station	350 PLN
Removal of applied protections	200 PLN
Non-authorized ride	100 PLN
Travelling with a bike with the use of other transport means (train, bus, car etc.)	50 PLN

### Appendix no. 2 Costs of repair and restoring of a bike at WRM System

NAME	Unit of measurement	PRICE*	VAT 23%	TOTAL
------	---------------------	--------	---------	-------

Battery	piece	2,310 PLN	531.30 PLN	2,841.30 PLN
O-lock blockade	piece	890 PLN	204.70 PLN	1,094.70 PLN
Front mudguard	piece	10.00 PLN	2.30 PLN	12.30 PLN
Back mudguard	piece	10.00 PLN	2.30 PLN	12.30 PLN
RFID reader	piece	780.00 PLN	179.40 PLN	959.40 PLN
Tube 26 x 1.75	piece	12.00 PLN	2.76 PLN	14.76 PLN
Bell	piece	5.00 PLN	1.15 PLN	6.15 PLN
Brake lever, right side	piece	15.00 PLN	3.45 PLN	18.45 PLN
Brake lever, left side	piece	15.00 PLN	3.45 PLN	18.45 PLN
Roller brake, front	piece	200.00 PLN	46.00 PLN	246.00 PLN
Roller brake, rear	piece	200.00 PLN	46.00 PLN	246.00 PLN
Battery powering cable	piece	27.00 PLN	6.21 PLN	33.21 PLN
GM2.5 cable	piece	15.00 PLN	3.45 PLN	18.45 PLN
EB Bus cable	piece	45.00 PLN	10.35 PLN	55.35 PLN
Speed sensor	piece	45.00 PLN	10.35 PLN	55.35 PLN
Handlebar lift	piece	40.00 PLN	9.20 PLN	49.20 PLN
Left crank	piece	28.00 PLN	6.44 PLN	34.44 PLN
Crank with pinion	piece	50.00 PLN	11.50 PLN	61.50 PLN
Connection block	piece	12.00 PLN	2.76 PLN	14.76 PLN
Basket	piece	168.00 PLN	38.64 PLN	206.64 PLN
Front light	piece	30.00 PLN	6.90 PLN	36.90 PLN
Back light	piece	25.00 PLN	5.75 PLN	30.75 PLN
Brake line (band)	piece	4.50 PLN	1.04 PLN	5.54 PLN
Line (band) of rear d�railleur	piece	4.90 PLN	1.13 PLN	6.03 PLN
Chain	piece	11.00 PLN	2.53 PLN	13.53 PLN
Basket fix	piece	38.00 PLN	8.74 PLN	46.74 PLN
Chain guard fix	piece	20.00 PLN	4.60 PLN	24.60 PLN
Tyre (26 x 1.75)	piece	31.24 PLN	7.19 PLN	38.43 PLN
Chain guard	piece	50.00 PLN	11.50 PLN	61.50 PLN
Brake line shell	meters	3.40 PLN	0.78 PLN	4.18 PLN
Rear d�railleur shell	meters	3.19 PLN	0.73 PLN	3.92 PLN
Solar panel	piece	200.00 PLN	46.00 PLN	246.00 PLN
Set of pedals	piece	15.24 PLN	3.51 PLN	18.75 PLN
Front hub (dynamic)	piece	300.00 PLN	69.00 PLN	369.00 PLN
Back hub	piece	300.00 PLN	69.00 PLN	369.00 PLN
Rear d�railleur pusher	piece	16.43 PLN	3.78 PLN	20.21 PLN
Front tyre with dynamo	piece	350.00 PLN	80.50 PLN	430.50 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	597.38 PLN	137.40 PLN	734.78 PLN
Left handle	piece	9.15 PLN	2.10 PLN	11.25 PLN
Right handle	piece	8.95 PLN	2.06 PLN	11.01 PLN
Engine	piece	2,149.50 PLN	494.39 PLN	2,643.89 PLN
Saddle	piece	25.00 PLN	5.75 PLN	30.75 PLN
Advertisement sides	piece	40.00 PLN	9.20 PLN	49.20 PLN

Headsets	piece	8.69 PLN	2.00 PLN	10.69 PLN
Footer/ support	piece	95.00 PLN	21.85 PLN	116.85 PLN
Support 115mm	piece	48.00 PLN	11.04 PLN	59.04 PLN
Front spoke strengthened	piece	0.50 PLN	0.12 PLN	0.62 PLN
Back spoke strengthened	piece	0.50 PLN	0.12 PLN	0.62 PLN
Seat pillar with engraver	piece	39.00 PLN	8.97 PLN	47.97 PLN
Roller brake screw	piece	40.00 PLN	9.20 PLN	49.20 PLN
Brake lever adjusting screw	piece	5.00 PLN	1.15 PLN	6.15 PLN
Back 3 speed wheel with brake	piece	350.00 PLN	80.50 PLN	430.50 PLN
Back 7 speed wheel with brake	piece	450.00 PLN	103.50 PLN	553.50 PLN
Fork	piece	250.00 PLN	57.50 PLN	307.50 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
Seat pillar clamp	piece	12.00 PLN	2.76 PLN	14.76 PLN

\* may be subject to changes

### Appendix no. 3 Location of non-standard WRM Stations

Location
Plac Dominikański (Galeria Dominikańska)
Lotnicza/Na Ostatnim Groszu
Powstańców Śląskich/Aleja Hallera
Rondo Reagana
Żmigrodzka/Broniewskiego

### Appendix no. 4 Duration of Rental

Type of bike	Standard Duration of Rental	Possibility of prolonging the Duration of Rental	Maximum Duration of Rental	Payment for exceeding the 12 hour limit of rental
Children	48 hours	None	48 hours	350 PLN
Electric	48 hours	None	48 hours	500 PLN
Handbike	48 hours	By 24 hours	72 hours	500 PLN
Collapsible	48 hours	By 24 hours	72 hours	500 PLN
Standard	12 hours	None	12 hours	300 PLN
Tandem	48 hours	By 24 hours	72 hours	500 PLN
Cargo	48 hours	By 24 hours	72 hours	500 PLN

### Appendix 5 Regulations for the promotion

#### The regulations of the "From July to November with e-bikes"

promotion apply from 14 July 2021 to 30 November 2021.

#### I. General provisions

1. The regulations of the "From July to November with e-bikes" promotion (hereinafter referred to as the "Promotion") define the terms of use of E-Bikes according to the principles corresponding to the use of



standard bicycles within the Wrocław municipal bicycle system, subject to changes resulting from these Promotion Regulations.

2. The organiser of the **"From July to November with e-bikes"** promotion is Nextbike Polska S.A. in restructuring with its registered office in Warsaw, ul. Przasnyska 6b, 01-753 Warsaw, registered in the Register of Entrepreneurs of the District Court for the Capital City of Warsaw in Warsaw, XIV. Commercial Division of the National Court Register under number KRS 0000646950, NIP: 8951981007, REGON: 021336152, with a fully paid-up share capital in the amount of PLN 171,100.00, hereinafter referred to as the **"Organiser"** or **"Nextbike"**.
3. The Organiser offers the service of municipal bicycle rental within the Wrocław Municipal Bicycle System, hereinafter referred to as the **"Service"**. The principles and terms of use of the Service are defined in the General Terms and Conditions of the Wrocławski Rower Miejski System **"WRM Terms and Conditions"** available on the website <https://wroclawskirower.pl/terms/>
4. For the purposes of interpreting these provisions of the Promotion, "E-Bike" means an electric bicycle included in the Promotion, individually marked with a yellow frame colour, equipped with an electric assist drive that assists the pedalling motion of the user and whose power gradually decreases and drops to zero when the speed exceeds 25 km/h. The E-Bike is intended exclusively for use by a natural person with full legal capacity or minors over the age of 13 with the consent of their legal representative, the E-Bike may be used by persons with a body height over 150 cm and a weight not exceeding 115 kg.
5. All terms capitalised in these Rules of the Action but not defined herein shall have the meaning given to them in the WRM Terms and Conditions unless otherwise stated in these Rules.

## II. Terms and conditions of the promotion

1. The purpose of the promotion is to encourage the use of the service.
2. The promotion is only valid from 14 July to 30 November 2021 inclusive.
3. The Promotion may be claimed by any User who has a Customer Account and complies with the other terms of use of the Services set out in the WRM Terms and Conditions. In addition, upon acceptance of the WRM Terms and Conditions, the Promotion may also be claimed by users of other compatible systems where the operator is a company belonging to the Nextbike capital group as defined in art. 4 pt. 14 of the Act of 16 February 2007 on Competition and Consumer Protection (Journal of Laws 2021.275, as amended).
4. The Promotion consists of the Organiser offering Users the option of extended use of the Service during the period specified in point II.2 of the Promotion Usage Rules by providing E-Bikes within the WRM System on the terms and conditions set out in the WRM Standard Bicycle Terms and Conditions, subject to point II.7 of the Promotion Rules.
5. At the same time, the operator leaves the possibility to rent the electric bike by reservation according to the terms and conditions.
6. Lending an E-Bike at a standard WRM station within the period specified in point II.2 of the promotion rules is equivalent to participating in the promotion.
7. The use of the E-Bikes is payable from the time of the loan, the usage fees are calculated according to the rates listed in Annex No. 1 to the Terms and Conditions of Action (price list) and are charged against the User's credit balance on his/her customer account. The Terms and Conditions of Action together with Appendix No. 1 are available on the Website, in the mobile application and upon request by the User after contacting the WRM Contact Centre. The basis for calculating the fee for the use of the E-Bike is the rental time.
8. The user can use the promotion an unlimited number of times during the period specified in point II.2 of the promotion conditions.



9. The Promotion does not affect other promotions and fees (e.g. additional fees) that may be charged to the User by the Promoter in accordance with the provisions of the WRM Terms and Conditions and the price lists applied by the Promoter.
10. After the end of the action, the organiser withdraws the possibility of renting electric bikes at standard WRM stations within the Wrocławski Rower Miejski system.

### III. Final provisions

1. To the extent not regulated in these Terms of Promotion, including the provisions governing the processing of Users' personal data, the provisions of the WRM Terms and Conditions shall apply. The content of the WRM Terms and Conditions is available at <https://wroclawskirower.pl/terms/>.
2. The Terms and Conditions are available on the website free of charge so that their content can be noted, accessed, reproduced and recorded. They are also available at the registered office of Nextbike Polska S.A. in Restructuring.

#### Appendix No. 1 to the regulations of the "From July to November with e-bikes" promotion (price list)

Price list for E-Bike	
Fee for each minute or part thereof	0,29 PLN valid from 14. to 31. July 2021
	0,49 PLN Valid from 1. August to 30. November 2021
Fee for exceeding 12 hours of lending	300 PLN
Fee for theft, loss or destruction of an electric bicycle	17220 PLN

The fees listed in the table are inclusive of VAT