

## **SUMMARY**

### **ROUTINE MAINTENANCE**

You are responsible for maintaining the Goods in good working order; however, we offer the following complimentary services by appointment at our designated UK location: tube replacement due to puncture, tyre replacement for worn-down tread or flat spots along the tyre's centre, and disc brake bleeding. You may have the Goods repaired by a qualified mechanic, but if you request Us to handle other repairs, you must deliver the Goods to a UK address We specify, at your own expense. We aim to complete repairs within 7 working days or provide replacement Goods. We are not liable for any loss of income or additional costs caused by the Goods being non-functional. Repair costs or damages will be charged as outlined in clause 8.

### **MISSING PAYMENT**

Missing payments can have serious consequences and may impact your ability to obtain credit. A £15.00 administrative fee will be charged for each missed payment, and access to the Goods will remain suspended until the payment (weekly rental and administrative fee) is cleared. You remain liable for the agreed Fees throughout the entire Contract Period, regardless of any loss of income, account suspension, or injury. Furthermore, any failure to meet payment obligations will render the Enhanced Theft Protection, if applicable, null and void. For further details, please refer to clause 10.

### **STORAGE WHEN NOT IN USE**

You must store the Goods inside the Building of Home Address (with battery connected) classified as: (a) house, (b) a flat; or, (c) a room where all external doors and windows are locked where public access could not be achieved and out of sight from the public. The Goods must be protected from the elements while not in use. You must notify Us immediately if You change Your Home Address.

### **THEFT PREVENTION / OUTDOOR USAGE**

You must secure the hired Goods using the provided D-Lock through the frame attached to an Immoveable Object and prevent movement by using the provided Horseshoe Lock with the battery removed. You must not leave the Goods Unattended for more than 4 hours at any time where Public Access could be achieved.

### **POST-THEFT PROCEDURES**

You must immediately notify Us by calling 020 8087 0287 upon notice the Goods are missing and make a Police Report by calling 999. If you fail to obtain a Police Crime Reference Number, You will be responsible for the entire cost of replacing the Goods. You must cooperate with Our Theft Investigation Procedures and provide photographic or videographic with metadata as evidence of securing the Goods though its frame to an Immoveable Object. Please refer to clause 8.

### **ACT OF THEFT**

If You are more than one (1) payment in arrears for Weekly Rental Fees or You fail to respond to our attempts to communicate via (a) Text Messaging (b) WhatsApp (c) E-mail within the specified timeframe, it is considered as theft of Our Goods. The act of depriving a person or company of Goods they own is an Act of Theft. Theft Act 1968 gives a basic definition of theft: "A person is guilty of theft if he dishonestly appropriates property belonging to another with the intention of permanently depriving the other of it; and 'thief' and 'steal' shall be construed accordingly." We shall report this Crime to appropriate authorities. Please refer to clause 11.3.

## **TERMS AND CONDITIONS**

### **1. Contract**

- 1.1. This Contract is made between You (the person named as the Hirer on front sheet of this Contract) and Us. It is made up of the front sheet, summary, these terms and conditions and the Schedule to it.
- 1.2. It is made and comes into effect on the date that You sign it.

### **2. Definitions**

- 2.1. In this Contract, the following words and phrases mean:
  - i. "Building" means Building means (a) a brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof (b) a self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi-layered roof (c) a self-contained, lockable, private room in halls of residence;
  - ii. "Communal" means an area of shared use;
  - iii. "Forcible" and/or "violent entry" means (a) entry evidenced by visible damage to the fabric of the building at the point of entry; (b) damage caused to an immovable object or approved lock.
  - iv. "Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Contract.
  - v. "Frame" or "bicycle frame" is considered to mean two triangles; a main triangle and a paired rear triangle, which together constitute the bicycle frame for the purpose of this Contract.
  - vi. "Goods" means the goods described under on front sheet of this Contract (and in the Schedule attached) and all accessories and components of them and all renewals and additions made to them and (whether made by Us, the insurer of them or by You) all replacements for them, which You are legally responsible, normally kept at the Home Address described in front sheet;
  - vii. "Hire Period" and/or "contract period" means the period described on front sheet of this Contract;

- viii. "Home Address" means Your address shown on front sheet of this Contract or such other address that You from time to time notify Us in writing;
- ix. "Immovable object" means (a) any solid object fixed in, or on to, concrete or stone, which is not capable of being undone, removed with, or lifted under/over (a minimum of 3 metres high) the bicycle, (b) a correctly fixed motor vehicle roof rack or correctly fitted vehicle bicycle rack, (c) at train stations, a bicycle rack supplied by the train station expressly for the purpose of securing bikes, and within the jurisdiction of the transport police;
- x. "Indemnify" means to fully compensate so as to ensure We are unharmed;
- xi. "Out of sight" means whilst left unattended in a Building the Goods is not externally visible/cannot be seen by the public;
- xii. "Public access" means an area (regardless of it being private property) to which the public can gain entry without force;
- xiii. "Rentals", "Weekly Fees" and "Weekly Rental Fees" refer to the amounts referred to as the Hire Payment on front sheet of this Contract;
- xiv. "Schedule" means the schedule (if any) attached to this Contract, in the event that front sheet of this Contract refers to a Schedule being attached to this Contract;
- xv. "Unattended" means whilst the Goods is not being held or used by You.
- xvi. "We/Us/Our" means the person named as the Owner on front sheet or clause 1.1 of this Contract;
- xvii. "Working Day", "Business Day" means any day other than a Saturday, Sunday or bank or public holiday in England;
- xviii. "You/Yourself/Your" means the person named as the Hirer on front sheet of this Contract;

### 3. *Hire of Goods*

- 3.1. You must complete the (a) first payment of Weekly Fees according to the selected plan and any add-ons accessories and services and (b) Deposit before you take possession of the Goods.
- 3.2. We will hire the Goods to You and You will take them on hire from Us for the Hire Period subject to the terms of this Contract.
- 3.3. Should you wish to extend or terminate the hire period, please refer to clause 12 for details on the process.

### 4. *Fees*

- 4.1. All prices listed in this Contract are in Pounds Sterling (£).
- 4.2. All prices are subject to relevant VAT rate set by UK Government where applicable.
- 4.3. You agree to pay Us the following:
  - 4.3.1. Weekly Rentals for the Goods as set in this Contract;
  - 4.3.2. Any add-ons Accessories and Services including Enhanced Theft Protection, Second Battery in this Contract;
  - 4.3.3. Deposit;
  - 4.3.4. Goods delivery fee;
  - 4.3.5. Any fees and/ or administrative fees incurred in accordance with this Contract;
- 4.4. The Deposit mentioned in front sheet is payable by You on taking possession of the Goods and will be retained by Us. In the event of loss or damage to the Goods for which You are liable, We shall apply the Deposit (or part thereof) to the cost of necessary repairs or replacement. In the event of outstanding weekly rental or repair fees or missing Goods, We shall apply the Deposit (or part thereof) to the satisfaction of same. In the event of Contract termination occurs before the agreed Hire Period ends, You will incur an Early Termination Charge of £100.00. In the absence of damage, loss or outstanding fees, the Deposit will be refunded to you in full within the next 5 Working Days when You return all the hired Goods to our designated location in the UK and You provide Us with Your bank details, or We may refund with the original payment method.
- 4.5. Notwithstanding the foregoing, We are not obliged to hold the Deposit on trust for you, and you agree that We are free to treat the Deposit as its own monies, without prejudice to your Deposit refund right (where applicable) described above.
- 4.6. You authorise Us to charge your nominated debit or credit card for any outstanding Weekly Fees or other overdue amounts due under this Contract, even after the Contract has ended or the Goods have been returned. These obligations will remain enforceable beyond the termination of this Contract, allowing Us to recover any unpaid fees until all outstanding amounts are fully settled and Your account is closed.
- 4.7. You must pay all sums that you owe to Us under this Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

### 5. *How You must use and keep the Goods of this Contract until they are returned to (or collected by) Us in accordance with clause 14 below,*

- 5.1. To keep the Goods in good repair and condition and in working order at Your own expense;
- 5.2. To meet the Rentals required by this Contract for the entire hire period, and You are aware of no circumstances that would jeopardise your ability to make these payments during the hire of the Goods;
- 5.3. To repay Us promptly upon demand for all reasonable costs and expenses, which may include legal and administrative expenses, incurred by Us in the collection of overdue payments or the pursuit or enforcement of Our rights under this Contract;
- 5.4. To only use the charger and battery supplied;
- 5.5. To store the goods inside the Building of your Home Address classified as: (a) house, (b) a flat; or, (c) a room when it is not in use, where all external doors and windows are locked where public access could not be achieved and out of sight from the public and protected from the elements;

- 5.6. To secure the Goods through its frame to an immovable object using the provided lock and lock the tyre with the provided locks at all times where Public Access could be achieved, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time;
  - 5.7. To replace the Battery in the access key fob with CR2032 cell.
  - 5.8. To keep and ensure that the Goods are kept safe and ensure that they are without risk to health when used;
  - 5.9. To store the packaging box and all the protection materials for end-of-Contract return;
  - 5.10. To keep the Goods properly and regularly serviced and maintained in accordance with the manufacturer's recommendations and by suitably qualified persons and provide receipts to Us;
  - 5.11. To arrange the Goods to be serviced by Us or qualified mechanics when We notify you that are due for service;
  - 5.12. To ensure that You are proficient in riding and using the Goods safely at all times;
  - 5.13. To ensure that the Goods comply with all laws from time to time. Any changes that may need to be made to the Goods to comply with any laws must be carried out at Your expense;
  - 5.14. To keep the Goods under Your control in the United Kingdom at all times;
  - 5.15. To allow Us and Our representatives (and to ensure that We and they are allowed) full and safe access to the Goods upon reasonable notice to You and at reasonable times to inspect and test the Goods. We will not be under any obligation to inspect and test the Goods and even if We do We will not be responsible for any defects in the Goods which that inspection or testing does or ought to have revealed;
  - 5.16. To pay all licence fees and other duties and fees, fines, taxes and outgoings in connection with the Goods or their use;
  - 5.17. To use and ensure that the Goods are used in accordance with the manufacturer's recommendations and safely; not used illegally (or in a way that may be illegal) or for a purpose for which they were not designed or not suitable;
  - 5.18. To obtain all permits and licences necessary for the operation and use of the Goods at Your own expense;
  - 5.19. To comply with applicable transport laws.
6. *What You must not do with the Goods*
- 6.1. Not to allow third party other than Yourself to use the Goods;
  - 6.2. Not sell or otherwise relinquish possession of the Goods except for maintenance or repair purposes unless We are duly notified as required by law;
  - 6.3. Not to take the Goods out of 30 miles radius from You Home Address;
  - 6.4. Not to alter or modify the Goods or remove any part from them;
  - 6.5. Not to abandon or part with possession of the Goods or allow this to happen;
  - 6.6. Not to the carriage of any person in addition to you;
  - 6.7. Not to use the Goods to tow of another person, vehicle or other object;
  - 6.8. Not to operate the Goods in any negligent manner;
  - 6.9. Not to operate, use or involve in any way of the Goods in violation of any law or for an illegal purpose;
  - 6.10. Not to involve in any race or competition;
  - 6.11. Not to hold Yourself out as the owner of the Goods, sell, transfer or otherwise dispose of the Goods or this Contract or attempt to do any of these acts;
  - 6.12. Not to create or allow any third-party interests to exist in the Goods (except for any rights or interests that We or the owner of the Goods may have) or lend, lease or hire the Goods out or attempt to do any of these acts;
  - 6.13. Not to allow anyone to take or threaten to take the Goods in or towards the settlement of any debt;
  - 6.14. Not to use or allow anyone to use the Goods in any way that may itself be or may involve any activity that may be unlawful, offensive, harmful, breaks or may break any other person's rights or damage anyone else's property of any kind. If We think that You or anyone else is using the Goods in this way, then without affecting any other rights We may have, We may take whatever steps We reasonably consider necessary to prevent this and to help protect any other person's rights and/or property.
7. *Our responsibilities if things go wrong and Your responsibility to compensate Us*
- 7.1. You must Indemnify Us in respect of any claims made against Us and all losses, damages, costs and expenses (including, but not limited to, legal expenses) or other liabilities that are suffered or incurred by Us directly or indirectly as a result of any third party claim that arises out of or in connection with the possession, use, state or condition of the Goods being in any way in breach by You of this Contract. You must do this when We ask You to. These obligations will survive this Contract ending. This means that they will continue even after this Contract is ended.
8. *Damage, theft or loss of the Goods*
- 8.1. The responsibility and risk associated with the Goods transfer and remain with you from the start of Hire Period until You return the Goods to Us. You are accountable for any loss, theft, or damage to the Goods until you return it to us in accordance with these terms.
  - 8.2. Reporting theft or loss of the Goods
    - 8.2.1. You must notify Us immediately by calling 020 8087 0287 in the following circumstances (a) Any loss or damage to the Goods, (b) any loss or damage resulting from You using the Goods, (c) If the Goods are stolen or you suspect the Goods have been stolen;
    - 8.2.2. You must obtain surrounding photographic and videographic of the Immovable Object as evidence following notifying Us;

- 8.2.3. You must report to the police by calling 999 and provide the crime reference number showing time and date to Us within 12 hours after the Goods has been stolen.
- 8.2.4. You must complete our theft form within 12 hours after the Goods has been stolen.
- 8.2.5. You must provide accurate statements and cooperate with all reasonable requests for all relevant information and/or documentation from us, such as photos and videos of the Immoveable Object where the Goods was secured using the D-Lock provided, the damaged lock, CCTV footage of the incident, local witness statement, Police Crime Reference Number showing the Date and Time and the surrounding area;
- 8.2.6. You must return all the accessories (battery, charger, lock, keys, access key fob etc) which have not been stolen and are in your possession to return the Goods to Us at Your own expense to such address in the United Kingdom as We reasonably specify as soon as reasonably practicable after the Goods has been stolen;
- 8.2.7. You are responsible for completing all remaining rental payments for the minimum term of your Contract, as well as any default payments owed. Default payments will be calculated based on the severity of any damage to the Goods and the associated repair costs. In cases of loss, theft, or irreparable damage, the Deposit will not be returned, and a default payment will apply as follows:

<b>Default Payment for Theft and Loss</b>		
<b>In the event of</b>	<b>Basic coverage</b>	<b><u>With Enhanced Theft Protection</u> (£5.00/week)</b>
Theft but the Goods are <u>recovered</u> by You with our assistance (GPS Tracking / Remote Guidance) and You have <u>secured</u> the hired Goods with the provided D-Lock through its frame to an Immoveable Object and prevent the movement of the Goods by using the provided Horseshoe Lock	£50.00	£0.00
Theft but the Goods are <u>recovered</u> by You with our assistance (GPS Tracking / Remote Guidance) and You have <u>failed to secure</u> the hired Goods with the provided D-Lock through its frame to an Immoveable Object and prevent the movement of the Goods by using the provided Horseshoe Lock	£100.00	£50.00
Theft but the Goods are <u>recovered</u> by Us or any independent company or individual appointed by Us first	£150.00	£100.00
<p>Theft, Robbery and <u>permanent loss (unrecoverable)</u> of the Goods without battery, under the following circumstances:</p> <p>i. In a building classified as: (a) house, (b) a flat; or, (c) a room; where all external doors and windows are locked and theft is occasioned by a forcible and/ or violent entry.</p> <p>You notify Us immediately by calling <b>020 8087 0287</b> or <b>+44 7747 449639</b> (WhatsApp) and You provide photographic and videographic of forcible and/or violent entry as evidence. You are not in arrears with payment of Weekly Rental Fees and/or Enhanced Theft Protection.</p> <p>ii. Left unattended for less than 4 hours and has been secured through its frame to an immoveable object using the provided D-lock.</p> <p>You notify Us immediately by calling 020 8087 0287 or +44 7747 449639 (WhatsApp) and You are not in arrears with payment of Weekly Rental. You provide photographic or videographic evidence with metadata of securing the hired Goods with the provided D-lock through its frame to an Immoveable Object. Alternatively, evidence of a cut lock, CCTV footage capturing the incident, a statement from a local witness confirming the cutting of the provided lock, or a police report validating the occurrence of the lock being cut must be provided.</p>	£800.00	£300.00
<p>Theft and <u>permanent loss of Goods (unrecoverable)</u> without battery, under the following circumstances:</p> <p>i. Incorrect lock measure; or</p> <p>ii. Leaving the Goods in a location where Public Access could be achieved; or</p> <p>iii. Leaving goods unattended for more than 4 hours at any time; or</p> <p>iv: Failure to secure the Goods through its frame to an immoveable object using the provided lock; or</p> <p>v. Theft from a communal space, such as (d) a communal hallway; (e) communal outbuilding; or, (f) purpose-built bike container, and it is not secured through its frame to an immoveable object with provided lock and out of sight from the public; or</p> <p>vi. Theft or damage by a person, or persons, to whom the goods are entrusted;</p>	£800.00	£800.00

vii. Inability to provide photographic or videographic evidence of forcible or violent entry; or viii. Inability to provide photographic or videographic evidence with metadata of securing the hired goods with the provided lock through their frame to an immovable object; or ix. Failure to provide evidence of a cut lock, CCTV footage of the incident, a statement from a local witness confirming the cutting of the provided lock, or a police report validating the lock being cut; or x. Failure to notify us immediately upon suspicion of goods being stolen and failure to file a police report within 12 hours of the incident; or xi. You are in arrears with payment of Weekly Rental Fees and/or Enhanced Theft Protection.		
Theft and permanent loss of battery is stolen or damaged	£200.00 per battery	£200.00 per battery

### Charge Sheet:

<b>Damages upon return of Goods at the end of Contract or Repair carried out by Us at Our designated location in the UK</b>		
<b>In the event of</b>	<b>Fees/ Payment</b>	
i. Tube replacement due to Puncture (1 repair every rolling 30 days) at our designated location in the UK with appointment	£0.00 per component	
ii. Tyre replacement due to (i) Worn down thread (ii) Flat spot along the centre of the tyre at our designated location in the UK with appointment		
iii. Disc brake bleed at our workshop with appointment		
iv. Missing bolt of nuts or fastening products		
v. Missing end cap or tyre cap		
vi. Missing or damaged bell		
i. Brake pad replacement (We recommend every 300miles or less than 0.9mm of braking material)	£5.00 per component	
ii. Dirty condition or cleaning fee		
iii. Missing or damaged reflector		
i. Labour fee (Minimum charge 30 minutes)	£12.00 per hour	
i. Tyre replacement due to damage	£20.00 per component	
ii. Missing or broken spoke (per spoke)		
iii. Missing or broken mudguards (per mudguard)		
iv. Missing or damaged saddle		
v. Missing or damaged pedals (per pair)		
vi. Missing or damaged brake cable (per cable)		
vii. Missing or damaged kickstand		
viii. Missing or damaged key		
i. Missing or damaged brake lever (per lever)	£30.00 per component	
ii. Missing or damaged brake calliper (per calliper)		
iii. Missing or damaged to the access key fob		
iv. Missing or damaged lights		
v. Missing or damaged provided D-Lock		
i. Missing or damaged product package	£40.00 per component	
ii. Damage to the gearing system		
iii. Missing or damaged charger		
i. Missing or damaged cranks (per crank)	£50.00 per component	
ii. Missing or damaged rack		
iii. Missing or damaged display		
i. Excessive scratch (beyond wear and tear)	£100.00 per component	
ii. Missing or damaged electric cabling		
iii. Damaged suspension system		
iv. Damaged to drive system		
v. Buckled wheels		
vi. Missing or damaged GPS tracker		
i. Missing or damaged or tempered Horseshoe Lock	£250.00 per component	
i. Missing or damaged Battery Pack for Bicycle	£200.00 per component	
i. Damage to the extent where the Goods cannot be used by another rider	£800.00 per component	
ii. Damage due to outdoor storage		

### 8.3. Reporting damages and repair:

- 8.3.1. In the event of a manufacturer's fault arising with the Goods, you must report the issue to Us immediately within the first initial 100 miles of usage upon this Contract is signed
- 8.3.2. You must bring the faulty Goods to Us at Your own expense to such address in the United Kingdom as We reasonably specify to repairs. We shall make every effort to repair the issue within 7 working days or provide a replacement Goods.
- 8.3.3. We are not liable for any loss of income or additional costs you may incur due to the non-functionality of the Goods or its components and accessories.

### 8.4. You hereby acknowledge that you are liable for:

- 8.4.1. The loss of, and all damage to, the Goods (including any of its parts) above fair wear and tear during the Hire Period of this Contract. This responsibility extends to the theft of the Goods or any of its parts. For the purposes of this Contract, fair wear and tear is to be determined by Us;
- 8.4.2. Any costs incurred as a result of the Goods breaking down or being rendered inoperable due to Your negligence or misuse of the vehicle; and
- 8.4.3. Any damage to any person or the property of any person:

## 9. *Location Sharing*

- 9.1. We employ a GPS tracking system in the Goods on hire to enhance Goods security and monitor the location and usage of Goods.
- 9.2. We collect the following data:
  - 9.2.1. Goods location data;
  - 9.2.2. Date and time stamps of Goods usage;
  - 9.2.3. Goods identifiers;
  - 9.2.4. Speed and direction of Goods travel;
  - 9.2.5. Other relevant tracking data for operational purposes;
- 9.3. We take reasonable steps to ensure the security and confidentiality of the tracking data. Access to tracking data shall be restricted to authorised personnel only. Tracking data shall be retained for no longer than necessary for the purposes. Upon the occurrence of a breach of terms by You after sending a default notice, You irrevocably grant to Us or our related entities, including its employees, contractors and agents, the right to take possession of the Goods, without demand or notice, wherever the Goods may be located, without any court order or other process of law, if permitted by applicable law, and you hereby waive any and all damages occasioned by Us or our related entities, including our employees, contractors and agents taking possession of the Goods including any claim for trespass.

## 10. *Late, Missed or Overdue Payments*

- 10.1. If any Fee is not paid for any reason (e.g., insufficient funds in the nominated account or a blocked payment), a Missed Payment Administrative Fee of £15.00 will be applied. This fee will be charged for each failed payment attempt that is returned by the relevant financial institution.
- 10.2. If You are more than one (1) payment in arrears for Weekly Rental Fees or fail to respond to Our attempts to contact You via (a) Text Messaging, (b) WhatsApp, or (c) Email within three (3) hours regarding the missed payment, access to the Goods will be suspended. To restore access, You must clear all outstanding payments, including the Weekly Rental Fees and the £15.00 Missed Payment Administrative Fee.
- 10.3. If the circumstances outlined in clauses 10.1 and 10.2 remain unresolved, We reserve the right to recover the Goods from You. A collection charge of no more than £300.00 will be applied at the applicable rate for this recovery.
- 10.4. Without prejudice to any other rights, We reserve the right to charge interest on overdue amounts at a rate of 8% per annum above the Bank of England base rate in force at the time. Interest will accrue daily on all unpaid sums from the due date for payment until full payment is received by Us (whether before or after judgment). This is without prejudice to Our right to claim late payment indemnity under the Late Payment of Commercial Debts (Interest) Act 1998, as amended and where applicable.
- 10.5. We may refer the matter to a debt collection agency or solicitor for recovery of outstanding fees and, if necessary, repossession of the Goods. In such cases, You will be liable for all associated costs, including but not limited to the debt collector's fees (including any commission), costs of recovering possession of the Goods, and solicitor's fees on a full indemnity basis.
- 10.6. Enhanced Theft Protection: If You have opted for Enhanced Theft Protection, any missed, late, or overdue payments as described in this clause will render the protection invalid.

## 11. *Our right to end this Contract*

### 11.1. We reserve the right to end this Contract if:

- i. You break any term of this Contract and You have not put it right after (a) We have given You notice requiring You to do so; or (b) if We require You to pay any sum to Us as compensation for breaking that term and You do not pay it to Us within the timescale required by Us; or
- ii. The Goods become lost, stolen, or damaged; or
- iii. You receive a bankruptcy petition or take steps towards it; or
- iv. You failed to pay Us, or you missed Your agreed weekly rental fee; or

- v. You failed to secure the Goods with the provided D-Lock through its frame to an Immoveable Object; or
- vi. You remove or disconnect the components in the Goods, particularly GPS; or
- vii. You stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so; or
- viii. You are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if We reasonably believes that to be the case; or
- ix. You become the subject of a company voluntary arrangement under the Insolvency Act 1986; or
- x. You become subject to a moratorium under Part A1 of the Insolvency Act 1986; or
- xi. You become subject to a restructuring plan under Part 26A of the Companies Act 2006; or
- xii. You become subject to a scheme of arrangement under Part 26 of the Companies Act 2006; or
- xiii. You have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income; or
- xiv. You have a resolution passed for its winding up or have a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against you; or
- xv. You are subject to any procedure for the taking control of the Goods that is not withdrawn or discharged within 7 days of that procedure being commenced.

You irrevocably grant to Us or our related entities, including our employees, contractors and agents, the right to take possession of the Goods, without demand or notice, wherever the Goods may be located, without any court order or other process of law, if permitted by applicable law, and you hereby waive any and all damages occasioned by Us or our related entities, including our employees, contractors and agents taking possession of the Goods including any claim for trespass.

11.2. If We end or terminate this Contract under clause 11.1 above then You must return the Goods to Us immediately at Your own expense to such address in the United Kingdom as We reasonably specify and You must pay Us all sums due from You to Us or You authorise Us to debit your nominated debit card or credit card under this Contract, enabling Us to recover any unpaid fees until all outstanding amounts are fully settled and Your account is closed, including but not limited to:

- i. All outstanding rentals and other amounts due under these terms;
- ii. All costs and expenses incurred in repossessing, repairing, storing, insuring, and selling the Goods, including expenses related to its delivery to a buyer and any sales commissions paid for its sale; or
- iii. Compensation and/or liquidated damages for the breach of these terms, amounting to the sum of all rentals that would have been due and payable under these terms from the termination date to the end of the hire term.

These obligations will survive this Contract ending. This means that they will continue even after this Contract is ended.

11.3. If We end or terminate this Contract under clause 11.1 above and You failed to return the Goods to Us at Your own expense to such address in the United Kingdom We reasonably specify within the specified timeframe, We reserve the right to notify the appropriate authorities, including but not limited to (a) Police; (b) Home Office; (c) Your Employers; (d) Delivery Platform; (e) Your Education Institution regarding Your actions, which is deemed as theft of Our Goods. The act of depriving a person or company of Goods they own is an Act of Theft.

You irrevocably grant to Us or our related entities, including our employees, contractors and agents, the right to take possession of the Goods, without demand or notice, wherever the Goods may be located, without any court order or other process of law, if permitted by applicable law, and you hereby waive any and all damages occasioned by Us or our related entities, including our employees, contractors and agents taking possession of the Goods including any claim for trespass.

You must pay Us all sums due from You to Us under this Contract and You authorise Us to debit your nominated debit card or credit, enabling Us to recover any unpaid fees until all outstanding amounts are fully settled and Your account is closed, including but not limited to:

- i. All outstanding rentals and other amounts due under these terms;
- ii. All costs of the Goods including but not limited to Charge Sheet on clause 8.2.7.
- iii. Compensation and/or liquidated damages for the breach of these terms, amounting to the sum of all rentals that would have been due and payable under these terms from the termination date to the end of the hire term.

These obligations will survive this Contract ending. This means that they will continue even after this Contract is ended.

## 12. *Contract termination upon reaching maturity*

12.1. This Contract will automatically terminate upon the expiration of the period specified in the initial sheet of this Contract. You are required to return the hired Goods in accordance with clause 14 below on or before the end of Hire Period in the same condition as it was upon taking possession, save that any reasonable and fair wear and tear is accepted.

12.2. Should you wish to extend this Contract and the designated hire plan, you must inform us in writing at [cs@cirgo.bike](mailto:cs@cirgo.bike) or call Us at 020 8087 0287.

12.3. If you fail to notify us of contract renewal and continue to use the Goods while making regular payments, and subsequently decide to return the Goods, the usage beyond the initial contract period will be charged on weekly basis according to the Weekly Fees that You are paying when signing this Contract.

### 13. *Early termination of this Contract*

13.1. If You opt to terminate Your Contract before the hire period, an Early Termination Charge (ETC) of £100.00 shall be imposed, and You have to pay for all damages according to Clause 8. You must pay Us all sums due from You to Us or You authorise Us to debit your nominated debit card or credit card under this Contract, enabling Us to recover any unpaid fees until all outstanding amounts are fully settled and Your account is closed. These obligations will survive this Contract ending. This means that they will continue even after this Contract is ended.

### 14. *Your obligations at the end of the Hire Period and Your obligations to return the Goods to Us.*

14.1. At the end of the Hire Period, You must immediately return the Goods to Us at Your own expense to such address in the United Kingdom as We reasonably specify. This may be to Our address, to the address of the owner of the Goods or if We decide to sell them, (where appropriate) to the buyer. In each case, You must ensure that they are packed properly and securely and sent with all freight and insurance paid. You must pay Us all sums due from You to Us or You authorise Us to debit your nominated debit card or credit card under this Contract.

14.2. If the Goods are not returned to Us in the condition required by clause 14.1 above (or recovered by Us in that condition) then You must pay Us Our reasonable costs and expenses for putting them in that condition but not limited to Charge Sheet on clause 8.2.7.

14.3. If You do not return the Goods to Us on time, We may collect them Ourselves, but if We do, You may be required to pay Us a collection charge of no more than £300.00 at the applicable rate for doing this.

14.4. You irrevocably grant to Us or our related entities, including our employees, contractors and agents, the right to take possession of the Goods, without demand or notice, wherever the Goods may be located, without any court order or other process of law, if permitted by applicable law, and you hereby waive any and all damages occasioned by Us or our related entities, including our employees, contractors and agents taking possession of the Goods including any claim for trespass.

14.5. If the Goods are returned but repairing work is needed, You may be charged an amount equal to the cost of repairs, limited to the value of the Goods.

14.6. The obligations in clause 14 will continue even after this Contract is ended.

### 15. *General*

15.1. You are not able to change or swap the Goods due to your personal preference for the entire Hire Period.

15.2. You fully and punctually keeping to the terms of this Contract is fundamental and essential to this Contract.

15.3. We will tell You if We are leasing the Goods from someone else to supply them to You under this Contract if You ask Us to.

15.4. You must pay Us any reasonable legal, administrative and other costs and expenses that We incur in enforcing Our rights under this Contract.

15.5. The Goods do not become Your property under this Contract.

15.6. We may assign or transfer Our rights or obligations under this Contract but You may not do this.

15.7. If you intend to use the Goods to make deliveries for a delivery company, you authorise us to share your details with the delivery companies you work for to confirm that you have an active account on their platform.

### 16. *Complaints*

16.1. If you are unhappy with any service provided by Us, please contact Us by email to [cs@cirgo.bike](mailto:cs@cirgo.bike). We will do our best to resolve your complaint as quickly and as fairly as possible.

### 17. *Changes to these terms*

17.1. We reserve the right to modify these Terms and Conditions at our sole discretion. Any modifications will be effective after We provide notice of the changes to you. Notice may be given through email, a prominent notice on our website, or any other means We deem appropriate.

### 18. *Companies House Charge Register*

18.1. You acknowledge that CIRGO may have, now or in the future, a Security Interest in the Goods. We reserve the right to perfect its interest, including by registering its interest in the Goods with Companies House, if We form the opinion that it is necessary to do so to protect its reasonable commercial interests. In that event, We may require you to reimburse them the costs of perfection on written notice.

### 19. *Notice*

19.1. When a notice must be provided in writing by Us to you or you to Us, it may be provided by letter, email, text messaging or WhatsApp in English.

19.2. We may send notices to you at your last known home or email address, telephone number or other contact details.

19.3. You must send notices by email to our customer service team at [cs@cirgo.bike](mailto:cs@cirgo.bike).

19.4. Unless specifically stated otherwise in this Contract, any notice given by Us to You will be deemed given and received if:

(a) delivered by hand to your last known home or work address, at the time of delivery;

(b) sent by first class post on a Working Day, the next Working Day or second Working Day after posting if not sent on a Working Day;

(c) sent by email or text message on a Working Day before 5:00pm, one hour after sending; and

(d) sent by email at any other time, 10:00 am on the next Working Day.



## 20. *Limitation of Liability*

- 20.1. Where Our products and/or services fall within the scope of the UK Consumer Law, Our liability will be limited to the extent permitted under UK Consumer Law only.
- 20.2. Where Our services fall outside the scope of the UK Consumer Law, we exclude all liability to you (including liability for negligence and consequential loss or damage, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the services, however arising.
- 20.3. We shall not be liable if delayed in or prevented from performing its obligations under this Contract due to Force Majeure, provided that it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

## 21. *Dispute Resolution*

- 21.1. If a dispute arises out of or in connection with this Contract or its performance, validity or enforceability (a "Dispute") then, except as specifically stated otherwise in this Agreement, the parties shall follow the procedure set out in this clause 21.
- 21.2. If either Party wishes to raise any complaint or dispute relating to the rights and obligations under this Contract, then they must notify the other party in writing as soon as possible. The notification should include details of the Dispute, the outcome the party desires, and any actions that they believe will settle the Dispute.
- 21.3. Once notification of a Dispute has been received, the Parties shall attempt to resolve the Dispute in good faith.
- 21.4. If the Parties are, for any reason, unable to resolve the Dispute within 20 Working Days of the receipt of the notice, then the Dispute shall be referred to a formal mediation process. The Parties must agree on the selection of a mediator or, where agreement cannot be reached, the mediator will be selected in accordance with the CEDR Model Mediation Procedure. The Parties will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance).
- 21.5. No Party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute (except where they seek urgent interlocutory relief) until it has attempted to settle the Dispute by mediation and either:
  - 21.5.1. the mediation has terminated; or
  - 21.5.2. the other Party has failed to participate in the mediation having had reasonable opportunity to do so.
- 21.6. Any court proceedings must be conducted in accordance with clause 23.
- 21.7. All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- 21.8. For avoidance of doubt, nothing in this clause 21 prohibits, prevents or delays Us from engaging the services of a debt collector or solicitor to recover overdue amounts.
- 21.9. This clause 21 survives termination of this Contract.

## 22. *Relation of Parties*

- 22.1. This is a contract for supply of Goods and Services and is not intended to create any other relationship between the parties.

## 23. *Governing Law and Jurisdiction*

- 23.1. This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims). If you are a consumer (non-business customer, nothing in this clause 23 shall negate your right to have your dispute heard in the part of the United Kingdom where you are usually resident.

## DATA PROTECTION

It is a condition of entry to this Contract that you permit Us and Our representatives to issue communications to you from time to time by post, telephone and e-mail with details of offers which may be of interest to You. You may opt out of such communications at any time details of how to do so will be set out in communications.