

CIRGO[®]

Monthly Electric
Bicycle Subscription
Plan Terms



1. ELIGIBILITY FOR HIRE

To subscribe to our hire service, you must be at least 18 years old and a resident of the United Kingdom.

2. HIRE PERIOD

Your subscription request is considered an offer to purchase the service from Us. Our acceptance of your request occurs when you successfully pay the onboarding fee and the first month's hire fee. We will communicate our acceptance to you via email confirmation. Please note that we retain the right to refuse any order at our discretion.

The hire period will begin on the Effective Date, which is the date when you agree on the Agreement and continue for a duration of one (1) month from that date.

If you wish to extend or terminate the hire period, please refer to section 11 for details on the process and any associated terms.

3. PRICE AND PAYMENT

The onboarding fee for the hire service is £99. The monthly hire fee for our services is £98. All prices listed in this document are in Pounds Sterling (£).

During the hire process, you will be asked to sign up for automatic payments using an authorised card. All payments required under these terms, including monthly hire payments and any default payments, will be deducted from your account using the authorised card. If a payment is declined for any reason, we reserve the right to request payment from you or retrieve the E-Bike provided to you. You may be charged for any costs we incur while seeking further payment or recovering the E-Bike, in addition to any outstanding monthly hire payments within the minimum term of your chosen hire service and any default payments. In the event of a declined payment, we will follow the procedures outlined in section 12. Please note that failure to commit to your financial obligations with us may result in default against you and may result in County Court Judgement (CCJ).

Once your subscription application is approved, the first payment (onboarding fee and first-month hire fee) will be taken on the same working day, which will also mark the start date of your hire period. Subsequent payments will be deducted from your account on the same date each month or the next working day.



We may periodically review and adjust our fees to reflect market conditions. Any changes to fees will be communicated to you in advance, as outlined in section 14.

4. DISPATCH AND DELIVERY OF THE E-BIKE

The E-Bike shall be dispatched once we have successfully received your payment. Our Customer Support Team will provide you with an estimated delivery date, and we will make every effort to deliver the E-Bike to the agreed-upon location by the specified date and time. In the event of any delays, we will promptly communicate the revised delivery schedule to you.

An additional delivery fee of £45 is only applicable for deliveries to addresses in Scotland, Wales, and Northern Ireland.

5. YOUR RESPONSIBILITIES

Financial Capacity

You should have the financial means to meet the payments required by the hire agreement for the entire hire period, and you are aware of no circumstances that would jeopardise your ability to make these payments during the hire term.

Cost and Repayment

You are obligated 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 hire agreement. You may not sell or otherwise relinquish possession of the E-Bike except for maintenance or repair purposes unless we are duly notified as required by law.

Modifications

You are prohibited from making any modifications or alterations to the E-Bike.

Secure Storage

You must securely store the E-Bike in indoors when it is not in use with the provided lock.



You must securely store the packaging box and all the protection materials for end-of-contract return. An additional charge of £45 is applicable for missing packaging boxes.

Usage

You are responsible for maintaining the E-Bike in good working order and condition in accordance with the User Manual, at your own expense.

Servicing

You are responsible for arranging for the E-Bike to be serviced by us or qualified mechanics when we notify you that it is due for service.

Competence and Safety

You must ensure that you are proficient in riding and using the E-Bike safely at all times.

Usage Outside the UK

You are not permitted to take or use the E-Bike outside of the United Kingdom.

6. OUR RESPONSIBILITIES

The E-Bike is delivered in a box that requires assembling. We advise having your E-Bike assembled by a reputable local shop or an experienced technician. Visit cirgo.bike/manuals for assembly guidelines.

In the event that your E-Bike experiences a malfunction at any time, and as long as you have met your responsibilities outlined in these terms, we shall make every effort to repair the issue within 7 working days or provide a replacement E-Bike.

7. DAMAGE, THEFT OR LOSS OF THE E-BIKE

Risk and Responsibility

Once the E-Bike has been delivered to you, the responsibility and risk associated with the E-Bike transfer to you. You are accountable for any loss, theft, or damage to the E-Bike until you return it to us in accordance with these terms. You also agree to indemnify us against any loss or damage to the E-Bike and any loss, damage, or injury resulting from the use of the E-Bike.



Reporting Loss, Damage, or Theft

You must promptly notify our Customer Support Team via email at cs@cirgo.bike in the following circumstances:

- i. Any loss or damage to the E-Bike.
- ii. Any loss or damage resulting from your use of the E-Bike.
- iii. If the E-Bike is stolen or if you suspect it has been stolen.

as soon as possible, and no later than 24 hours after the loss or damage occurs.

In the event of an accident or theft, 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 fixed object where the E-Bike was secured using the lock provided, the damaged lock and the surrounding area)

You must first report the theft to the police as soon as you notice. Obtain the police report and crime reference number and notify us immediately.

In any of these events, you remain responsible for making all remaining hire payments due under the minimum term of your hire and for any default payments due. Default payments shall be determined based on the severity of damage to the E-Bike and the cost of repairs. Loss, theft, or irreparable damage to the E-Bike shall result in a default payment as below:

Theft & Loss	
In the event of	Default Payment
Theft when properly locked with the lock provided	£300
Theft with incorrect lock measure	£1500
Additional fee if the battery is stolen	£300
Damage	
In the event of	Default Payment
i. Missing or broken spoke (per spoke)	£20 per component
ii. Missing or broken mudguards (per mudguard)	
iii. Damage to the gearing system	
iv. Missing or damaged saddle	
v. Broken brakes	

vi. Missing or damaged key vii. Missing or damaged pedals	
i. Missing or damaged charger ii. Missing or damaged cranks (per crank) iii. Missing or damaged kickstand	£50 per component
i. Excessive scratch (beyond wear and tear) ii. Missing or damaged rack iii. Missing or damaged display iv. Missing or damaged electric cabling v. Damaged suspension system vi. Missing or damaged provided lock vii. Damaged to Belt drive viii. Missing or damaged lights ix. Buckled wheels x. Missing or damaged GPS tracker	£100 per component
i. Damage to the extent where the E-Bike cannot be used by another rider ii. Damage due to outdoor storage	£1500

Guidance

- i. Always leave the E-Bike attended in a secured place or approved cycle locking stand. You must use the provided lock correctly to secure the E-Bike to a non-moving or non-removable object.
- ii. For an unattended E-Bike, you must store the E-Bike in a securely locked room or building, such as your house or a secure office.
- iii. Do not take the E-Bike outside of the United Kingdom.
- iv. Do not use the E-Bike for competitions, including massed start events, British Cycling-affiliated competitions, or events that award prizes or scores.
- v. Do not engage in stunts or use equipment designed for stunts.
- vi. Do not use the E-Bike for courier or food delivery purposes.
- vii. Promptly report any loss or damage to the E-Bike by contacting us at cs@cirgo.bike.



- viii. Cooperate in our investigation following an incident, including providing requested evidence of any loss or damage.
- ix. Only you can use the E-Bike.

8. COOLING-OFF PERIOD

If you decide to cancel your E-Bike hire for any reason, please inform us by contacting our Customer Support Team via email at cs@cirgo.bike. Any request to cancel must be made within 14 days from the agreement's effective date. If you decide not to continue with your commitment during this period after the E-Bike has been dispatched (within 24hours), you agree to cover the transportation costs for returning the E-Bike to our depot. The returned E-Bike must be in an unopened, new, and unused condition. If we observe any signs of usage or record odometer readings during the inspection, a corresponding deduction will be made from the refundable amount. The refund includes both the joining fee and the first month's hire fee. Refunds shall be processed through your original payment method. It may take up to 10 working days for the refunded amount to appear in your bank statement.

9. GPS TRACKING

We employ a GPS tracking system in the E-Bike hire to enhance E-Bike security and monitor the location and usage of E-Bike.

We collect the following data:

- i. E-Bike location data.
- ii. Date and time stamps of E-Bike usage.
- iii. E-Bike identifiers.
- iv. Speed and direction of E-Bike travel.
- v. Other relevant tracking data for operational purposes.

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, we may, with your consent access any premises where the E-Bike is located or believed to be according to the GPS tracking data.



10. EARLY TERMINATION

If you opt to terminate your hire agreement before the hire period, an Early Termination Charge (ETC) shall be applied. Early Termination Charge encompasses the total of all agreed hire periods for the remaining duration of the minimum period.

11. HIRE RENEWAL AND CANCELLATION

Hire Renewal

Your hire shall be automatically renewed with a monthly rolling plan of £98 per month to maintain uninterrupted access to your E-Bike unless you contact us at cs@cirgo.bike to upgrade the agreement to 3-month plan before the expiry of the hire period.

Cancellation of Hire Agreement

If you choose not to renew your hire agreement term when it expires, we kindly ask that you give us a 30-day notice in advance. Providing this advance notice ensures a smooth process for both you and our team.

12. DEFAULT TERMINATION

Breach of Terms

You will be considered in default if:

- i. You breach any of these terms.
- ii. The E-Bike becomes lost, stolen, or damaged.
- iii. You receive a bankruptcy petition or take steps towards it.
- iv. You fail to pay us, or you miss your agreed monthly hire fee.

Upon the occurrence of any of the events mentioned above we may, after sending a default notice:

We retain the right to terminate the hire agreement. We may repossess the E-Bike, either through a court order or with your consent obtained at that time, with access to any premises where the E-Bike is located or believed to be.

You are liable to compensate us for:

- i. All outstanding hire payments and other amounts due under these terms.



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

Obligations Following Termination or Expiry

i. Return and Inspection

We shall contact you to arrange the return of the E-Bike to us. Once the E-Bike is returned, we shall inspect it and notify you within 30 days.

ii. Repair Charges

You may be charged an amount equal to the cost of repairs, limited to the value of the E-Bike.

iii. Payment of Shortfall

Charges will be deducted from any reimbursements owed to you. If the amount you owe us exceeds the amount to be reimbursed to you, you will be required to pay us the shortfall within 14 days of being notified of the amount due.

13. COMPLAINTS

We always try to offer the best service possible. However, if you are unhappy with any service provided by us, please contact our Customer Support Team by email to cs@cirgo.bike. We will do our best to resolve your complaint as quickly and as fairly as possible.

14. CHANGES TO THESE TERMS

We reserve the right to modify these Terms and Conditions at our sole discretion. Any modifications will be effective thirty (30) days 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.

If you do not agree with the proposed changes, you have the option to terminate the hire agreement by providing us with written notice within the thirty (30) day notice



period. If you choose to terminate the agreement, you will not be subject to the modified terms. If you do not terminate the agreement within the notice period, your continued use of our services after the effective date of the changes will constitute your acceptance of the modified terms.

We encourage you to review these Terms and Conditions periodically to stay informed about any changes.