

# **CIRGO**

## TERMS AND CONDITIONS

### 1. *Agreement*

- 1.1. This Agreement is made between You (the person named as the Hirer on page 1 of this Agreement) and Us, (the owner also named on Page 1). It is made up of the front sheet, these terms and conditions and the Schedule to it.
- 1.2. It is made and comes into effect on the date that We sign it.

### 2. *Definitions*

- 2.1. In this Agreement, the following words and phrases mean:
  - i. "Goods" means the goods described under the heading Key Agreement Information on page 1 of this Agreement (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;
  - ii. "Hire Period" means the period described as this under the heading Key Agreement Information on page 1 of this Agreement;
  - iii. "Home Address" means Your address shown on page 1 of this Agreement or such other address that You from time to time notify Us in writing;
  - iv. "Indemnify" means to fully compensate so as to ensure We are unharmed;
  - v. "Rentals", and "Weekly Fees" refer to the amounts referred to as the Hire Payment under the heading Key Agreement Information on page 1 of this Agreement;
  - vi. "Schedule" means the schedule (if any) attached to this Agreement, in the event that page 1 of this Agreement refers to a Schedule being attached to this Agreement;
  - vii. "We/Us/Our" means the person named as the Owner on page 1 of this Agreement;
  - viii. "Working Day" means any day other than a Saturday, Sunday or bank or public holiday in England;
  - ix. "You/Yourself/Your" means the person named as the Hirer on page 1 of this Agreement;

### 3. *Hire of Goods*

- 3.1. 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 Agreement.
- 3.2. Should you wish to extend or terminate the hire period, please refer to clause 13,14 for details on the process.

### 4. *Fees*

- 4.1. All prices listed in this Agreement are in Pounds Sterling (£).
- 4.2. You agree to pay Us the following:
  - 4.2.1. Weekly Rentals for the Goods as set in this Agreement;
  - 4.2.2. Any add-ons in this Agreement;
  - 4.2.3. Deposits;
  - 4.2.4. One-time sign-up fee;
  - 4.2.5. Goods delivery fee;
  - 4.2.6. Any late fees and/ or administrative fees incurred in accordance with this Agreement;

### 5. *Delivery of Goods*

- 5.1. You will already be in possession of the Goods at the time of signing this Agreement.
- 5.2. You agree to pay the Goods Delivery Fee under the heading Key Agreement Information on page 1 of this Agreement;

### 6. *How You must use and keep the Goods of this Agreement until they are returned to (or collected by) Us in accordance with clause 16 below,*

- 6.1. To keep the Goods in good repair and condition and in working order at Your own expense;
- 6.2. To meet the Rentals required by this 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 of the Goods;
- 6.3. 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 Agreement;
- 6.4. To use the charger and battery supplied;
- 6.5. To store the goods indoors when it is not in use with the provided lock;
- 6.6. To keep and ensure that the Goods are kept safe and ensure that they are without risk to health when used;
- 6.7. To store the packaging box and all the protection materials for end-of-agreement return;
- 6.8. To keep the Goods properly and regularly serviced and maintained in accordance with the manufacturer's recommendations and by suitably qualified persons;
- 6.9. To arrange the Goods to be serviced by Us or qualified mechanics when We notify you that are due for service;
- 6.10. To ensure that You are proficient in riding and using the Goods safely at all times;

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- 6.11. 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;
  - 6.12. To keep the Goods under Your control in the United Kingdom at all times;
  - 6.13. 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;
  - 6.14. To pay all licence fees and other duties and fees, fines, taxes and outgoings in connection with the Goods or their use;
  - 6.15. 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;
  - 6.16. To obtain all permits and licences necessary for the operation and use of the Goods at Your own expense;
7. *What You must not do with the Goods*
- 7.1. Not to allow third party other than Yourself to use the Goods;
  - 7.2. Not sell or otherwise relinquish possession of the Goods except for maintenance or repair purposes unless We are duly notified as required by law;
  - 7.3. Not to alter or modify the Goods or remove any part from them;
  - 7.4. Not to abandon or part with possession of the Goods or allow this to happen;
  - 7.5. Not to hold Yourself out as the owner of the Goods, sell, transfer or otherwise dispose of the Goods or this Agreement or attempt to do any of these acts;
  - 7.6. 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;
  - 7.7. Not to allow anyone to take or threaten to take the Goods in or towards the settlement of any debt;
  - 7.8. 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;
8. *Our responsibilities if things go wrong and Your responsibility to compensate Us*
- 8.1. 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 Agreement. You must do this when We ask You to. These obligations will survive this Agreement ending. This means that they will continue even after this Agreement is ended.
  - 8.2. If your Goods 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 Goods
9. *Damage, theft or loss of the Goods*
- 9.1. The responsibility and risk associated with the Goods transfer and remain with you from the Date of Agreement 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.
  - 9.2. Reporting damage, theft or loss of the Goods
    - 9.2.1. You must promptly notify Us via email at [cs@cirgo.bike](mailto:cs@cirgo.bike) in the following circumstances (1) Any loss or damage to the Goods, (2) any loss or damage resulting from You using the Goods, (3) If the Goods are stolen or you suspect the Goods have been stolen;
    - 9.2.2. 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;
    - 9.2.3. 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 Goods was secured using the lock provided, the damaged lock and the surrounding area;
    - 9.2.4. You must return all the accessories (battery, charger, locker, keys, 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;

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9.2.5. You remain responsible for making all remaining rentals 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 Goods and the cost of repairs. Loss, theft, or irreparable damage to the Goods shall result in a default payment as below:

<b>Theft and Loss</b>	
<b>In the event of</b>	<b>Default Payment</b>
Theft when properly locked with the lock provided	£300
Theft with incorrect lock measure	£1500
Additional fee if the battery is stolen or damaged	£300
<b>Damage</b>	
<b>In the event of</b>	<b>Default Payment</b>
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 package	£40 per component
ii. Missing or damaged charger	£50 per component
iii. Missing or damaged cranks (per crank)	
iv. Missing or damaged kickstand	
i. Excessive scratch (beyond wear and tear)	£100 per component
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 drive system	
viii. Missing or damaged lights	
ix. Buckled wheels	
x. Missing or damaged GPS tracker	
i. Damage to the extent where the Goods cannot be used by another rider	£1500
ii. Damage due to outdoor storage	

## 10. Location Sharing

- 10.1. We employ a GPS tracking system in the Goods hire to enhance Goods security and monitor the location and usage of Goods.
- 10.2. We collect the following data:
  - 10.2.1. Goods location data;
  - 10.2.2. Date and time stamps of Goods usage;
  - 10.2.3. Goods identifiers;
  - 10.2.4. Speed and direction of Goods travel;
  - 10.2.5. Other relevant tracking data for operational purposes;
- 10.3. 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 will allow Us (and Our representatives) (and ensure that We and they are allowed) the right to enter the premises at which the Goods are located or believed to be according to the GPS tracking data during reasonable hours for this purpose.

## 11. Late, Missed or Overdue Payments

- 11.1. If any Fee is not made for any reason (for example, if there are insufficient funds available in the nominated account), you will incur an administrative fee of £3.00. The administrative fee applies for every missed payment where an attempt is made to process a payment and it is returned by the relevant financial institution.
- 11.2. We without prejudice to its other rights, reserve the right to charge interest to the amount due at the rate of 8% a year above HSBC Bank Plc base rate from time to time in force. Interest shall accrue on a daily basis on all unpaid sums and will apply from the due date for payment until actual payment is received by Us in full (whether before or after judgment). This is without prejudice to Our right to seek any late payment

indemnity of £40 under the Late Payment of Commercial Debts (Interest) Act 1998, as amended and where applicable.

11.3. We may also refer the matter to a debt collector or solicitor for collection of fees outstanding and repossession of the Goods, if applicable, in which case you will be liable to pay to Us all fees and charges payable in respect of the debt collector's fees (including any commission), costs associated with recovering possession of the Goods and solicitor's fees on a full indemnity basis.

## 12. *Our right to end this Agreement*

12.1. We retain the right to end this Agreement if:

- i. You break any term of this Agreement and You have not put it right after We have given You at last 7 days' written notice requiring You to do so; 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
- v. You break any term of this Agreement that is not capable of being put right and (1) We have given You at least 7 days' written notice of Our intention to end this Agreement, or (2) 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 (which shall be at least 7 days' written notice).
- vi. We or Our representatives may repossess the Goods, either through a court order or with Your consent obtained at that time, with access to any premises where the Goods are located or believed to be.

12.2. If We end this Agreement under clause 12.1 above then You must immediately return the Goods to Us 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 under this Agreement, 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.

## 13. *Agreement renewal*

13.1. This Agreement will be automatically renewed for a duration specified in the Hire Period under the heading Key Agreement Information on page 1 of this Agreement to maintain uninterrupted access to your Goods.

## 14. *Your right to end this Agreement*

14.1. You can end this Agreement by giving Us a 14-day written notice in advance before the expiration of this Agreement to Us at [cs@cirgo.bike](mailto:cs@cirgo.bike).

To: [cs@cirgo.bike](mailto:cs@cirgo.bike)  
Subject: To End Courier Agreement

I hereby give notice that I wish to end the hire agreement.

First Name (in full):

Surname:

Home Address:

Email:

Phone Number:

Signature:

## 15. *Early termination of this Agreement*

15.1. 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.

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

16.1. 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.

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- 16.2. If the Goods are not returned to Us in the condition required by clause 16.1 above (or recovered by Us in that condition) then You must pay Us Our reasonable costs and expenses for putting them in that condition.
- 16.3. 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 £100 at the applicable rate for doing this. You will allow Us (and Our representatives) (and ensure that We and they are allowed) the right to enter the premises at which the Goods are located during reasonable hours for this purpose.
- 16.4. If the Goods are returned but repairing works is needed, You may be charged an amount equal to the cost of repairs, limited to the value of the Goods.
- 16.5. The obligations in clause 16 will continue even after this Agreement is ended.
17. *General*
- 17.1. You fully and punctually keeping to the terms of this Agreement is fundamental and essential to this Agreement.
- 17.2. We will tell You if We are leasing the Goods from someone else to supply them to You under this Agreement if You ask Us to.
- 17.3. You must pay Us any reasonable legal, administrative and other costs and expenses that We incur in enforcing Our rights under this Agreement.
- 17.4. The Goods do not become Your property under this Agreement.
- 17.5. We may assign or transfer Our rights or obligations under this Agreement but You may not do this.
18. *Complaints*
- 18.1. 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.
19. *Changes to these terms*
- 19.1. 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.
- 19.2. If You do not agree with the proposed changes, You have the option to terminate this Agreement by providing Us with written notice within the thirty (30) day notice period. If you choose to terminate this 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.

## DATA PROTECTION

It is a condition of entry to this Agreement 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.