

BYKE TERMS AND CONDITIONS

This page tells you the terms and conditions on which you may use our Website whether as a visitor, buyer, seller or hirer and also sets out the terms and conditions which apply if you buy, sell or hire an Item.

Please read these Terms carefully and make sure that you understand them before you start using BYKE or buying, selling or hiring an Item. By using BYKE, or by buying, selling or hiring an Item, you accept and agree to these Terms. If you do not agree to these Terms, please do not use BYKE and do not buy, sell or hire an Item. If you have any questions about the Website, please contact us using the contact details on the Website.

1. DEFINITIONS

- Content - means the data, text, information, adverts, details, screen names, photographs, graphics and all other material, on BYKE.
- Damage Fees - means a payment to BYKE for all any loss of or damage caused to a Hired Bike (outside normal wear and tear).
- Hire Charge - means the charges payable for a Hired Bike for the Hire Period.
- Hire Period - means the period a Registered User can use a Hired Bike.
- Hired Bike - means a bicycle that is to be or has been hired out by BYKE to a Registered User.
- Hired Bike Return Form - means the form to be completed on the return of a Hire Bike which can be found on the Website.
- Item - means a bicycle and any and all goods or services offered for hire or sale by BYKE that have been Posted on BYKE, including a Sale Bike and a Hired Bike but not including a Marketplace Item.
- Lock - means the D lock which is fixed to a Hire Bike.
- Lock Code - means the 4 digit code for the Lock fixed to a Hired Bike sent to the Registered User who has placed an order for that Hired Bike.
- Marketplace Bike - means a bicycle which is to be or has been sold to a Registered User by a third party through the use of BYKE as a venue only.
- Marketplace Item - means a Marketplace Bike and any and all goods or services that have been Posted on BYKE and offered for sale by a third party through the use of BYKE as a venue only.
- BYKE - means both BYKE Limited, company number 13861175, with its registered office at Valiant House, 12 Knoll Rise, Orpington, Kent BR6 0PG and the BYKE website with the domain name BYKE.co.uk, as the context requires.
- BYKE Account - means an account with BYKE to enable a person to buy, sell or hire an Item or a Marketplace Item.
- Post - means display, exhibit, publish, distribute, upload, transmit and/or disclose and the words "Posted" and "Posting" are to be interpreted accordingly.
- Premium Bike - means a Hired Bike specified as a premium bicycle in the relevant Product Description
- Product Description – means the description of an Item on the Website.
- Risk Period - means the Hire Period and any further time after your Hire Period expires during which the Hired Bike and the Lock is in your possession or control.
- Registered User - means anyone who has an BYKE Account.
- Sale Bike - means a bicycle which is to be or has been sold to a Registered User by BYKE.
- Sale Bike Return Form - means the form to be completed on the return of a Sale Bike which can be found on the Website.

- Services - means all and any services provided by BYKE including its on-line marketplace.
- Terms - means these terms and conditions and any documents to which they refer.
- you - means the Registered User.
- we or us - means BYKE.
- Website - means the website located at www.BYKE.co.uk or any subsequent URL which may replace it.

2. USE OF THE WEBSITE

Access

You are provided with access to BYKE in accordance with these Terms and any sale, purchase or hire you make must be made strictly in accordance with these Terms.

As a condition of your use of the Website, you agree not to:

- to misuse or attack the Website by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
- to attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer, computer programs, data or other proprietary material due to your use of BYKE or to your downloading of any material posted on it, or on any website linked to it.

Registered User

As a Registered User, you warrant that: (a) you are legally capable of entering into a binding contract and you are at least 18 years old, (b) the personal information that you give when you open an BYKE Account is true, accurate and complete in all respects including your name, address, contact number and payment details; and (c) you will notify us immediately of any changes to that information by updating your details on your BYKE Account.

You agree not to impersonate any other person or entity or use a false name or name you are not authorised to use.

We are not obliged to permit anyone to register with the Website and **we** may refuse, terminate or suspend registration to anyone at any time.

We can also suspend your BYKE Account if there is suspicious activity associated with your BYKE Account and you will receive an email from us notifying you of this.

Indemnity

You agree to indemnify, defend and hold us and our officers, directors, employees, agents and suppliers harmless immediately on demand from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Terms by you or any other liabilities arising out of your use of the Website or the use by any person accessing the Website using your BYKE Account and your personal information or both.

Right to modify Website

You agree that we can modify or withdraw, temporarily or permanently, the Website, or any part of it with or without notice to you, and you confirm that we will not be liable to you, or any third party, for any modification to or withdrawal of the Website.

Links to BYKE

You may link to BYKE provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not permit BYKE to be framed on any other site. You agree that we can withdraw linking permission without notice.

Links from BYKE

Where BYKE contains links to other websites and resources provided by third parties, they are provided for your information only and you access them at your sole discretion. We have no control over the contents of those websites or resources or the policies that apply to them and accept no responsibility for them or for any loss or damage that may arise from your use of them.

3. PRIVACY AND COOKIES

We will treat all your personal data as confidential. We will keep it on a secure server and we will fully comply with all applicable privacy regulations and consumer legislation.

We use cookies, which are small text files, to improve your experience on our website and to show you personalised content. You can manage your cookie preferences at any time by following the process on the Website. Alternatively, you can set your browser to block cookies. Please check your browser for instructions on how to do this.

4. ORDERS

We will take all reasonable care, if we are able, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

5. CONTRACT CREATION AND ELECTRONIC CONTRACTING

The steps required to create the contract between you and us are set out below.

You place your order for the required Item on the Website by pressing the Pay button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website.

We may send you an order acknowledgement email as soon as you place your order and you will receive an order confirmation email detailing the Item you have ordered. These emails do not constitute acceptance of your order.

For an Item which is not a Sale Bike or a Hired Bike which is being delivered to you, we will also send you a despatch confirmation email when your Item is being shipped to you.

Acceptance of your order and the completion of the contract between you and us will take place: (a) for a Sale Bike and a Hired Bike, on the notification to you of the Lock Code and the BYKE designated depot of the relevant Sale Bike or Hired Bike; and (b) for an Item which is not a Sale Bike or a Hired Bike, on the despatch to you of the Item, unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions under these Terms.

Your credit/debit card will be charged for the relevant Item when you place your order.

Non-acceptance of an order may be a result of one of the following:

- the Item you ordered being unavailable;
- our inability to obtain authorisation for your payment;
- the identification of a pricing or product description error; and
- your not meeting the eligibility to order criteria set out in these Terms.

If we have taken payment prior to non-acceptance of your order, we will refund you.

The details of your specific contract will not be filed by BYKE. If you do require any information regarding orders you have placed with BYKE, please email us.

6. CONSUMER CONTRACTS REGULATIONS 2013

This legislation offers you the following cancellation rights when you buy or rent an Item online.

You can cancel your contract if you tell us no longer than 14 days after the day on which you receive the Lock Code.

You must cancel your contract by email with a clear statement, including details of your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address.

If you decide to cancel, you must return the relevant Sale Bike or Hired Bike and related Lock to the BYKE designated depot notified to you when you placed your order or the relevant Item to the BYKE address on the Website, in each case at your cost within 14 days after the date on which you notified us of the cancellation and we will reimburse to you (by the method used to pay for the relevant Item) the amount you paid. We may make a deduction from that amount for any loss of or damage caused to the loss in value of the bicycle or Lock or both if the loss is the result of unnecessary handling by you. We will make the reimbursement no later than 14 days after the day we receive the bicycle and Lock back from you.

Until you return the relevant Sale Bike or Hired Bike and related Lock to the relevant BYKE designated depot or the relevant Item to the BYKE address on the Website, your contract will remain in place and you must comply with these Terms.

7. SALE OF ITEMS

Each Item is sold subject to its Product Description. Although we aim to keep the Website as up to date as possible, the information, including the Product Description, on the Website at any particular time may not always reflect the position exactly at the moment you place an order.

You can return a Sale Bike that you have purchased and obtain a full refund of the purchase price or exchange it for another Sale Bike. You must do this within 30 days from the date of purchase of the original Sale Bike. You must return the Sale Bike and the Lock to the BYKE designated depot at which you collected the Sale Bike in accordance with the depot visiting instructions. At the time of the return, you must fill out a Sale Bike Return Form and attach the photos of the Sale Bike as specified in the Sale Bike Return Form. If you choose to obtain a refund of the purchase price, you must pay the fee specified on the Website for each day of those 30 days in which the Sale Bike is in your possession except the day of purchase and the day immediately after that day. The total amount of that fee will be deducted from your refund.

If you:

- return the Sale Bike to a different BYKE designated depot from the one at which you first collected the Sale Bike, you must pay a fee to BYKE of £5; or
- return the Sale Bike to a location which is not a BYKE designated depot, you must pay a fee to BYKE of up to £125 or £250 in the case of a Premium Bike (the amount to be determined by BYKE);
- do not lock the Sale Bike by locking the frame and the rear wheel to the relevant rack in accordance with these Terms, you must pay a fee to BYKE of £15.

If you do not complete the Sale Bike Return Form, you must pay £125 to BYKE or £250 in the case of a Premium Bike. You will be charged that amount using the credit or debit card you provided when you placed your order.

8. MARKETPLACE

For a Marketplace Item, BYKE is a venue only. A Registered User who is a seller of a Marketplace Item may list a Marketplace Item and a Registered User who is a buyer may buy a Marketplace Item.

We are not responsible for contracts for the supply of goods, services or information formed through BYKE (or as a result of visits made to the Website) between you and other BYKE Registered Users. Any contract (other than in relation to an Item) is between the buyer and the seller and is subject to the terms and conditions agreed between that buyer and seller, which are implied by law or both. BYKE is not a party to that contract nor the seller's agent and BYKE is not liable under it.

We do not provide any warranties or assurances in relation to any Marketplace Item that you sell or buy (or attempt to sell or buy) through BYKE. This does not affect your statutory rights in relation to sale or purchase of the relevant Marketplace Item.

We make no promises, warranties or guarantees about your ability to buy or sell Marketplace Items using BYKE.

Contract and Commission

You place your order for the Marketplace Item on the website by pressing the Pay button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website.

We may send you an order acknowledgement email as soon as you place your order, and you will receive an order confirmation email detailing the Item you have ordered. These emails do not constitute acceptance of your order. Your credit/debit card will be charged when you place your order.

9. HIRE OF ITEMS

Description

Each Item is offered for hire subject to its Product Description. Although we aim to keep the Website as up to date as possible, the information, including the Product Description, on the Website at any particular time may not always reflect the position exactly at the moment you place an order.

The Hire Period starts on the day the Lock Code for the Lock attached to the Hired Bike you have ordered is given to you and that Hired Bike is available for collection. The Hire Period continues for the fixed term you select when you make your booking unless the Hire Period is terminated earlier by either you or us in accordance with these Terms. A Hire Period can be no longer than three months.

If you choose to return your Hired Bike (and Lock) before the end of the Hire Period, you will not be entitled for a refund and will be required to pay the Hire Charge for the full Hire Period.

Hire Charge

The Hire Charge will be the amount stated when you place your order. Your first Hire Charge will be payable on the day the relevant Lock Code is given to you. Subsequent Hire Charges will be payable on the same day of each following month until the end of the Hire Period. You agree that the Hire Charge has recurring payments and that you are responsible for making those payments.

The Hire Charge (and the Damage Fees as explained below) will be charged using the credit or debit card you provide to BYKE when you place your order. Your payment details are stored securely by a third party payment provider used by us to allow recurring payments to be taken.

During the Hire Period, you must not prevent payments from being taken from your payment method without first telling BYKE and providing an alternative payment method, from which BYKE may collect the Hire Charge and the Damage Fees. You remain responsible for all amounts owed to us under these Terms and, if a payment is not made for any reason, for example due to the expiration of your payment method, insufficient funds being available at the time that payment is due, or for any other reason whatsoever, we may arrange for the collection of your Hired Bike and immediately cancel the hire of that Hired Bike. You will still be liable for the outstanding Hire Charge.

Delivery, Collection and Return

We will deliver the Hired Bike to the BYKE designated depot notified to you when we accept your order for you to collect.

Once you have collected the Hired Bike, you will be deemed to have examined the Hired Bike and found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

You must return the Hired Bike and the Lock to the BYKE designated depot at which you collected the Hired Bike in accordance with the depot visiting instructions on or before the last day of the Hire Period for that Hired Bike or on the earlier termination of your contract with BYKE. At the time of the return, you must fill out a Hired Bike Return Form and attach the photos of the Hired Bike as specified in the Hired Bike Return Form. If you:

- return the Hired Bike to a different BYKE designated depot from the one at which you first collected the Hired Bike, you must pay a fee to BYKE of £5; or
- return the Hired Bike to a location which is not a BYKE designated depot, you must pay a fee to BYKE of up to £125 or £250 in the case of a Premium Bike (the amount to be determined by BYKE);
- do not lock the Hired Bike by locking the frame and the rear wheel using the BYKE provided D-Lock (not the wire provided) to the relevant rack in accordance with these Terms, you must pay a fee to BYKE of £15.

If you do not:

- complete the Hired Bike Return Form or
 - return the Hired Bike and the Lock to the BYKE designated depot at which you collected the Hired Bike within seven days after the last day of the Hire Period for that Hired Bike,
- you must pay £125 to BYKE or £250 in the case of a Premium Bike. You will be charged that amount using the credit or debit card you provided when you placed your order.

Title and Risk

The Hired Bike and the Lock will at all times belong to BYKE and you will have no right, title or interest in them at any time (apart from the right to use the Hired Bike and the Lock during the Hire Period subject to your complying with these Terms).

The risk of loss, theft or damage of or to the Hired Bike and the Lock will pass to you on collection and remain with you during the Hire Period and any further time after your Hire Period expires during which the Hired Bike and the Lock is in your possession or control (Risk Period). During the Hire Period and any Risk Period, you will be solely responsible for the care and maintenance of the Hired Bike and the Lock.

You must give immediate written notice to BYKE of any loss, theft or damage of or to the Hired Bike or the Lock arising out of or in connection with your possession, control or use of the Hired Bike or the Lock and notify the police of any theft of the Hired Bike or the Lock.

You acknowledge that BYKE will not be responsible for any loss, theft or damage to or of the Hired Bike and you undertake to indemnify and hold harmless BYKE on demand against any

such loss or damage, and against any and all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by you to comply with these Terms.

Damage Fees

You will pay to BYKE for any loss, theft or damage of or to your Hired Bike (outside normal wear and tear) up to a maximum of £125 to BYKE or £250 in the case of a Premium Bike.

Damage that will incur Damage Fees includes:

- dents to the frame;
- scratches down to the bare frame or scratches of more than three centimetres (3cm) in length;
- buckled wheels or missing spokes;
- broken or missing mudguards;
- damage to gearing system; and
- ripped or missing saddle and /or seatpost.

Other than in the case of loss or theft, once your Hired Bike is collected by BYKE, we will tell you by email the amount of any Damage Fees which you must pay up to a maximum of £125 or £250 in the case of a Premium Bike. In the case of loss or theft of your Hired Bike, you will be required to pay £125 to BYKE or £250 in the case of a Premium Bike. In addition, if we reasonably believe that there is a genuine risk of loss, theft or damage of or to your Hired Bike, you will also be required to pay £125 to BYKE or £250 in the case of a Premium Bike. In each case, you will be charged that amount using the credit or debit card you provided when you placed your order.

Your responsibilities

At all times during the Hire Period and Risk Period, you must:

- not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of BYKE in the Hired Bike, or bring BYKE into disrepute;
- ensure that at all times the Hired Bike remains identifiable as being BYKE' property and, wherever possible, ensure that BYKE's notice of ownership is attached to the Hired Bike;
- make no alteration to the Hired Bike and not remove any existing component(s) or markings from the Hired Bike without the prior written consent of BYKE;
- keep the Lock Code confidential and not disclose the Lock Code to any person;
- not use the Hired Bike for any unlawful purpose;
- not do or permit to be done anything which could invalidate the insurances that BYKE may have in place from time to time;
- not, without the prior written consent of BYKE, (i) part with control or possession (except for the purposes of repair or maintenance), (ii) sell or offer for sale, (iii) underlet, or (iv) lend the Hired Bike;
- not allow the Hired Bike to be confiscated, seized or taken out of your possession or control under any distress, execution or other legal process, but if the Hired Bike is so confiscated, seized or taken, you will notify BYKE in writing straightaway and at your sole cost and expense use your best endeavours to procure an immediate release of the Hired Bike and indemnify BYKE on demand against any and all losses, costs, charges, damages and expenses incurred by BYKE as a result;

- keep the Hired Bike locked and secure with the Lock when not being ridden by (i) parking the Hired Bike both legally and securely, (ii) using the Lock by placing it securely around the frame and back wheel of the Hired Bike and attaching it to an immovable object, and (iii) all in accordance with all operating instructions provided by BYKE from time to time;
- maintain the Hired Bike in good and substantial repair to keep it in as good an operating condition as it was on the day you collected it (fair wear and tear excepted) including replacing worn, damaged and lost parts with BYKE approved parts at your expense;
- check at all relevant times that the Hired Bike (including its tyres, brakes, saddle and bell) is roadworthy by ensuring, without limitation, that:
 - both brakes work properly
 - the gears change smoothly and effectively
 - the tyres are pumped satisfactorily
 - the handle bars turn easily and smoothly
 - the saddle post is secure
 - the wheels are securely attached to the frame using the axle that goes through the centre of the wheel
- abide by the Highway Code including observing all traffic signs and signals and wearing a suitable cycling helmet and other protective clothing as reasonably required;
- ensure that you are a competent cyclist and undertake cycling proficiency training tuition before riding the Hired Bike as reasonably required; and
- use the Hired Bike reasonably, considerately and responsibly.

BYKE' obligations

BYKE warrants that, at the time of collection of the Hired Bike, the Hired Bike will be of satisfactory quality taking into account its status as a pre used bicycle and fit for hire as a pre used bicycle.

BYKE will use reasonable endeavours to remedy, free of charge, any material defect in the Hired Bike during the Hire Period as long as:

- you notify BYKE of any the defect in writing as soon as you become aware of it;
- BYKE can make a full examination of the defect;
- the defect did not occur as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation of the Hired Bike by you or any other person other than BYKE' authorised personnel; and
- the defect is directly attributable to defective material or workmanship of the Hired Bike.

If BYKE fails to remedy any material defect in the Hired Bike under these Terms, the Hire Period for that Hired Bike will, at your written request, come to an end on the return to BYKE of the Hired Bike and the Lock to the BYKE designated depot at which you collected the Hired Bike. No further Hire Charges will be payable once the Hire Period comes to an end. BYKE will not otherwise be responsible for providing any servicing, maintenance or repair of the Hired Bike.

Termination

Without affecting any other right or remedy available to it, BYKE may terminate the Hire Period with immediate effect by giving you notice if you commit a material breach of any of these

Terms which is irremediable or (if the breach is remediable) you fail to remedy that breach within a period of 15 days after being notified by us writing to do so.

On termination:

- BYKE' consent to your possession of the Hired Bike will terminate and BYKE may, by its authorised representatives, without notice and at your expense, retake possession of the Hired Bike; and
- you must pay to BYKE on demand any and all costs and expenses incurred by BYKE in recovering the Hired Bike and/or in collecting any sums due under these Terms (including any storage, insurance, repair, transport and legal costs) up to a maximum of £125 or £250 in the case of a Premium Bike.

You must return the Hired Bike and the Lock to the BYKE designated depot at which you collected the Hired Bike. If you fail to do so, you will be required to pay £125 to BYKE or £250 in the case of a Premium Bike. You will be charged that amount using the credit or debit card you provided when you placed your order.

Termination or expiry of the Hire Period will not affect any rights, remedies, obligations or liabilities of you or us that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of these Terms which existed at or before the date of termination or expiry.

10. PURCHASES BY BYKE

The steps required to create the contract between you and BYKE for the sale of a bicycle or other item from you to BYKE are set out on the Website. You will be guided through the process of by a series of simple instructions on the Website. You will ensure that the bicycle or other item is in good condition, complete and fit in every way for the purpose for which it is intended.

11. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all copyright, trademarks and all other intellectual property rights in BYKE and in Content Posted on it. You are permitted to use the Content and other material only as expressly authorised by us or our licensors.

You agree that the Content and other material contained within the Website is made available for your personal non-commercial use only. Any other use of the Content and other material on the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of the Content or other material

Our status (and that of any identified contributors) as the authors of Content on BYKE must always be acknowledged.

If you print off, copy or download any part of BYKE in breach of these Terms, your right to use BYKE will cease immediately and you must, at our option, return or destroy any copies of the Content you have made.

12. COMPLIANCE WITH LAWS

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

13. LIMITATION OF LIABILITY

The material displayed on BYKE (including all Content) is provided without any warranties, express or implied, as to its accuracy. The Website is provided on an "as is" and "as available" basis and we give no warranties, whether express or implied, in relation to it, or any transaction that may be made on or through it.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of Content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Items and Marketplace Items. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

We will not be liable, in contract, tort (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms and any contract formed incorporating them for:

- any economic losses (loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect losses

suffered or incurred by you arising out of or in connection with the Terms and any contract formed incorporating them.

Nothing in these Terms limits or excludes our liability for death or personal injury arising from our negligence, or our liability for our fraudulent misrepresentation.

14. CONTENT

Posting

We are not liable for the content or accuracy of any Content Posted by you or any Registered User or other user of BYKE.

Any Content you Post to BYKE will be considered non-confidential and non-proprietary. By Posting Content, you grant to us an irrevocable, worldwide, royalty free and sub- licensable

licence and right to use, copy, distribute and disclose that Content to third parties for any purpose.

No reliance

We are not responsible for the truth or accuracy of any Content or other material on the Website. Commentary and other Content Posted on BYKE are not intended to amount to advice on which reliance should be placed.

We are not required to monitor or record the Content or other activities of any user of BYKE including a Registered User.

We are not liable for any matter arising from any reliance placed on, or in relation to, any Content by a Registered User or any other user of BYKE, or by anyone who may be informed of any of its Content.

Right to monitor

We have the right (but not the obligation) to monitor all Content and other material and we have the right to refuse, reclassify, remove or edit Content, for example if, in our opinion, the Content does not comply with our Terms or we are notified that it may be offensive, illegal or defamatory.

We are not responsible for the deletion of or failure to store any Content.

15. EVENTS OUTSIDE OUR CONTROL

We will not be liable for any matter arising out or in connection with events outside our reasonable control.

16. INTERRUPTION OF SERVICE

Access to BYKE is permitted on a temporary basis. We reserve the right to interrupt, withdraw or amend the Services without notice. For example, if it is necessary or desirable for us to interrupt the Services (for example, for routine maintenance), we may do so without telling you first.

You agree that we are not liable to you for any loss whether foreseeable or not arising out of or in connection with unavailability or interruption of the Services.

17. CLOSING YOUR BYKE ACCOUNT

We may close your BYKE Account at any time, for any reason, with immediate effect by contacting you at your last known postal or e-mail address. On closure of your BYKE Account, your right to use the Services (other than your hire of a Hired Bike) will immediately end.

We may close your BYKE Account at any time without notice if you breach our Terms. On closure of your BYKE Account, your right to use the Services (including your hire of a Hired Bike) will immediately end.

Closure will not affect the outstanding rights or duties of you or us up to the date of closure, including our right to recover from you any Hire Charge or other amount you owe to us.

18. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using BYKE, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by Posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you agree that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that those communications must be in writing. This does not affect your statutory rights.

19. ENTIRE AGREEMENT

These Terms and all documents expressly referred to in them are the whole agreement between us and you and supersede all previous discussions, arrangements or agreements between us relating to the subject matter of any contract.

We each agree that neither of you or us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or the documents expressly referred to in them.

20. OUR RIGHT TO AMEND TERMS

We may revise these Terms at any time by amending the Website. The updated Terms will be displayed on the Website and by continuing to use the Website after an update, you agree to be bound by them. You are expected to check the Website from time to time to take notice of any changes we have made, as they are binding on you. If you do not agree to any change to the Terms, then you must immediately stop using the Website and the Services.

21. SEVERANCE

If any court or competent authority decides that any of these Terms are invalid, unlawful or unenforceable to any extent, the Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by applicable law.

22. STATUS

Nothing is intended to or will be deemed to establish any partnership or joint venture between us and you or make either you or us an agent or employee of the other.

23. THIRD PARTY RIGHTS

A person who is not party to any contract incorporating these Terms will not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

24. JURISDICTION AND APPLICABLE LAW

The Terms are governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

VERSION 1