

Zoomo Rental Agreement

Plan: UK Fixed Term 12x weeks (Boost) Plan

Last Updated: October 2024

SUMMARY

“Boost Plan” includes:

- Unlimited mileage
- Option to rent spare battery*
- 1 free puncture repair per month
- £25 starter fee
- £45 per week (“the Rental Fee”)
- £100 Refundable Deposit

* an additional fee of £15 per week is chargeable if the option is exercised.

This is a legally binding agreement (the "Agreement") between ZOOMO LONDON LTD (Company Number 11309092) of Unit 1, Admiral Hyson Industrial Estate, London SE16 3PA (“Zoomo”, “we”, “us”, “our”) and the person renting an electric bicycle from us, as named in the Zoomo app profile filled in at the time of rental (referred to in this Agreement as the "Renter", “you”, and “your”).

You and Zoomo are collectively referred to as “the parties”.

This Agreement is a rental agreement, under which we will rent an electric bike to you, in exchange for payment from you for a period of less than three months. The precise terms of the Agreement which govern our relationship are set out below. Please ensure that you have read these terms before you agree to them.

Defined terms used in this Agreement are set out in clause 31.

This Agreement constitutes the entire agreement and understanding between you and Zoomo on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

1. Term of this Agreement

The Start Date of this contract is **[DATE]** (being the date on which you take possession of the Bike and pay the One-Time Starter Fee and Security Deposit in accordance with clause 3 below).

For the avoidance of doubt, the Term of this Agreement will end three months after the Start Date (“the End Date”) and cannot be terminated before the End Date without cause or be renewed. You and Zoomo have the right to terminate for cause in accordance with clause 12 in which case Zoomo will communicate an alternative Expiry Date to you. Upon the Expiry Date, you must either return the Bike (defined below) to us, or sign on for a new contract. You may be charged fees according to our Weekly Plan (the terms of which are available at www.ridezoomo.com/policies/terms) for any delay in returning the Bike to us after the Expiry Date.

You acknowledge that in absence of your right to terminate for cause, you shall be liable for the agreed Rental Fee during the Term should you seek to terminate without cause.

2. Zoomo's Bike

You have agreed to rent from us a bike with the serial number **[SERIAL NUMBER]** (the "Bike").

Zoomo shall commercially and reasonably ensure that the Bike materially conforms to any specification communicated by Zoomo from time to time.

3. Fees

The Renter agrees to pay Zoomo the following:

- (a) The Rental Fee for the rental of the Bike as set out in the relevant plan selected through our Zoomo app as set out at clause 4 below;
- (b) any add-ons (including the optional spare battery under the Pro Rental Plan) selected through the Zoomo app;
- (c) the Zoomo One-Time Starter Fee as set out in clause 5 below;
- (d) the Security Deposit as set out in clause 6 below, and
- (e) any late fees and/or administrative fees incurred in accordance with this Agreement; (each a "Fee").

4. Rental Fees

Rental Fees are payable monthly in advance. You are required to subscribe to the appropriate Zoomo Plan through the Zoomo Bike app, prior to taking possession of the Bike.

Details about the relevant plans offered by Zoomo for payment of the Rental Fees are set out in the Zoomo app and may be updated from time to time. You can find out more about the relevant plans here <https://www.ridezoomo.com/uk/plans> .

The relevant plan must be selected by you upon checkout or in any applicable order form or within the Zoomo app. Any changes to our plans and pricing points will be made in our sole discretion in accordance with clause 29 of this Agreement and will be available to you on the link above.

5. Zoomo One-Time Starter Fee

To keep weekly payments low, we require a £25 Zoomo Starter Fee. This is an upfront fee that gives you access to our exclusive member benefits as a Zoomo customer, and it also covers your safety onboarding and application processing for renting the Bike.

You must pay the Starter Fee and Deposit (defined below) before you take possession of the Bike. The Starter Fee is not refundable after the seven (7) day no risk trial period. If you choose to stop renting but return to rent a bike at a later date, you will be liable to pay another Zoomo Starter Fee.

6. Security Deposit

We require you to provide a security deposit of £100 (the "Deposit").

The Deposit is payable by you on taking possession of the Bike and will be retained by Zoomo as security for the Bike and accompanying Lock.

In the event of loss or damage to the Bike or Lock for which you are liable, Zoomo will (on giving written notice to you), apply the Deposit (or part thereof) to the cost of necessary repairs or replacement. In the event of outstanding rental or repair fees, Zoomo will (on giving written notice to you), apply the Deposit (or part thereof) to the satisfaction of same.

In the absence of damage, loss or outstanding fees, the Deposit will be refunded to you in full within 10 Business Days of the Expiry Date of this Agreement.

Notwithstanding the foregoing, Zoomo is not obliged to hold the Deposit on trust for you, and you agree that Zoomo is free to treat the Deposit as its own monies, without prejudice to your Deposit refund right (where applicable) described above.

7. Payment Terms

You authorise Zoomo to debit your nominated debit or credit card with the amount of the Rental Fees and any other Fee incurred as and when they fall due.

You must pay all sums that you owe to Zoomo under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

If we attempt to charge you by your preferred payment method and the payment is unsuccessful for any reason, we will provide you with notice of this default. Zoomo will subsequently attempt to charge you for four (4) consecutive days. On the fourth day, if any monies owing are still outstanding and you have not made payment, Zoomo will lock the Bike and you will not be able to use it. After six (6) days, if circumstances have still not changed, Zoomo will recover the Bike from you.

8. Acknowledgement

You acknowledge that:

- (a) you have received the Bike;
- (b) you have read and understood this Agreement, the Zoomo Privacy Policy (located at <https://www.ridezoomo.com/privacy>), and Zoomo Safety, Security and Maintenance Guide and agree to comply with all obligations under the same
- (c) if you intend to use the Bike 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 .Your personal data will at all times be governed by the Zoomo Privacy Policy.

9. Upon receipt of the Bike

Where the Bike is protected by packaging material, such material shall be disposed of by you at your cost, unless as otherwise directed by Zoomo.

10. Legal title

Zoomo shall at all times retain ownership of the Bike and you shall not do or allow to occur anything which might adversely affect Zoomo's right, title or interest in the Bike. This means that a) you must not create or allow to be created over the Bike any lien, charge or other security or lend, lease or sell or otherwise part with possession of the Bike or represent you may do these things (save as expressly authorised by this Agreement or by Zoomo); and b) you must not do anything that may cause any insurance of the Bike that Zoomo has to become void or voidable; and c) you must ensure the Bike is clearly identifiable as belonging to Zoomo, not remove any identifying mark on the Bike; and d) you must inform Zoomo immediately if you become or are reasonably likely to become subject to any of the events or circumstances set out in clause 13.

11. Risk

Whilst title and legal ownership in the Bike remains at all times with Zoomo, risk in the Bike transfers and remains with you from the Start Date and until the Expiry Date of this Agreement or until Zoomo confirms otherwise in writing to you.

12. Termination by Either Party

Both parties agree that this is a three (3) month fixed term agreement and neither party may terminate this Agreement earlier than the End Date, unless either party is in default of this Agreement.

Notwithstanding the foregoing, if you terminate your rental plan with Zoomo prior to the Expiry Date, you will be responsible for payment for all fees up until the date of termination plus fifty (50) percent of all such remaining fees pursuant to your rental plan.

13. Termination by Zoomo

Zoomo may terminate this Agreement immediately by giving you notice in writing in the following circumstances:

- (a) A Fee remains outstanding for more than seven (7) Business Days from the date on which it falls due;
- (b) If you intend to use the Bike solely or predominantly for Authorised Business Use (see below), and you take any of the following actions:
 - (i) stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
 - (ii) are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if Zoomo reasonably believes that to be the case;
 - (iii) become the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - (iv) become subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - (v) become subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - (vi) become subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - (vii) have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income;
 - (viii) 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
 - (ix) are subject to any procedure for the taking control of the Bike that is not withdrawn or discharged within 7 days of that procedure being commenced.

If Zoomo terminates this Agreement in accordance with this clause 13, you must immediately return the Bike to Zoomo in accordance with the instructions given in the notice.

14. Return of the Bike

On termination of this Agreement by Zoomo under clauses 12 or 13, Zoomo will set out an Expiry Date in the notice of termination provided to you.

If you terminate this Agreement under clause 12, Zoomo will set out an Expiry Date in our acknowledgement of your termination notice.

On or before the Expiry Date, you must return the Bike:

- (a) to a designated Zoomo Location, on or before the Expiry Date, during operating hours; and
- (b) in the same condition as it was upon taking possession, save that any reasonable and fair wear and tear is accepted.

The Bike will be deemed returned to the possession of Zoomo when Zoomo or their authorised representative acknowledges receipt of the Bike in writing.

Rental Fees will continue to apply for between the date of notification of termination and the Expiry Date, including the date of the Expiry Date or, if you fail to return the Bike as set out above or as otherwise instructed by Zoomo, the date that the Bike is returned to Zoomo.

If you do not return the Bike on the Expiry Date (unless the designated Zoomo location is closed that day) then:

- (a) you must pay Zoomo, as applicable, (i) fees for each week between the Expiry Date and the date the Bike is returned, including the week of the Expiry Date, or (ii) monthly fees if you are on a monthly subscription for each month between the Expiry Date and the date the Bike is returned, and you shall not be entitled to any refund of the foregoing;
- (b) after written notice to you and if the location of the Bike is still unknown, Zoomo will treat the Bike as stolen by you and progress with recovery efforts. This may include reporting the Bike as stolen to the Police and pursuing you for the full value of the Bike; and
- (c) you must compensate Zoomo for any reasonable costs incurred in recovering the Bike; and
- (d) you irrevocably grant to Zoomo or its related entities, including its employees, contractors and agents, the right to take possession of the Bike, without demand or notice, wherever the Bike 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 Zoomo or its related entities, including its employees, contractors and agents taking possession of the Bike including any claim for trespass.

15. Late, Missed or Overdue Payments

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 £1.50. 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.

Zoomo, without prejudice to its other rights, reserves 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 Zoomo in full (whether before or after judgment). This is without prejudice to Zoomo's right to seek any late payment indemnity of £40 under the Late Payment of Commercial Debts (Interest) Act 1998, as amended and where applicable.

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

16. Companies House Charge Register

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

17. Location Sharing

You consent to share location data with Zoomo. The Renter may revoke this consent via a written request to the Owner and swapping the Bike for one that is not GPS-enabled. Zoomo agrees NOT to share the Rider's location data with any third party without consent or without removing the identity of the rider. Your personal data will at all times be governed by the Zoomo Privacy Policy.

18. Authorised Use

Zoomo authorises you to use the Bike during the Term for Authorised Business Use and/or Authorised Personal Use, provided that such use must not involve Unauthorised Use or the operation of the Bike outside of reasonable and safe parameters.

Authorised Business Use includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation.

Authorised Personal Use includes operation of the Bike on roads in accordance with local road rules and legislation.

Unauthorised Use includes (but is not limited to) any business or personal use involving:

- (a) the operation of the Bike by any person other than you;
- (b) the carriage of any person in addition to you;
- (c) the towing of another person, vehicle or other object;
- (d) the operation of the Bike in a negligent manner;
- (e) the operation, use or involvement in any way of the Bike in violation of any laws or for an illegal purpose; and
- (f) any race or competition.

19. Zoomo Warranty

Zoomo represents that, to the best of its knowledge and belief, the Bike is supplied to you at the commencement of the Term:

- (a) in sound and safe condition, suitable for Authorised Use; and
- (b) free of any known faults or defects that would affect its safe operation under normal use; and
- (c) in accordance with the manufacturer's standards.

Apart from this and any other warranty or guarantee set out in this Agreement, or which you are entitled to by law, Zoomo excludes all other warranties or guarantees.

20. Limitation of Liability

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.

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.

Zoomo shall not be liable if delayed in or prevented from performing its obligations under this Agreement 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. Your Warranties

You warrant that you:

- (a) have been advised by Zoomo that it is recommended you obtain and maintain appropriate public liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Bike;
- (b) will only use the Bike for an Authorised Use;
- (c) will not use or permit the Bike to be used for any Unauthorised Use;
- (d) will operate the Bike in a safe and reasonable manner and not in any negligent manner; and
- (e) will, at all times during the Term while the Bike is not in use, lock the Bike using the supplied Lock in accordance with all reasonable directions of Zoomo, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time. You indemnify Zoomo in respect of any loss or damage arising out of any warranty given in this clause 21 being incorrect or any breach of any such warranty and will be solely responsible for all loss and damage so arising, including (but not limited to) all associated tickets, fines, and fees.

22. Responsibility for and costs incurred as a result of loss and damage including theft

You hereby acknowledge that you are liable for:

- a) the loss of, and all damage to, the Bike (including any of its parts) above fair wear and tear during the Term of this Agreement. This responsibility extends to the theft of the Bike or any of its parts. For the purposes of this Agreement, fair wear and tear is to be determined by Zoomo;
- b) any costs incurred as a result of the Bike breaking down or being rendered inoperable due to your negligence or misuse of the vehicle; and
- c) all damage to any person or the property of any person:
 - (i) which is caused or contributed to by you or any person you allow to ride the Bike, including as a result of flat tyres; or
 - (ii) which arises from the use of the Bike by you or any person you allow to ride the Bike.

If the Bike is lost, stolen or damaged beyond repair, you will be liable to pay Zoomo £900, being the replacement value of the Bike, plus any additional costs incurred by Zoomo incidental to the loss or theft of the Bike ("**Loss or Theft Costs**"). Such amounts payable are fair and reasonable and constitute a genuine pre-estimate of the losses suffered by Zoomo in the event of the loss or theft of the Bike. You agree to pay such amount immediately on demand by Zoomo.

If any parts of the Bike are lost, stolen or damaged, you will be liable to pay Zoomo the replacement value of those parts.

In the event of theft of the Bike, you agree to:

- (a) Create a police report and provide details to Zoomo as soon as reasonably practicable after the Bike has been stolen;
- (b) Complete our theft form (available from our website) as soon as reasonably practicable after the Bike has been stolen;
- (c) Return all the accessories (battery, charger, locker, keys, etc) which have not been stolen and are in your possession to the nearest Zoomo location as soon as reasonably practicable after the Bike has been stolen; and
- (d) Provide such reasonable evidence that you locked the Bike correctly by speaking with our Zoomo staff at the nearest Zoomo location.

In the event of loss or damage to the Bike or other loss or damage arising in connection with the use of the Bike other than as a result of theft of the Bike, you must:

- (a) Promptly report the incident in writing to Zoomo and provide Zoomo with details of the incident including:
 - a. an accurate description of the incident e.g. state stolen and the location;
 - b. name, address and license number, of any other person involved;
 - c. registration details of any other vehicles involved;
 - d. names and station of any police officers involved; and
 - e. any other information reasonably requested by Zoomo; and
- (b) return all parts of the Bike which have not been lost or damaged (battery, charger, locker, keys, etc) to the nearest Zoomo location.

You accept that GPS device services are necessary in order to protect our bikes against theft and enhance recovery. Zoomo may request you to attend your nearest Zoomo location for a GPS device service. Any location data and your personal data will at all times be governed by the Zoomo Privacy Policy.

23. Reduction of Loss or Theft Costs

On entering into this Agreement, you may have the opportunity to limit your liability for the payment of Loss or Theft Costs by including theft cover as a part of your plan ("Theft Cover") (separate terms and conditions will apply).

With Theft Cover, your liability for payment of Loss or Theft Costs will be limited in accordance with the plan you have chosen, as long as you are not otherwise in breach of this Agreement and providing you are no more than one (1) week in arrears with payment of Rental Fees. Zoomo may require proof of a police report or other relevant documentation in order to activate Theft Cover.

For clarity, Theft Cover only covers circumstances where the Bike is stolen. It does not cover any damage to the Bike as a result of, for example, an accident, weather damage or tipping the Bike.

If your Bike is locked (with the Lock provided by Zoomo) at the time it is lost or stolen and you make payment of the applicable Loss or Theft Costs within seven (7) days of them becoming due and payable, Zoomo may, at its discretion, offer you a discount on the outstanding Loss or Theft Costs.

24. Maintenance, Security and Safety

You hereby agree to comply with the following during for the Term:

- (a) maintain the Bike to the same standard in which the Bike is supplied to you in (including by complying with all additional servicing or repairs recommended by Zoomo at any service);
- (b) complete the safety and maintenance checks outlined in the Zoomo Safety, Security and Maintenance Guide;
- (c) keep the Bike locked to an immovable object (e.g. post or railing) using the Lock provided by Zoomo when it is unattended;
- (d) comply with all applicable transport laws;
- (e) attend at a nominated Zoomo location with the Bike for the Bike to be serviced every 2000-2500km travelled;
- (f) attend at a nominated Zoomo location with the Bike as directed by Zoomo for a service within 7 days of being requested to by Zoomo;
- (g) refrain from servicing or causing the Bike to be serviced otherwise than at a designated Zoomo Bikes location.

Regular servicing as set out above is necessary for Zoomo to ensure the continued safety of the Bike. It is critical to your ongoing use of the Bike that you attend scheduled services as set out above. If you fail to attend a scheduled service as required, a late fee of £0.10/km for every kilometre travelled over 2500km since the Bike's last service will be incurred.

Standard services are provided at no cost to you during the Term, however if Zoomo or their representative identifies any damage requiring repair (apart from fair wear and tear), including (but not limited to) a flat battery, flat or punctured tyre, lost keys to Locks or other accidental damage, you will be responsible to pay for such repairs.

Zoomo is committed to organising additional services if they become aware of any potential issues or faults with the Bike. Accordingly, it is critical to your ongoing use of the Bike that you attend unscheduled services as directed by Zoomo. If you fail to attend a directed service as required, a late fee of £5 per day will be incurred.

Separately, if you attend a Zoomo location for a repair without pre-booking an appointment via our app, you will be charged an administration fee of £15. If you book an appointment via our app for a repair and do not attend that appointment, you will be charged an administration fee of £5. The late fees set out in this clause 24 have been designed to protect the interests of both parties in the continued safety of the Bike.

25. Notice

When a notice must be provided in writing by Zoomo to you or you to Zoomo, it may be provided by letter, email or via our app.

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

You must send notices by email to our customer service team using the address stated on our website or app.

Unless specifically stated otherwise in this Agreement, any notice given by Zoomo to you or you to Zoomo 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 Business Day, the next Business Day or second Business Day after

posting if not sent on a Business Day;

(c) sent by email or via the app on a Business Day before 4pm, one hour after sending; and

(d) sent by email at any other time, 9:00 am on the next Business Day.

26. Dispute Resolution

If a dispute arises out of or in connection with this Agreement 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 26.

If either Party wishes to raise any complaint or dispute relating to the rights and obligations under this Agreement, 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.

Once notification of a Dispute has been received, the Parties shall attempt to resolve the Dispute in good faith.

If the Parties are, for any reason, unable to resolve the Dispute within 20 Business 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).

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:

(a) the mediation has terminated; or

(b) the other Party has failed to participate in the mediation having had reasonable opportunity to do so.

Any court proceedings must be conducted in accordance with clause 30.

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.

For avoidance of doubt, nothing in this clause 26 prohibits, prevents or delays Zoomo from engaging the services of a debt collector or solicitor to recover overdue amounts.

This clause 26 survives termination of this Agreement.

27. Assignment

You may elect to assign your rights and obligations under this Agreement to another person, subject to Zoomo Bike's written approval. Such approval may be subject to the provision of additional information and conditions. Zoomo Bike's decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

28. Relationship of Parties

This is a contract for supply of goods and services and is not intended to create any other relationship between the parties.

29. Changes to terms

We may, at any time, and at our sole discretion modify this Agreement and any of the documents referenced herein and/or included herein by hyperlink, including but not limited to our Privacy Policy, pricing structure, repair services or theft cover, with notice with notice via email, on our website or in our app with 14 days' notice.

30. Governing Law and Jurisdiction

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 30 shall negate your right to have your dispute heard in the part of the United Kingdom where you are usually resident.

31. Definitions

Authorised Business Use includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation.

Authorised Personal Use includes operation of the Bike on roads in accordance with local road rules and legislation.

Business Day means a day on which banks are open for business in London, UK, other than a Saturday, Sunday or public holiday.

End Date means 3 months from the Start Date, on which you are required to return possession of the Bike to Zoomo, should this Agreement continue for its full Term.

Expiry Date means the day on which this Agreement between you and Zoomo ends, either when the Term of this Agreement expires (the End Date) or the date on which either you or Zoomo agree to terminate this Agreement in line with clauses 12 or 13.

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 Agreement. Inability to pay and any consequences related to Covid or any pandemic or epidemic and any government restrictions to which a party is subject is not Force Majeure.

Lock means the bicycle lock provided to you by Zoomo for the purposes of securing the Bike when leaving it unattended.

Rental Fees means the rental fees payable by you to Zoomo as per the selected rental plan

Safety, Security and Maintenance Guide means the Zoomo's Safety, Security and Maintenance Guide that will be given to you on your initial collection of the Bike from Zoomo.

Start Date is the date when you took possession of your rental bike from a Zoomo shop or partner shop.

Term means the three month period between the Start Date and the End Date of this Agreement.

Unauthorised Use means any used other than an Authorised Use, as set out in clause 4 of this Part C

UK Consumer Law means Consumer Rights Act 2015, as amended from time to time.

32. Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.
- (b) References to clauses, Schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the Schedules, annexures, appendices, attachments and exhibits to, this Agreement.
- (c) References to parties are references to the parties to this Agreement.
- (d) References to a party to any Agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.
- (e) Words denoting the singular include the plural and words denoting the plural include the singular.
- (f) Words denoting any gender include all genders.
- (g) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (h) A reference to any Agreement or document (including this Agreement) includes any amendments to or replacements of that document.
- (i) A reference to a law includes:
 - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
 - (ii) any constitutional provision, treaty or decree;
 - (iii) any judgment;
 - (iv) any rule or principle of common law or equity, and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- (j) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.
- (k) A reference to time is a reference to the time in London, UK unless otherwise specified.
- (l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (m) If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.
- (n) If any act is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- (o) A reference to an amount of pounds, UK pounds, £ or GBP is a reference to the lawful currency of the UK, unless the amount is specifically denominated in another currency.
- (p) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (q) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.