

# **BiblioVélo: Rental Agreement**

## **1. Introduction**

BiblioVélo is a peer-to-peer bicycle rental platform which permits an Owner to rent out his/her Bike out to a Borrower. This rental agreement governs the use of BiblioVélo by Owners and Borrowers. By registering for or using BiblioVélo, Owners and Borrowers agree to be bound by this rental agreement. BiblioVélo is owned and operated by Box Hill Ventures Ltd, an English company (no. 11580389) which is registered at 71 - 75 Shelton Street, London WC2H 9JQ.

## **2. How BiblioVélo works**

- a. We provide, as intermediaries only, a listing and rental service for an Owner to list and hire out his/her Bike(s) via BiblioVélo and for Borrowers to browse those listings and contact the Owner before making a booking via BiblioVélo.
- b. We do not provide for the storage of any Bikes, arrange for the delivery of any Bikes to a Borrower, or arrange for the return of any Bikes to an Owner.
- c. The [BiblioVélo guarantee](#) provides for a compensatory payment to the Owner in the event that the Bike is reported missing, stolen or damaged, provided that the Owner and Borrower have both acted in accordance with this rental agreement and any other information we may provide about the BiblioVélo guarantee from time to time.
- d. If any Bike is actually rented or arranged for rental outside of BiblioVélo, the provisions and protections of this rental agreement shall not apply.

## **3. Owners**

- a. To list a Bike on BiblioVélo, the Owner should download the app and create an account, then add a Bike from within the app. Owners will need to specify the Bike's Value as part of the listing.
- b. It is the Owner's responsibility to arrange pick up/drop off of the Bike and to carry out the various checks we require under this rental agreement. We do not get involved in communications between Owners and Borrowers in respect of any booking. All communications between Owners and Borrowers must take place via our secure messaging system.

- c. The Owner agrees that he/she shall not, other than in exercise of his/her rights under this agreement or applicable law, interfere with the Borrower's possession of the Bike during the Hire Period.
- d. Owners warrant to us and to the Renter that:
- they own the Bike being listed and will provide accurate details about it on the relevant listing including make, model and where applicable the frame or serial number of the Bike itself and each separate component of the Bike which is included on the listing page
  - the Bike works and looks significantly as described on the Bike's listing page and is fit for its intended purpose
  - the Bike is safe for use and will be provided with all necessary instructions for use and any non-standard information regarding appropriate safety precautions or equipment which must be adopted or used during its use
  - any receipts or evidence of ownership of the Bike shall be legitimate, properly incurred and where required, original copies shall be provided (and where applicable, without delay and at the Owner's expense)
  - they shall reserve the Bike for the exclusive use of the Borrower for the duration of the Booking Period
  - they shall use their best endeavours to meet the Borrower at the agreed time and place for both pick up and drop off of the Bike, but that if delay or cancellation is inevitable, they shall communicate this to the Borrower via our secure messaging system
- e. Owners acknowledge and agree that:
- the Bike shall at all times remain the property of the Owner and that neither we nor the Borrower shall have any right, title or interest in or to the Bike
- f. We shall pay the Owner, via Stripe (or such other payment processor we may use from time to time), the Rental Charge (minus our fee of 15% of the Rental Charge) within 7 days of the end of the Booking Period.

#### **4. Borrowers**

- a. We provide BiblioVélo as a platform which Borrowers can use to browse available listings of Bikes and communicate directly with an Owner before making a booking via BiblioVélo. Once booked, the Bike should be picked up directly from and dropped off directly to the Owner.
- b. To browse listings on BiblioVélo, a Borrower will need to download the app. To make bookings, a Borrower will need to create an account. Before the first booking is confirmed, we will verify the Borrower's identity. This is usually done through automated processes via Onfido (or such other identity verification services we may use from time to time). If we are unable to successfully verify the Borrower's identity using this method, we may ask for additional identity verification information before the account is made active and the booking is confirmed.
- c. Throughout the booking and rental process, Borrowers must communicate with Owners about the Bike using our secure messaging system. Any communications that take place outside of our secure messaging system will not be taken into account when deciding whether an Incident has taken place.
- d. At the time a booking is actually made, a Borrower will be asked to pay to us (i) the Rental Charge and Booking via Stripe and (ii) pay a deposit of £150 via Stripe (or such other payment processors as we may decide from time to time). The deposit will be refunded once a booking has been completed providing no dispute has been raised.
- e. Once a booking is confirmed by us to the Borrower, the Owner shall reserve the Bike for the exclusive use of the Borrower for the duration of the Booking Period.
- f. Borrowers acknowledge and agree that:
  - the Booking Period will not commence until full payment of the Rental Charge, Booking Fee and Deposit is made for that Bike via BiblioVélo
  - the Bike chosen is suitable for the Borrower's intended purpose and that they have sufficient knowledge about how to use it
  - during the Hire Period, the Bike remains the property of the Owner and the Borrower shall have no right, title or interest in or to it (except the right to temporary physical possession and use, subject to the terms of this rental agreement)

- we may share their name, address, email address and mobile number and details of the Rental Charge and any other information relating to the Bike with the Owner and our insurers and debt collector(s) as we see fit, provided that we operate within the parameters of our privacy policy at all times in doing so
- to indemnify us on demand against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with their use of the Bike and with any failure by them to comply with the terms of this rental agreement
- in the event that (in our sole discretion) an Incident has taken place, the Borrower acknowledges and agrees that we shall charge the Borrower the full Incident Fee that was taken as a deposit during the booking process and the Borrower shall have no recourse to claim this charge and expressly agrees not to create a chargeback via Stripe or any other method of payment used within Stripe in relation to such charge, except where the Borrower has been a victim of genuine fraud and we may ask for further evidence to confirm the same to our satisfaction; the Borrower further notes that if we suffer any loss or damage as a result of a Borrower's chargeback without genuine reason we shall seek appropriate remedies for such loss or damage to the fullest extent permissible under law and prevent the Borrower from using our products and services in the future
- where we determine that an Incident has taken place but that the cost of repair to or replacement of the Bike does not exceed the Incident Fee, Borrowers agree to make payment for such repairs or replacement, as evidenced in writing from a reputable and suitably experienced repairer or dealer, directly to the Owner

## **5. Conduct during pick up, the Hire Period, and drop off**

- a. When picking up the Bike:
  - the Owner and the Borrower must meet at the agreed time and place for pick up
  - if the Owner fails to arrive within 30 minutes of the agreed time and place for pick up, and provided that this is (in our sole discretion) evidenced appropriately within our secure messaging system, the

booking shall be deemed cancelled and the Borrower should request a feedback by contacting us at [support@bibliovelo.com](mailto:support@bibliovelo.com).

- the Borrower must carry out the various tests as required by the BiblioVélo app (including uploading the required number of photographs of the Bike and confirmation that a Sold Secure Gold standard lock has been supplied and it works properly) and confirm that the general condition of the bike is acceptable before accepting the Bike from the Owner
- the Owner must scan the Borrower's QR code at the time handover takes place, which commences the Hire Period and confirms to us that the Bike is complete, in good order and condition and fit for the purpose which it was rented and it every way satisfactory to the Borrower

b. During the Hire Period, the Borrower must:

- ensure that no unauthorised third party is permitted to use the Bike
- ensure that the Bike is only used in the geographical area permitted by the Owner, which is assumed to be within the UK unless otherwise agreed by the Owner via our secure messaging system
- ensure that the Bike is used only for the purposes for which it was designed and in accordance with any conditions of use that appear on the Bike's listing page on BiblioVélo and operated in a proper manner in accordance with any operating instructions widely available on the Internet or provided by the Owner
- ensure that the Bike is never kept unattended unless it has been secured and locked using an insurance approved Sold Secure Gold bicycle lock, with appropriate measures being taken depending on the area, time and place it is being left unattended
- take a photograph of the Bike and upload it to the app each time it is locked
- not leave the Bike unattended for more than 12 consecutive hours
- if kept overnight, the Bike must be kept in one of:
  - the Borrower's house / flat / room, or
  - a locked garage or a locked shed

and the Borrower should keep photographs of the Bike locked, using a Sold Secure Gold lock, to an immovable objection within in this location.

- take such steps (including compliance with all safety and usage instructions provided by the Owner, supplied with or appearing on the Bike) as may be necessary to ensure that, so far as is possible, the Bike is at all times operated in a safe manner and without risk to health when it is being used, cleaned, maintained or stored
- other than adding and removing their own pedals to the Bike, make no alterations to the Bike and not add to, or remove, or swap out any component of it unless such component is replaced immediately by the same component or an improved/advanced version of it (and you acknowledge that title and property in any substitution, replacement or renewal made in or to the Bike shall vest in the Owner immediately upon installation) and to immediately notify the Owner of the same via our secure messaging system
- not use the Bike for any unlawful purpose
- ensure the Bike remains identifiable as being the Owner's property
- notify us and the Owner of any Incidents relating to the Bike
- file, without delay, a police report if the Bike is lost, stolen, vandalised or suffers other criminal damage

c. When dropping off a Bike:

- the Owner and the Borrower shall meet at the agreed time and place so that the Bike can be returned to the Owner before the end of the Booking Period
- if the Borrower is late or does not attend the agreed meeting:
  - for the first 30 minutes after the end of the Booking Period, there shall be no charge for the Borrower
  - for each subsequent 30 minutes (or part thereof), the Borrower agrees to pay a late return fee of £5 which will continue to accrue until the Owner confirms that the Bike has been returned by scanning the Borrower's QR code to confirm receipt and end the Hire Period

and the Borrower acknowledges that until all such extra fees are settled in full (as you may be directed by us), the Borrower will be unable to make a booking for another Bike

- if the Owner is late or does not attend the agreed meeting, the Borrower shall use all reasonable endeavours to continue to care for the Bike in accordance with the terms of this agreement until the Owner is able to collect it (provided always that risk shall pass to the Owner after the end of the Booking Period)
- the Owner should inspect the Bike to ensure that it is in a satisfactory condition upon its return. If unsatisfied, the Owner may submit a guarantee claim form to us, which is available [here](#), for which appropriate photo and other evidence will be required before the guarantee claim can be processed
- upon accepting return of the Bike the Owner must scan the Borrower's QR code to confirm receipt and end the Hire Period

## 6. General

- Your account.** You are responsible for the security of your account and accept responsibility for all actions that stem from its use. If you suspect your account has been compromised you must notify us of this immediately. We may terminate accounts we suspect have been compromised without providing notice to you. You must ensure that your registration date is truthful, accurate and kept updated. We reserve the right to reject any registration or refuse eligibility to any person for any reason, in our sole and absolute discretion, provided that reason is not discriminatory to that person. Inappropriate behaviour or content will not be tolerated and could result in the termination of your account if you fail to comply with this.
- Reviews.** You may leave a review of an Owner or a Borrower. You must comply with any review guidelines we provide. You agree to indemnify and hold us and any of our affiliates, employees, directors and representatives harmless against any claim or action brought by a third party arising out of or in connection with any review submitted by you to us. You acknowledge, accept and consent that your review may be made public on BiblioVélo and that we are not responsible for checking or editing reviews, even if they are critical or defamatory in any way. You (in your capacity both as Owner and Borrower, whatever the case may be) release us and waive all rights against us in respect of any liability arising out of or in connection with the

publication of any such criticism or alleged defamation about you in any reviews that appear on BiblioVélo.

- c. **Intellectual property.** We (and our licensors) own hold all right, title and interest to all intellectual property rights attached to any products or services we own or provide. You are hereby granted a non-transferable, non-assignable, revocable-without-notice licence to use BiblioVélo in accordance with the terms of this rental agreement. You warrant that you have the appropriate permission to upload any photographs or other media attracting any intellectual property rights to BiblioVélo and agree to indemnify and hold us harmless against any claim by any third party to the contrary.
- d. **No warranties.** BiblioVélo is provided on an “as is” basis. This rental agreement sets out the full extent of our obligations and liabilities to Owners and Borrowers. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever that are binding on us except as specifically stated in this rental agreement. Any condition, warranty or other term concerning the Bike which might otherwise be implied into or incorporated within this rental agreement, whether by statute, common law or otherwise, is expressly excluded.
- e. **Limitation of liability.** Nothing in this rental agreement shall give rise to any liability for any loss of profit, revenue, business or other inconsequential loss or damage suffered by any party to it, in each case however caused, even if foreseeable. We shall not be liable to either an Owner or a Borrower in contract, tort (including negligence) or otherwise for any losses whatsoever arising directly or indirectly from your use or inability to use BiblioVélo, any errors or bugs in BiblioVélo, or any delays or disruptions to the BiblioVélo service. Each of the Owner and the Borrower accept sole responsibility for the legality of their respective actions under applicable law. Regardless, in the event we are found liable, our total aggregate liability to you in your capacity as an Owner is limited to the fee we charged for the relevant Booking Period, or in your capacity as a Borrower to the Rental Charge relating to the Booking Period. We do not seek to limit or exclude liability for any fraud or fraudulent misrepresentation by us or for death or personal injury arising from our negligence.
- f. **Termination.** This rental agreement shall terminate automatically at the end of the Booking Period, subject always to the settlement of any outstanding Incident Fee which is due from a Borrower to us. We may terminate this agreement with immediate effect if a party to it fails to pay any amount due

under it, or commits a material breach of its terms, or if the Borrower or Owner dies or is incapable of managing his or her own affairs or becomes bankrupt. Upon termination of this rental agreement for any reason, our consent to the Borrower's possession of the Bike shall terminate, the Hire Period shall be deemed to have ended immediately and the Borrower shall arrange promptly to return the Bike to the Owner. We shall be entitled to any costs and expenses incurred by us in recovering the Bike (including the cost of storage, insurance, repair, transport and reasonably incurred legal fees).

- g. **Communications between Owners and Borrowers.** All communications between Owners and Borrowers must take place via our secure messaging system. Any external communication will not be taken into account if there is a dispute between us, an Owner or a Borrower or any combination of them.
- h. **Jurisdiction & governing law.** This agreement any dispute or claim arising out of or in connection with it, or its subject matter, is governed by and shall be construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, this rental agreement.
- i. **Defined terms.** When interpreting this rental agreement common sense should prevail; for example, the singular includes the plural and vice versa. The following defined terms have the following meanings throughout this rental agreement:

*BiblioVélo* means the app provided by us named BiblioVélo

*Bike* means the bicycle owned by the Owner (along with any other related equipment) which will be listed on BiblioVélo under a single listing

*Booking Period* means the agreed period of time during which the Owner shall reserve the Bike exclusively for the use of the Borrower subject to the terms of this rental agreement

*Borrower* means the person who makes the booking to borrow a Bike via BiblioVélo

<i>Hire Period</i>	means the period from when the Owner scans the Borrower's QR code confirming that the Bike has been picked up, until the earlier of (i) the end of the Booking Period or (ii) the time the Owner scans the Borrower's QR code confirming the Bike has been returned, up to a maximum of 30 days
<i>Incident</i>	includes accidental damage to, the theft of, the loss of, or destruction of a Bike
<i>Incident Fee</i>	£150.00
<i>Owner</i>	means the person who holds legal title to a Bike
<i>Rental Charge</i>	means the total charge due from the Borrower to us for the Booking Period plus our booking fee as it appears in-app at the time the booking is made
<i>secure messaging system</i>	means the in-app BiblioVélo messaging system
<i>Value</i>	the replacement value of the Bike as specified by the Owner when listing the Bike for rental
<i>You</i>	refers to either the Owner or Borrower depending on context
<i>We, our, us</i>	are references to Box Hill Ventures Ltd, an English company (no. 11580389) registered at 71 - 75 Shelton Street, London WC2H 9JQ