

# General Platform Terms: Passengers

Date when these Terms were last updated: 1 July 2022.

*This document (which is referred to as the "Terms") sets out how you can access and use the Bolt Platform. By using and accessing the Bolt Platform, you must agree to these Terms. If you do not agree to these Terms, please do not use the Bolt Platform.*

**Key points covered are:**

***Our ability to change the Terms and the Bolt Platform***

***Additional charges (such as cleaning and cancellation fees)***

***How you will be expected to act when using the Bolt Platform and how if you don't, your access could be disabled or ended***

***An explanation of how Services are provided to you and by who. For example, we operate the Bolt Platform and may also provide Services ourselves via the Bolt Platform. Services available on the Bolt Platform may be provided by someone separate from us, for example by Service Providers.***

*It is split into two parts:*

***Part 1*** sets out how to create your account, how to access the Bolt Platform and how you can use the Bolt Platform. This applies to all Users using the Bolt Platform. These are called "General Platform Terms".

*Full list of topics covered:*

- 1. Our relationship with you*
- 2. How we can make changes to these Terms or the Bolt Platform*
- 3. How to access the Bolt Platform*
- 4. Your right to use the Bolt Platform*
- 5. Acceptable Use Policy*
- 6. When our relationship starts, how use of the Bolt Platform can be disabled, and how our relationship can come to an end*
- 7. Our responsibility for loss suffered by you*
- 8. Contact, feedback and complaints*
- 9. Resolving disputes*

## 10. Other important terms

**Part 2** sets out Service specific Terms which will apply to you if you receive Journeys. These are called "Passenger Terms".

11. Taking a Journey
12. Other costs
13. Your responsibilities
14. How to pay
15. Promotional Codes
16. How we process your data

If there is any inconsistency between the Terms set out in Part 1 and Part 2, the Terms set out in Part 2 will apply.

## Part 1: General Platform Terms

*These General Platform Terms:* These are the Terms on which we provide you with access to the Bolt Platform.

*Throughout Part 1 of these Terms, some terms are capitalised. This means that they have a defined meaning, and we have explained words used throughout the Terms in the glossary below for easy reference. Terms that are specific to another Part of Terms are explained there.*

### Glossary

"**Acceptable Use Policy**" means the policy set out in Section 5.

"**Account**" means the account you use to access the Bolt Platform and request and/or receive Services.

"**App**" means the Bolt application enabling you to request and/or receive Services.

"**Bolt Platform**" means the platform on which you can request Services.

"**Bolt Parties**" means Bolt, its group companies, licensors or its employees and a "**Bolt Party**" means any of these.

"**Bolt**" means *Bolt Services UK Limited* (a limited company incorporated and registered in the United Kingdom with company number 11063356, having its registered office at Studio 4 114 Power Road, London, W4 5PY).

"**Platform Conduct Guidelines**" means the guidelines available via the following link: <https://bolt.eu/en/legal/gb/marketplace-guidelines-terms/>

"**Privacy Notice**" means <https://bolt.eu/en-gb/legal/gb/privacy-for-riders/>.

"**Services**" means services offered via the Bolt Platform.

"**Service Provider**" means Bolt Platform users who access the Bolt Platform to provide Services to Users, which excludes the Bolt Parties.

"**Terms**" means these General Platform Terms and also any Service specific Terms.

"**Users**" means those members of the public, including you, who request Services through the Bolt Platform.

"**User Content**" means any text, images, or other information that you provide to Bolt while using the Bolt Platform.

"**VAT**" means value added tax.

"**we**", "**our**" or "**us**" means Bolt.

"**you**" means the party entering into these Terms with us.

## **1. Our relationship with you**

- a. These Terms apply between you and Bolt.
- b. We agree to provide access to the Bolt Platform to you free of charge, for use in accordance with these Terms.

## **2. How we can make changes to these Terms or the Bolt Platform**

- a. In order to ensure that we are a market leader, we are constantly updating and improving the Bolt Platform. This can include updating or deleting certain elements of the Bolt Platform and this can impact on your use of the Bolt Platform.

We will give you reasonable notice if we make any changes to the Bolt Platform. By continuing to use it you will be treated as accepting the changes. You can always stop using the Bolt Platform at any time.

- b. These Terms also can be amended from time to time. You will be provided with at least 7 days' notice before the new Terms become effective, unless a change is needed by law or for emergency reasons. If you are not happy with the updated Terms, please do not continue to use the Bolt Platform.
- c. We may offer you access to additional beta or test features on the Bolt Platform for a limited period from time to time. Additional terms and conditions will apply, which we will tell you about before you sign up.

### **3. How to access the Bolt Platform**

- a. To access the Bolt Platform, you must:
  - i. install the App on your mobile device;
  - ii. be at least 18 years old; and
  - iii. register and set up an Account with a user ID and password.
- b. You may connect to the Bolt Platform using a third-party service (eg LinkedIn, Facebook or Twitter). You acknowledge that we can access and use your personal data from that service as permitted by that service. All your personal data will be processed as set out in the Privacy Notice.

- c. During the installation of the App, your mobile number is linked to the respective Account and added to our database. If you are no longer using your mobile number, you must notify us as soon as possible. If you do not notify us about any change to your number, your mobile operator can issue the same mobile number to another of their users and when using the App, this new person will be able to access your data on the App.
- d. You must provide Bolt with valid and up-to-date credit or debit card details (or other means of payment as Bolt may accept) in order to use your Account and use the Bolt Platform. You confirm that the details you provide are correct and accurate and that you have the right to use the credit or debit card or other payment method provided.
- e. You must keep your login details confidential. If you have any concerns that your Account may have been misused, you should contact us via the App straight away to let us know.

#### **4. Your right to use the Bolt Platform**

- a. We will grant you a right to access the Bolt Platform without charge, as long as you comply with these Terms, the applicable Privacy Notice and the applicable app-store terms. You must not let anybody else use your Account to access the Bolt Platform, although you can request Services on behalf of others on your Account but will always remain responsible for complying with these Terms if you do.

- b. You agree that you have no rights in or to the App or any portion of the Bolt Platform other than the right to use them in accordance with these Terms.

## **5. Acceptable Use Policy**

This section describes the Acceptable Use Policy.

- a. When using the Bolt Platform you must not:
  - i. tamper with any security related features of the Bolt Platform;
  - ii. use the Bolt Platform if we have temporarily restricted your access or stopped you from using it;
  - iii. advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;
  - iv. modify, interfere, intercept, disrupt or hack the Bolt Platform including introducing any software viruses or use the Bolt Platform to commit any fraud against Service Providers, Bolt Parties or any third parties such as contractors, credit card issuers and holders etc.;
  - v. collect any data from the Bolt Platform other than in accordance with these Terms;
  - vi. submit or contribute any User Content that contains nudity or violence or is abusive, threatening, obscene, misleading or offensive;

- vii. submit or contribute any User Content that you do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties;
- viii. submit or contribute any information or commentary about another person without that person's permission;
- ix. threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, embarrass, alarm or annoy any other person;
- x. extract, or try to extract, any data from the Bolt Platform for your own purposes (for example, to build a database); or
- xi. resell any Services that have been provided in connection with your Account.

**6. When our relationship starts, how use of the Bolt Platform can be disabled, and how our relationship can come to an end**

- a. These Terms take effect when you register for an Account and will apply until you or we terminate them in accordance with these Terms.
- b. If at any time you feel that you can no longer agree to these Terms or any changes made to the Terms or the Bolt Platform, you must immediately uninstall the App and stop using the Bolt Platform.
- c. If you would like to delete your Account, please let us know using the communication feature in the Bolt Platform. Please

note that in order for us to access your data and delete your Account, we may ask you first to verify your identity.

- d. We can take any of the following actions (with or without notice, depending on the severity of the breach) if you breach any part of these Terms, Acceptable Use Policy or applicable Platform Conduct Guidelines or if any Bolt Party considers it necessary to protect the integrity of the Bolt Platform, any Bolt Party or the safety of our staff, contractors or Service Providers:
  - i. immediate, temporary or permanent withdrawal of your right to use and access the Bolt Platform (or access to particular Services);
  - ii. immediate, temporary or permanent removal of any User Content;
  - iii. issuing a warning to you;
  - iv. legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; or
  - v. disclosure of such information to law enforcement and regulatory authorities as we reasonably feel is necessary or as is otherwise required by law or regulation.
- e. If the relationship is terminated or we suspend your access to the Bolt Platform as described in this section, we can delete



your User Content or any other information we hold about you. You will also lose any rights you have to use the Bolt Platform or to access any content provided by us or another Bolt Party under the Bolt Platform, any content provided by Service Providers or your User Content.

- f. The termination of your use of the Bolt Platform and the cancellation of your Account shall not affect any of your obligations to make any payments you are required to make under these Terms.

## **7. Our responsibility for the loss suffered by you**

- a. We will always be responsible to you for the following:
  - i. death or personal injury arising as a result of Bolt's negligence;
  - ii. fraud on the part of Bolt;
  - iii. any other liability that cannot be excluded or limited under applicable law.
- b. Other than as explained in (7)(a), we are not responsible to you for any damages, losses or costs relating to your use of Services in a way that isn't permitted under these Terms.
- c. Otherwise, we are only responsible to you for any damages, losses or costs which result from us not performing our obligations under the Terms and which could have been reasonably foreseen by any of the Bolt Parties and you when entering into these Terms.

- d. Examples of losses or costs which Bolt will not be responsible for are explained in the Service-specific Part of these Terms. Please note that the Bolt Parties will not be responsible to you for any Services other than those provided to you by the Bolt Parties.
- e. We do not make any guarantees that the Bolt Platform, its content and functionality will be fully available at all times. We will not be responsible for any losses suffered by you as a result of the Bolt Platform not being fully available at all times.
- f. No Bolt Parties make any promises that access to the Bolt Platform will be uninterrupted or error free.

**Your content and intellectual property:**

- g. You confirm that any text, images or any other information that you provide to us whilst using the Bolt Platform will meet the Acceptable Use Policy.
- h. We will not own your User Content and this will be owned by you (or the relevant third party owner). You grant us all the rights we need on a worldwide and continuing basis (and without charge) to use, copy distribute, change, publish, translate, license, sub-license, and exploit the User Content anywhere and in any form for the purposes of providing access to the Bolt Platform (including allowing other users to view your User Content). You must ensure that if you include content owned by a third party in your User Content, you have been given the same rights from the owner which are set out above.

- i. We are not responsible for any such content in any way, but can monitor User Content and reject, refuse or delete any User Content where we consider that it breaches any part of the Acceptable Use Policy.
- j. All intellectual property rights in the Bolt Platform, its content and any related documentation existing anywhere in the world belong to us or our licensors and must not be copied, distributed, uploaded or republished in any way without our prior written consent. You will not have any rights of ownership in the Bolt Platform, its content or any related documents other than the right to use and access it in accordance with these Terms.

## **8. Contact, feedback and complaints**

- a. If you need to contact us in relation to these Terms or any other document mentioned in them, you can get in touch through the App.
- b. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we can use and allow others to use it without any restriction and without any payment to you.

## **9. Resolving disputes**

Should you have any dispute, conflict, claim or controversy with Bolt, the Bolt Platform, any Services or Service Providers (for example, disputing a payment), you must first contact us through the App. We will then discuss and agree with you the most effective way of resolving the dispute.

## 10. Other important terms

- a. English law will apply to all disputes and the interpretation of these Terms. The English courts will have non-exclusive jurisdiction over any dispute arising from or related to your use of the Bolt Platform or these Terms, however, a dispute can be heard in the courts where you live in the UK.
- b. If any section of these Terms is held to be illegal, the rest will continue to apply. Even if you or we delay in enforcing any of these Terms, the section can still be enforced later.
- c. Nobody else has any rights under these Terms – these are between you and Bolt.
- d. All sums stated in these Terms are inclusive of any VAT that may be chargeable (unless stated otherwise).

### Part 2: Service specific Terms: Passenger Terms

*These Passenger Terms apply where you receive Journeys. By using the Bolt Platform to request Journeys, you must agree to these Passenger Terms. If you do not agree to these Passenger Terms, please do not use the Bolt Platform to request Journeys.*

*We use some additional terms in this Part 2 which are capitalised. This means they have a defined meaning. You can check what they mean in the glossary below:*

#### Glossary

**"Driver"** means a driver licensed to provide private hire services who is authorised to transport a Passenger for a Journey on Bolt's behalf.

**"Fare"** means the fare payable by Passengers for Journeys.

**"Journey"** means the private hire transportation service provided to Passengers by Bolt pursuant to these Terms.

**"Passenger"** means those members of the public, including you, who request and receive Journeys through the Bolt Platform.

**"Toll Charge"** means a charge, such as a toll or a congestion zone fee, that applies due to the route of a Journey, such as Journeys to and from airports, Journeys over toll bridges and Journeys that pass through any congestion zones. A list of applicable Toll Charges is available [here](#).

## **11. Taking a Journey**

- a. We operate the Bolt Platform that allows you to request, book, receive and pay for Journeys using the App. We will provide Journeys in accordance with the details provided when your booking is confirmed.
- b. When you submit a booking request for a Journey, Bolt may accept your booking request (depending on your location and payment history and Driver availability).
- c. Once your Journey request has been confirmed, a contract between you and Bolt will be created for the provision of the Journey in accordance with these Terms, including in respect of our commitment to provide the Journey and your commitment to pay.
- d. As part of your request for a Journey, the App will provide you with estimates of the Fare you will be charged for the provision of the Journey and your arrival time, taking into account any Toll Charges for the anticipated route. If the estimate of the Fare changes before your Journey is confirmed - you will be informed of this. These estimates are provided for your reference only and the actual Fare and arrival time can change – for example if you change your destination during the Journey, if the Journey takes materially

longer than estimated due to traffic, or due to other factors (e.g. a Toll Charge is applicable due to a change in destination or route).

- e. The actual Fare you must pay Bolt will be calculated in accordance with the pricing elements shown to you in the App. The App will allow you to review pricing elements that apply to your Journey for the purposes of calculating the estimated Fare. Where a pricing element (such as price per mile) is provided as a range, you will always be shown the actual applicable fare element after Journey is confirmed.
- f. A waiting fee will be added to your Fare if you are more than four minutes late to meet your Driver at the pick-up location. The App will show you the applicable waiting time fee before you confirm a booking request.
- g. You acknowledge that while receiving the Journey:
  - i. the Driver can take any reasonable route to your requested destination;
  - ii. you can amend your route in consultation with your Driver, in which case, your Fare can change;
  - iii. an extraordinary situation (such as mechanical breakdown or civil emergencies) can result in your Driver being unable to complete your Journey.
- h. You may cancel your booking request for a Journey any time before you begin your Journey by informing us through the App. We may also cancel the Journey if you are late to arrive

to the pick-up location after the Driver has arrived. In either case, the contract between you and Bolt for that Journey will come to an end. When there is a cancellation, a fee may apply as is set out in Section 12.

Please also read our Platform Conduct Guidelines for guidance on cancellations:

<https://bolt.eu/en/legal/gb/marketplace-guidelines-terms/>

- i. Lost Property: Please contact us with as much detail as possible and we will investigate your enquiry. Bolt is only responsible for loss or damage to property left in a vehicle if the loss or damage results from Bolt's negligence.
- j. Please let us know through the App if you have not had a satisfactory Journey.

## **12. Other costs**

- a. You will have to pay a cancellation fee of up to £10 in the following circumstances:
  - i. if you cancel your booking request more than four minutes after your Journey was successfully assigned to a Driver; or
  - ii. if you are more than four minutes late to meet your Driver at the pick-up location and the Journey is cancelled by the Driver on behalf of Bolt.

The cancellation fee that will apply to your Journey will be made available to you in the App at the point of making your booking request.

- b. You must pay a cleaning fee if you or anyone associated with you soils the vehicle in any way (including by staining the vehicle or causing the vehicle to smell). The applicable fee will be determined by the levels of severity or the cost incurred cleaning the vehicle. The maximum fee you will be charged is £80. If you do not pay the fee when we notify you, you authorise us to deduct that amount from your credit or debit card.

### **13. Your responsibilities**

- a. You agree to comply with the Platform Conduct Guidelines: <https://bolt.eu/en/legal/gb/marketplace-guidelines-terms/>.
- b. You agree that Journeys are only available for use by individuals, and cannot be used to transport goods or personal possessions (including pets or livestock) by themselves. We are not a specialist goods transportation business. Do not use this Service if you need to transport any items of value or requiring specialist transportation (e.g. if they are fragile). Except as explained in (7)(a) above we accept no responsibility if you do this.
- c. Other examples of losses or costs where Bolt will not be responsible to you on the basis that they could not have been



reasonably foreseen by any of the Bolt Parties and you when entering into these Terms include the following:

- i. arrangements you make relating to or that you have planned following a Journey, for example relating to onward travel arrangements;
- ii. damage to or loss of perishable goods.

This is not a list of all circumstances that could not have been reasonably foreseen, others may be relevant depending on specific circumstances. Otherwise, we are only responsible to you for any damages, losses or costs which result from us not performing our obligations under the Terms and which could have been reasonably foreseen by any of the Bolt Parties and you when entering into these Terms.

- d. You acknowledge that while receiving the Journey:
  - i. you will not consume or carry drugs or alcohol in the vehicle;
  - ii. you will not carry or use weapons in the vehicle; and
  - iii. you will not use, incite or encourage violence, sexism, racism or discrimination in any form.
- e. We can provide social features on the Bolt Platform, such as the ability to contact, rate, review or select (if the option is available) the Driver. You must comply with our Acceptable Use Policy when using any of these social features. We can monitor Driver and Passenger communications and intercept these in accordance with the Privacy Notice.

## **14. How to pay**

- a. Bolt will collect a Fare from you for each completed Journey booked through the Bolt Platform and will also collect other costs in accordance with section 12 above if applicable. For card payments, Bolt can pre-authorise payment of a Fare prior to the completion of the Journey.
- b. You authorise Bolt to collect from the credit or debit card (or other accepted means of payment) that you provide details of the Fares incurred via your Account.
- c. Once you have completed a Journey, Bolt will issue a corresponding invoice and (if payment of the Fare has not been pre-authorised) charge the nominated credit or debit card (or other accepted means of payment) for the amount of the Fare.
- d. If, due to no fault of Bolt or the Bolt Platform, Bolt is unsuccessful in collecting a Fare or any other amount from your credit or debit card (or other means of payment), We will inform you and we can recover the payment on your next Journey and/or temporarily disable all or part of your access to the Bolt Platform (without any responsibility to you) until you pay the Fare. This does not affect any other rights and remedies available to Bolt.

## **15. Promotional Codes**

- a. Bolt Parties can send you promotional codes. Promotional code credit can be applied towards payment on completion of a Journey or other features or benefits related to the

service and/or a third party's service and additional promotion terms and conditions can apply. Expiration dates of promotional codes will be shown in-App once you have applied the promo code to your Account.

- b. If your Fare is higher than the promotional credit which applies, the balance will be automatically deducted from your Account. Each promotional code credit can only be used for one journey and cannot be carried over to a next journey / trip and so will be lost.
- c. Bolt Parties can cancel any promotional code at any time for any reason, for example, if any Bolt Party considers that the codes are being used illegally or fraudulently, the codes have been issued by accident, or the codes have expired.

## **16. How we process your data**

Your privacy is important to us. You should read our Privacy Notice (<https://bolt.eu/en-gb/legal/gb/privacy-for-riders/>) to understand how we process information about you.