

THIS AGREEMENT is made on X

**PARTIES:**

1 Dash Rides Limited whose registered office is at Unit W02, 222 Kensal Road, London, W10 5BN, company registration no 11779075 (the 'Owner'); and

2 Peter Pan of Neverland (the 'Customer').

**THE PARTIES AGREE:**

**1. Definitions**

<b>Account</b>	the personal account of the Customer on the DASH Website.
<b>Applicable Law</b>	any law, statute, ordinance, rule, regulation, order or determination of any governmental or regulatory authority or any requirement of any official body (including Her Majesty's Revenue and Customs or any other taxation authority) which is binding on a party.
<b>Business Day</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business..
<b>Business Hours</b>	the period from 9.00 am to 5.00 pm on any Business Day.
<b>Commencement Date</b>	the meaning given in clause 2.4.
<b>DASH Website</b>	the website with the domain name <a href="http://www.dashrides.com">www.dashrides.com</a> , inclusive of any subdomains.
<b>Extended Use</b>	continued possession and use of the Goods on the basis set out in this Agreement.
<b>Extended Use Period</b>	the period during which the Customer may possess and use the Goods, as set out in clause 3.2.
<b>Goods</b>	the goods that form the subject matter of this Agreement, defined at the Equipment in the Hire Agreement

**Hire Agreement**

the agreement number X regulated by the Consumer Credit Act 1974 between the parties in relation to the Goods which has expired or which has been terminated.

**2. Nature and subject matter of this Agreement**

- 2.1. The Customer and the Owner have been parties to the Hire Agreement which has expired or been terminated.
- 2.2. The parties wish to agree a basis on which the Customer can continue to use the Goods after expiry or termination of the Hire Agreement for the Extended Use Period ('Extended Use').
- 2.3. This Agreement sets out the terms of the Extended Use.
- 2.4. This Agreement shall become effective on the date following the expiry, howsoever caused, of the Hire Agreement (the 'Commencement Date').
- 2.5. For the avoidance of doubt, this Agreement does not confer on the Customer any right of ownership of, or title to, the Goods. If the Customer wishes to buy the Goods, he or she can contact the Owner, a price based on current market value can be discussed and (if the parties so wish) a contract for the sale of the Goods can be concluded.
- 2.6. At or around the end of the Extended Use Period, the Owner may contact the Customer to discuss the options as regards the Goods.

**3. Extended Use Period**

- 3.1. The Customer may retain possession of the Goods and use them for the Extended Use Period subject to the terms of this Agreement.
- 3.2. The Extended Use Period shall be a maximum period of six years starting from the Commencement Date. Further details can be within the Customer's DASH account.
- 3.3. On the expiry of the Extended Use Period, and in the absence of any further agreement between the parties, the Owner may by notice require that the immediate right to possession of the Goods reverts to the Owner.
- 3.4. The Owner shall be entitled to revoke the right to possession and use of the Goods at any time by notice in writing to the Customer including if:
  - 3.4.1. The Customer is bankrupt or insolvent;

- 3.4.2. The Customer is in breach of this Agreement in a way in which the Owner reasonably considers to be serious reasonably consider to be serious; and/or
- 3.4.3. The Customer moves outside the United Kingdom.
- 3.5. If the Owner revokes the right of Extended Use of the Goods conferred by this Agreement, the Customer shall make the Goods available for collection by the Owner and shall pay all reasonable expenses incurred by the Owner in collecting the Goods.
- 3.6. If the Customer gives notice to the Owner during the Extended Use Period that the Customer no longer wishes to use the Goods for the Extended Period in accordance with this Agreement, then he or she may give notice to the Owner of this and must thereafter arrange their return at the expense of the Customer.

#### **4. Charges for Extended Use**

For the avoidance of doubt, there shall be no charges or fees payable by the Customer for the Extended Use.

#### **5. Customer's obligations**

- 5.1. The Customer shall:
  - 5.1.1. use the Goods properly and in accordance with Applicable Law;
  - 5.1.2. be solely responsible for loss of, or damage to, or caused by the Goods;
  - 5.1.3. immediately give notice in writing to the Owner of any material loss of, or damage to, the Goods.
  - 5.1.4. keep the Goods properly repaired or maintained;
  - 5.1.5. allow the Owner to inspect the Goods at all reasonable times;
  - 5.1.6. not sell, assign, mortgage, charge or sublet the Goods or any interest in them or the benefit of this Agreement;
  - 5.1.7. not deny, challenge or act in any manner inconsistent with the Owner's rights of ownership of the Goods and/or the arrangements set out in this Agreement.
- 5.2. As an obligation surviving termination of this Agreement, the Customer shall indemnify the Owner in respect of any claims made against the Owner and all damages, costs and

expenses suffered or incurred by the Owner as a result of any third-party claim arising out of the state, condition or use of the Goods or in any way arising out of the Goods being allowed to be used and/or possessed under this Agreement.

## **6. Obligations of the Owner**

6.1. By entering into this Agreement, the Customer confirms that the Goods are currently in his or her possession and he or she is fully aware of their current condition.

6.2. The parties confirm their understanding that as a gratuitous bailment of goods (i.e., an agreement permitting possession and/or use of the Goods without reward or payment) this Agreement is not regulated under the Consumer Credit Act 1974 or the Financial Services and Markets Act 2000.

6.3. The parties confirm their understanding that this Agreement does not constitute an agreement for:

6.3.1. Sale;

6.3.2. Hire;

6.3.3. hire purchase; **or**

6.3.4. Transfer;

of the Goods as such terms are defined in the Consumer Rights Act 2015 ('**CRA**').

6.4. On the basis set out in clause 6.3 (and to the fullest extent permitted by Applicable Law), the parties confirm that no express or implied warranties are given by the Owner under the CRA or any other enactment as to the quality of the Goods, their fitness for any purpose, their correspondence with any description or as to any other matter other than that the Owner is authorised to enter into this Agreement and has sufficient rights of ownership of the Goods to permit their Extended Use in accordance with this Agreement.

6.5. Subject to Applicable Law, all warranties or terms implied by statute are excluded to the fullest extent permitted by Applicable Law.

6.6. Nothing in this Agreement limits or restricts any liability to the extent that it cannot be limited or restricted under Applicable Law including liability for:

6.6.1. death or personal injury caused by negligence; or

6.6.2. fraud or fraudulent misrepresentation.

6.7. The Owner shall be under no obligation to repair or maintain the Goods during the Extended Use Period.

6.8. The Owner shall have no obligation to insure the Goods during the Extended Use Period. The Customer is strongly advised to take out such policies of insurance in respect of the Goods as he or she considers to be appropriate.

## **7. Data protection**

7.1. The Owner shall comply with all data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419UK; the Data Protection Act 2018 and the Privacy and Electronic Communications Directive 2(EC Directive) 2003 as well as all applicable codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator and/or relevant industry body or supervisory authority.

7.2. In addition, the Owner's privacy policy can be viewed [here](#) for information on how the Owner uses personal data.

## **8. Notices**

8.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

8.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given for each party under PARTIES or such other address as each party shall notify the other from time to time.

8.1.2. sent by email to the following addresses (or such other addresses as the parties shall notify each other from time to time for the purposes of this Agreement).

the Owner: [hello@dashrides.com](mailto:hello@dashrides.com)

the Customer: [peter.pan@neverlandmail.com](mailto:peter.pan@neverlandmail.com)

8.2. Any notice shall be deemed to have been received:

8.2.1. if delivered by hand, at the time the notice is left at the proper address; or

- 8.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 8.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 8.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **9. Entire agreement.**

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties and representations in relation to the subject matter of the Agreement. For the avoidance of doubt, it does not extinguish any liability that may have arisen under the Hire Agreement.

## **10. Illegality**

If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

## **11. Governing Law and Jurisdiction.**

- 11.1. The law of England and Wales shall apply to the Agreement, and the parties submit to the jurisdiction of the English and Welsh courts.
- 11.2. The Customer for the exclusive benefit of the Owner submits to the exclusive jurisdiction of the High Court of Justice in England and waives all rights to object to forum.
- 11.3. Nothing in this Agreement shall limit the right of the Owner to take proceedings in any other court of competent jurisdiction or in more than one jurisdiction, whether concurrently or not.

## **12. Interpretation**

In this Agreement unless the context otherwise requires:

- 12.1. words importing any gender include every gender;
- 12.2. words importing the singular number include the plural number and vice versa;

- 12.3. references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 12.4. any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 12.5. the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;
- 12.6. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 12.7. where the word 'including' is used in this Agreement, it shall be understood as meaning including without limitation.
- 12.8. References to writing shall include e-mail.

AGREED by the parties:

Signed by Peter Pan

Signed by Jamie Milroy for and on behalf of Dash Rides Limited

Director