

# Hire Agreement Regulated by the Consumer Credit Act 1974

## Contract Details

Parties to the Hire Agreement:

<b>Agreement Number:</b>	A000001
<b>Owner (‘We’, ‘Us’ or ‘DASH’):</b>	Dash Rides Limited (company number 11779075).
<b>Owner’s address:</b>	Unit W02, 222 Kensal Road, London, W10 5BN
<b>Hirer ( ‘You’):</b>	Name: Peter Pan  Title: Mr  Email: Peter.Pan@neverland.com  Telephone: 01234 567890  Postal Address: Neverland
<b>Delivery Address:</b>	Neverland

## Key Financial Information

### The Equipment

The product selected, as detailed in the table below, together with any accompanying safety or security-related equipment (including, but not limited to, a helmet and a Sold Secure Gold-rated lock), with a total replacement value as shown.

Your Bike Choice	1
Your Helmet Choice	1
Replacement value	£X

**Important:** Where You have elected to receive DASH Flex under this Agreement, the additional terms set out in Annex 1 (DASH Flex Service Terms) shall apply and form part of this Agreement. You are strongly advised to read and ensure You fully understand those terms before proceeding.

### Hire Payments

X monthly payment(s) as detailed in the table below, payable, where possible, by way of gross deduction from Your Salary ('Salary Sacrifice') by Your employer X under its Cycle to Work Scheme. The payments will commence upon Your first monthly Salary payment following Delivery of the Equipment.

Months	Monthly Cost
1 - X	£X
Thereafter for the remainder of the Term	£X

If it is not possible to make payments by Salary Sacrifice, You shall be obliged to make payments by way of net deduction from Your Salary or direct payments by other means - see for example the Terms and Conditions of Equipment Hire ("Terms") at clauses 2.3, 5.5 and 10.4.

Failure to make any payments due under this Hire Agreement could have severe consequences and may make obtaining credit more difficult.

### Other Payments

You must pay the cost of Delivery of the Equipment which is £X. This shall be added to the first monthly payment as detailed above and payable by way of Salary Sacrifice where possible. There may be a further charge for Delivery under clause 6.5 of the Terms if you do not accept Delivery at the agreed time. You may also have to pay the reasonable costs of collection or return of the Equipment (representative amount £X) if you cancel the agreement (see under 'Your Right to Cancel' below).

You may be required to pay a Termination Fee to the Employer if this Agreement has been ended because you cease to be an employee of the Employer while the Agreement is in force. You may also be obliged to pay a Termination Fee in other circumstances set out in the Terms including where you wish to terminate the Agreement on one month's notice before the end of the Minimum Hire Period. The Termination Fee would amount to the lower of the Standard Monthly Hire Payments multiplied by the number of months left until the end of the Minimum Hire Period or £X.

If You have elected to participate in the DASH Flex service under this Agreement, You may also be liable to pay a Misuse Penalty of £500 in the event of a breach of the DASH Flex terms, as detailed in Annex 1. This includes, but is not limited to, use of the DASH Flex credit for non-permitted purposes or allowing third parties to access the service.

The Employer is entitled to settle any outstanding Hire Payments from Your net Salary pay. If this is not possible, the Employer shall require You to settle the outstanding liabilities.

DASH has procured insurance in relation to the use of the Equipment, provided by a third party, as set out in DASH's insurance policy document which is available on request (please note this does not apply to Bike Share or DASH Flex agreements). This insurance contains some cover for the risk of loss, theft, damage or destruction to the Equipment which may be to Your benefit. You are advised to consider whether such insurance is sufficient and appropriate for Your circumstances and to obtain appropriate insurance (at your own cost) to cover the Replacement Value of the Equipment where You deem necessary. The relevant insurer should also be informed of DASH's ownership of the Equipment.

### Variable payments

In certain circumstances, You may be liable to pay changed hire rates. In particular, we may increase Hire Payments after each anniversary of the execution of this agreement by an amount that we consider reflects increases in the Retail Price Index ("**RPI**"). Where this happens, you will be sent any notice required by law.

### Duration of Hire

The Hire Duration shall commence upon the date of Delivery and shall thereafter continue for a minimum period of X months ("Minimum Hire Period") or as otherwise extended. If the Agreement has not been ended by either party at the end of the Minimum Hire Period, it shall continue for Extended Hire Periods (as defined in the Terms) until terminated by either party in accordance with the Terms.

### **Other Information**

You may have to pay compensation if the Equipment is damaged or is lost or stolen, or you do not look after it properly or misuse it - see clause 7 of the Terms.

If you break the agreement you must pay the reasonable costs of enforcing it, including any reasonable legal costs of removing the Equipment and any reasonable legal costs (including any legal costs in any court proceedings) to repossess the Equipment - see clause 7.3 of the Terms).

### **IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements which should have been complied with when this Agreement was made. If these requirements were not met, the owner cannot enforce this Agreement against You without getting a court order.

The Act also gives you a number of rights. You can end this agreement by writing to the person you make your payments to and giving at least one month's notice. In order to do this, the agreement must have been allowed to run for at least 18 months though this may include the period of notice. You will have to make all payments and pay any amounts you owe until the agreement comes to an end.

If You would like to know more about Your rights under the Act, contact either Your local Trading Standards Department, or Your nearest Citizens' Advice Bureau.

**This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.**

Signature of Hirer:

Date of signature:

**Under this agreement the goods do not become your property and you must not sell them.**

Signature on behalf of Dash Rides Limited

Director

On the X which is the date of this Agreement.

### **Your Right To Cancel**

You have a right to cancel this Hire Agreement within the later of:

- 14 calendar days from the date You receive the executed copy of this Agreement under the Consumer Credit Act 1974; or
- 14 calendar days beginning with the day after this Agreement is entered into under the Consumer Contracts Regulations 2013.

You may cancel this Agreement within that period by giving notice to Us. You can do this by: following the appropriate steps within Your DASH Account (which is the easiest way of doing this), emailing us at [cancellations@dashrides.com](mailto:cancellations@dashrides.com) and quoting your Hire Agreement number or contacting us by post or telephone using the contact details in clause 1.5 of the Terms and quoting Your Hire Agreement Number. You can use the cancellation form in the Appendix to do this but You do not have to do so.

By entering into this Agreement, You have indicated that You wish the hire of the Equipment (i.e. Delivery) to start before the end of the cancellation period. If You change Your mind and wish to cancel, you may become liable to pay certain costs and expenses as detailed in clause 12.4 of the Terms.

If You cancel, you may also be charged for the reasonable costs of return or collection of the Equipment – see above under ‘Other Payments’.

If You cancel this Hire Agreement and a Salary reduction has been applied under the Hire Agreement, the Employer will include the pro-rata value of the sum of any Salary reductions made in Your gross Salary for which you have not received the benefit of this Hire Agreement at the next date Your Salary is due to be paid or within 14 days of receiving Your cancellation notice, whichever is earlier.

## Terms and Conditions of the Equipment Hire

These Terms detail Your rights and legal responsibilities. You should read these carefully before submitting Your application to ensure that You fully understand the Terms of the Hire Agreement and any potential liabilities which You will be responsible for.

You are strongly advised to obtain independent legal advice should You have any queries or concerns regarding this Hire Agreement.

These Terms will be accessible via the DASH Website (as defined below), however, You should print off a copy or download and save them to Your computer for future reference.

### Employer Subsidisation

The following table below sets out any subsidisation by Your Employer towards the monthly cost of Your hire of the Equipment. Please note that the use of any promotional and/or discount codes may affect the table below where the Standard Monthly Hire Payments are reduced.

<b>Standard Monthly Hire Payments</b>	£X
<b>Value of Employer Subsidisation</b>	£X
<b>Hire Payments</b>	£X

### Salary Sacrifice Savings Guide

The following table illustrates the gross Salary Sacrifice payments and the potential maximum savings for participants who pay the tax rate You have inputted, where Salary Sacrifice is available. It is Your responsibility to ensure that You enter the correct tax bracket. Savings are dependent on personal taxation and the following table should be used as a guide only.

	Payments (as a X Tax Payer*)
Gross Monthly Salary Reduction	£X
Income Tax Saving	£X
Your National Insurance Contribution (NIC) Saving	£X
Net Monthly Salary Reduction	£X
Net cost to You over X months	£X
Total saving	£X

\*You can find more details on the tax rates used in the above table by clicking [here](#).

## 1. Introduction

- 1.1. The Hire Agreement sets out the basis on which Dash Rides Limited ('We', 'Us' or 'DASH') will make available to You the Equipment as part of the Cycle to Work Scheme which the Employer operates in conjunction with DASH. Under the arrangements with your employer, DASH hires the Equipment to You and facilitates the operation of the Cycle to Work Scheme by Your Employer.
- 1.2. Full details of DASH are as follows: Dash Rides Limited (company number 11779075) whose registered office is at Unit W02, 222 Kensal Road, London, W10 5BN. DASH's registered VAT number is 316924301. DASH is authorised and regulated by the Financial Conduct Authority (with the FCA reference number 926301) under FSMA to carry out regulated consumer hire agreements under which the obligations are not, or are not to be, secured by a legal mortgage on land.
- 1.3. Where You intend to benefit from Salary Sacrifice, the main purpose of hiring the Equipment shall be for Your use on qualifying journeys. Other use of the Equipment, for instance,

pleasure use or use by members of Your family, are permitted provided that the Equipment is mainly used for qualifying journeys. You should review the latest government guidance in place from time to time regarding both the definition of qualifying journeys.

- 1.4. Where You intend to benefit from Salary Sacrifice, this Hire Agreement may also vary Your terms and conditions of employment with the Employer (or cause Your Employer to vary Your terms of employment). It also sets out the terms on which You agree to part of Your gross Salary entitlement being reduced by The Employer in return for a non-cash benefit (i.e. the Equipment). This shall be referred to as Your Salary Sacrifice and further information can be found in clause 5.
- 1.5. By entering into this Hire Agreement, You consent to DASH communicating with You, including for the purpose of administering the Cycle to Work Scheme and/or the Hire Agreement, reminding You to consider insurance, providing You with the Equipment and making You aware of a range of additional services/benefits which The Employer has already agreed with DASH (i.e. repairs and maintenance of the Equipment). If DASH has to contact You, it will so do via the DASH Website, or by telephone or by writing to You or at the email address You provided when creating or updating Your Account. You can contact DASH by telephoning the customer service team at +44 20 3488 5638 or by writing to DASH at [Info@dashrides.com](mailto:Info@dashrides.com) or using the postal address given in clause 1.2.

#### **1.6. Definitions and Interpretation**

<b>Account</b>	Your personal account with DASH set up for the purpose of communications and such other purposes as are set out in these Terms.
<b>Actual Delivery Date</b>	means the date on which Delivery takes place, which shall include collection by You.
<b>Agreed Maintenance Location</b>	means a location as specified by DASH from time to time for the purposes set out in clause 8. Such location may include Your residence, place of work or the premises of a DASH subcontractor.

**Agreement (or Hire Agreement or Consumer Hire Agreement)**

this agreement consisting of the Contract Details, the Key Financial Information, the Other Information and these Terms and Conditions.

**Applicable Law**

means 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 including FSMA and FCA Rules.

**Bike Share**

A service whereby You are granted shared access to a fleet of bikes and/or e-bikes made available by a third-party operator, other than DASH, under their terms and conditions.

**Confirmation Email**

the Consumer Hire Agreement confirmation email sent via DASH as set out in clause 3.6.

**Consumer Contracts Regulations 2013**

the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**DASH Flex**

the service detailed within clause 1.1 of Annex 1 to this Agreement.

**DASH Website**

DASH's website, with the domain name [www.dashrides.com](http://www.dashrides.com).

**Delivery**

delivery of the Equipment to the Delivery Address, which may include Your collection of the Equipment. In the case of a Bike Share agreement, Delivery shall mean the communication of a

voucher or confirmation that Your agreement is live. For DASH Flex agreements, Delivery means the communication of the virtual card details. This definition shall also apply to any reference to “Deliver”.

**Delivery Address**

the address inputted in Your Sign-up Application.

**Employee(s)**

means You or any employee that is employed by the Employer as the context requires. It also includes You if You are a member of the Employer.

**Employer**

means the organisation or company detailed under ‘Hire Payments’ in ‘Key Financial Information’ above or any of its Group Companies as applicable.

**Equipment**

the items of equipment listed under ‘Key Financial Information’ above and all related accessories, manuals and instructions provided for it.

**Extended Hire Periods**

means any extended periods beyond the Minimum Hire Period, as set out in clause 4.

**FCA Rules**

means the Handbook of Rules and Guidance of the Financial Conduct Authority.

**First Visit**

has the meaning given to it in clause 8.4.2

**FSMA**

means the Financial Services and Markets Act 2000.

<b>Good Working Order</b>	operating in accordance with the applicable operating manual for the Equipment and in accordance with Applicable Law.
<b>Group Company</b>	means in relation to a Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.
<b>Hire Duration</b>	means the period for which this Agreement remains in force including any Extended Hire Periods as set out in clause 4.
<b>Hire Payments</b>	the payments made by You via Salary Sacrifice, where possible, for the Equipment as set out in the Key Financial Information and clause 5 of these Terms.
<b>Maintenance Services</b>	the services to be provided in accordance with clause 8, excluding Bike Share and DASH Flex agreements.
<b>Minimum Hire Period</b>	the minimum period for which you hire the Equipment as set out above under 'Duration of Hire' in 'Key Financial Information'.
<b>Replacement Value</b>	the replacement value of the Equipment, as set out in the Contract Details.
<b>Retail Prices Index (or 'RPI')</b>	The retail prices index published from time to time by the UK Office for National Statistics or such other measure of prices or inflation as seems to be

reasonably appropriate to DASH if the RPI is no longer published).

**Salary**

The monetary compensation you receive from the Employer. Where You are a member of the Employer, this shall also include Your drawings from the Employer.

**Salary Sacrifice**

the reductions to Your gross Salary entitlement in return for the Equipment as set out in the Key Financial Information and clauses 2 and 5.

**Second Visit**

has the meaning given to it in clause 8.5.

**Standard      Monthly      Hire  
Payments**

the amount that would be payable by You for the hire of the Equipment without the benefit of any subsidisation offered by Your Employer. This is detailed within the table under the heading Employer Subsidisation at the beginning of these Terms.

**Subsidiary      and      Holding  
Company**

in relation to a company shall mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.

<b>Term</b>	the total duration of the Hire Agreement (including any original Hire Duration, Minimum Hire Periods and any Extended Hire Periods), as set out in clause 4.
<b>Termination Fee</b>	the lower of the Standard Monthly Hire Payments multiplied by the number of months left until the end of the Minimum Hire Period or £X, payable to the Employer on termination as further set out in clauses 10.2, 11.2 and 13.2.
<b>Terms</b>	these terms and conditions of equipment hire, which together with the Contract Details, Key Financial Information and Other Information will govern the Consumer Hire Agreement.
<b>Your Account</b>	means Your Account on the DASH Website.
<b>Your Employer</b>	means the company detailed under 'Hire Payments' in 'Key Financial Information' above or any of its Group Companies as applicable.
<b>Your Sign-up Application</b>	the process which You complete as further described in clause 3 and Your signing this Agreement.

- 1.7. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.8. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.9. A reference to writing or written includes emails.

- 1.10. References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.

## **2. Your eligibility**

- 2.1. The intention behind the Cycle to Work Scheme is for You to take advantage of tax benefits associated with Salary Sacrifice (i.e. exemption from National Insurance contributions and Income tax in relation to the payments made by You under this Agreement).
- 2.2. To be eligible for these exemptions You must:
- 2.2.1. hire cycles and/or related cyclist's safety equipment;
  - 2.2.2. be a UK PAYE taxpayer;
  - 2.2.3. remain in employment with the Employer for the Term; and
  - 2.2.4. use the Equipment for mainly qualifying journeys, although You may use it for personal use also (please see clause 1.3 for guidance).
- 2.3. In the event that You fail to comply with clause 2.2 or the law changes such that the intention of this Hire Agreement can no longer be fulfilled, You will no longer be able to claim the Salary Sacrifice exemption. The Equipment may, therefore, be considered a taxable benefit and be treated accordingly.
- 2.4. You must be aged 18 or over to legally enter into this Hire Agreement and must meet any requirements under Applicable Law and/or the rules of Your Employer's Cycle to Work Scheme.
- 2.5. Your Employer, shall at its sole discretion, determine whether You meet the eligibility requirements contained in this clause and permit You to proceed with this Hire Agreement.

## **3. Ordering the Equipment**

- 3.1. Either DASH shall email you a sign-up link or Your Employer will share a sign-up link with You, inviting You to follow the link to complete Your Sign-up Application.
- 3.2. You should follow the sign-up link and onscreen prompts to complete Your Sign-up Application and sign this Hire Agreement. You may only submit Your Sign-up Application using this method.

- 3.3. DASH's order process allows You to check and amend any errors before submitting Your Sign-up Application to DASH. Please check Your Sign-up Application carefully before confirming it. You are responsible for ensuring that Your Sign-up Application and any information submitted by You is complete and accurate.
- 3.4. Your Sign-up Application is an offer by You to hire the Equipment subject to these Terms.
- 3.5. DASH will process Your Sign-up Application and submit this to the Employer for approval.
- 3.6. Acceptance of Your Sign-up Application (and signature of this Consumer Hire Agreement by DASH) will take place after the Employer submits its approval to DASH. A Confirmation Email will be sent to You together with a copy of the executed Hire Agreement by DASH, at which point the Consumer Hire Agreement will come into existence between You and Us. You will also be able to access the executed Hire Agreement via the DASH Website.
- 3.7. Should Your Sign-up Application not be approved, You will be notified by email by DASH.

#### **4. Hire Duration**

- 4.1. You must select a Minimum Hire Period when submitting Your Sign-up-Application.
- 4.2. By entering into this Hire Agreement, You agree to the Minimum Hire Period You selected in Your Sign-up Application and set out under 'Duration of Hire' in the Key Financial Information above, and this will commence on the Actual Delivery Date (the Hire Duration).
- 4.3. On expiry of the Minimum Hire Period, unless you instruct DASH otherwise, your hire period and the terms of this Agreement will be extended on a rolling basis (Extended Hire Period(s)) but if it does so either party can terminate this Agreement on one month's written notice. No Termination Fee shall be payable if either You or We end the Agreement by one month's notice during any Extended Hire Period after the Minimum Hire Period has expired.
- 4.4. At the end of the Term, howsoever the Agreement is terminated or ended, You shall return the Equipment to DASH without delay in accordance with any instructions given to You by DASH as to its return. If you do not return the Equipment at the end of the Term, the monthly hire fee for the Hire Duration or the Extended Hire Period shall be payable until such time as the Equipment is received.
- 4.5. Pricing changes may apply to any Extended Hire Periods (however they occur) as indicated on the DASH Website at the time.

## **5. Price and payment for Equipment**

- 5.1. The price of the Equipment will be the price indicated on the application pages when You submitted Your Sign-up Application, and confirmed in the Key Financial Information. DASH take all reasonable care to ensure that the price of the Equipment advised to You is correct. However please see clause 5.2 for what happens if DASH discovers an error in the price of the Equipment You apply to hire.
- 5.2. It is always possible that, despite DASH's best efforts, some of the Equipment which can be hired via DASH may be incorrectly priced. DASH will normally check prices before processing Your Sign-up Application but if the correct price at the date of the submission of the Sign-up Application is higher than the price stated to You, DASH will contact You for instructions to proceed at the higher price, or if You would like to withdraw the application on this basis. If DASH accepts and processes the application where a pricing error is obvious and unmistakeable and could reasonably have been recognised by You as a mispricing, DASH may either end the Hire Agreement with You, and refund any sums already paid or vary the Agreement so as to include the appropriate price. DASH or the Employer will contact You if DASH chooses to do so.
- 5.3. In return for the hire of the Equipment, You agree to make the monthly Hire Payments for the Equipment via Salary Sacrifice where possible. Where you are a Director, Member, or Equivalent of the Employer You agree that You shall be liable for the Standard Monthly Hire Payments until such time as they have been received by DASH. In all other cases, You shall be liable for the Hire Payments until such a time as they have been received by DASH.
- 5.4. To be eligible to pay via Salary Sacrifice, You must meet the eligibility requirements detailed in clause 2 of these Terms and, after the application of the Salary Sacrifice, continue to earn at least the National Minimum Wage or National Living Wage (as defined under Applicable Law from time to time) as appropriate.
- 5.5. In the event that, at any point during the Term, either Salary Sacrifice is not applicable or Your Salary falls to a level that would mean that, should the Hire Payment be taken via Salary Sacrifice, Your Salary would fall below the National Minimum Wage or National Living Wage (as appropriate to You), Your Employer must suspend the Hire Payments due to be made via Salary Sacrifice and make the deduction from Your net Salary or from any other amounts owed to You or demand You make payment by other means (meaning that You would lose the potential tax exemptions). You should discuss this with your Employer if notified of it and

contact DASH to discuss your options with regard to the Consumer Hire Agreement (which may include ending this Agreement and returning the Equipment).

- 5.6. If You have any queries regarding how the Salary Sacrifice may impact upon Your pay or other employment benefits, please check with Your Employer before signing this Agreement.

## **6. Delivery of the Equipment**

- 6.1. The costs of Delivery will be as specified under Key Financial Information - Other Payments above.
- 6.2. DASH will contact you with an estimated Delivery date and notify you of Delivery updates via email.
- 6.3. If the supply of the Equipment is delayed by an event outside of DASH's control then You will be contacted as soon as possible to let You know. DASH will take steps to minimise the effect of the delay. Provided DASH does this (and subject to Applicable Law) it will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact DASH by using the details in Your Dash Account, emailing [cancellations@dashrides.com](mailto:cancellations@dashrides.com) (or by using any of the other contact details in 'Your Right to Cancel' above) and quoting Your Hire Agreement number to end the Consumer Hire Agreement and receive a refund for any Equipment You have paid for but not received.
- 6.4. DASH, its representatives or nominated courier shall deliver the Equipment to the Delivery Address detailed in Your Sign-up Application. Upon Delivery, You (in the event that the Delivery Address is not the Employer's address) or the Employer (in the event that the Delivery Address is the Employer's address) will be asked to sign a confirmation of Delivery receipt which will acknowledge the safe receipt of the Equipment. You may also be required to present photographic identification at this time.
- 6.5. If You do not allow DASH access to the Delivery Address (in the event that the Delivery Address is not the Employer's address) as arranged (and You do not have a good reason for this) DASH may charge the Employer and in turn the Employer may charge You additional costs incurred by DASH as a result. If, despite DASH's reasonable efforts, DASH is unable to contact You or re-arrange access to Your Delivery Address then DASH may end the Hire Agreement.
- 6.6. The Equipment will be Your responsibility from the time DASH, its representatives or nominated courier delivers the Equipment to the Delivery Address.

## **7. Your responsibilities**

### **7.1. During the Term:**

- 7.1.1. the Equipment remains the property of DASH and You may not sell, transfer, charge or gain profit from it;
  - 7.1.2. the Equipment must remain within Your sole possession and mainly be used for qualifying journeys;
  - 7.1.3. You will be responsible for any loss or damage to the Equipment (other than as a result of defective Equipment or other breach of Applicable Law by DASH) upon Delivery of the Equipment.
  - 7.1.4. You must maintain the Equipment in accordance with any maintenance instructions provided by DASH;
  - 7.1.5. You must without delay notify DASH of any loss, accident, damage to or defect in the Equipment and allow any examinations and maintenance and repairs work being carried out by DASH or its representatives provided that reasonable notice is given of these and they are arranged for a reasonable time;
  - 7.1.6. You must ensure that the Equipment is operated safely, in a suitable environment, for the purposes for which it is designed, is not altered and in accordance with any instructions provided by DASH and is used in accordance with the law; and
  - 7.1.7. You must permit DASH and/or any of its representatives to inspect the Equipment at the Agreed Maintenance Location at reasonable times.
- 7.2. You must compensate DASH for any costs, losses or expenses it suffers because of Your breach of this Agreement.
- 7.3. If you break this Agreement, you must reimburse DASH for the reasonable costs of enforcing it, including any reasonable costs of removing the Equipment and any reasonable legal costs (including any legal costs in any court proceedings) to repossess the Equipment.
- 7.4. Nothing in this clause 7 shall affect your rights under Applicable Law.

## **8. Maintenance Services**

- 8.1. Where the Equipment does not relate to Bike Share or DASH Flex, we will provide or arrange Maintenance Services for the Equipment. These will not affect Your statutory rights as described in clause 15.2.
- 8.2. The Maintenance Services we will provide or arrange are:
  - 8.2.1. on an annual basis or as otherwise directed by DASH, testing that the Equipment is functional;
  - 8.2.2. making any adjustments as are required to ensure the Equipment remains in Good Working Order; and
  - 8.2.3. replacing any Equipment parts that require replacing;  
  
in relation to the cycle that You hire.
- 8.3. It is Your responsibility to contact us to arrange the annual testing of the cycle. This will normally be due around 12 months after the execution of the Consumer Hire Agreement but it may be more frequent.
- 8.4. Subject to this clause 8, we will use all reasonable endeavours to remedy, free of charge, any material problem with the Equipment which manifests itself during the Term, provided that:
  - 8.4.1. You notify DASH of the problem in writing within 10 Business Days of the problem occurring; and
  - 8.4.2. DASH and/or its maintenance partners are permitted to make a full examination of the cycle at the Agreed Maintenance Location, within 10 Business Days of receiving a notification of an issue under clause 8.1.1 (First Visit);
- 8.5. Subject to clauses 8.1 to 8.4 inclusive, if DASH or its subcontractors discover that the cycle is not in Good Working Order or is in need of repair during the course of providing the Maintenance Services, DASH's representative will use all reasonable endeavours to repair it on the First Visit. If that is not reasonably practicable (or it is not reasonably practicable to do so during Business Hours, where the Agreed Maintenance Location is the Employer's address) DASH's representative shall either arrange for a further visit ("Second Visit") (within Business Hours if applicable) to complete the repair and/or remove or arrange for the removal of the cycle (or part of the cycle, if applicable) for repair at an alternative location.

- 8.6. Subject to the provisions of clauses 8.1 to 8.5 inclusive, in the event that DASH is unable to repair the cycle, it will endeavour to provide similar replacement equipment.
- 8.7. If the reason the Equipment is not in Good Working order or in need of repair arises from any misuse, neglect, alteration, mishandling, unreasonable use or unauthorised manipulation by You or any person other than the authorised personnel of DASH or our maintenance partner, we may require You to pay for all or some of the work required to repair the Equipment or put it back in Good Working Order.
- 8.8. For the avoidance of doubt, the repair of punctures to cycles is not included within the scope of DASH's Maintenance Services.
- 8.9. DASH shall not be liable for any delay in providing the relevant Maintenance Services (or any of them) if in DASH's reasonable opinion it needs to remove the Equipment (or part of the Equipment, if applicable) for repair at an alternative location and You unreasonably refuse this request.
- 8.10. You shall ensure that DASH's representatives have full and free access to the Agreed Maintenance Location and to the Equipment and to any records of its use kept by You and shall provide them with adequate and safe working space and facilities as are reasonably required from time to time. Where the Agreed Maintenance Location is the Employer's address, we shall require this of the Employer.

## **9. Lost or stolen equipment**

- 9.1. You shall bear the entire risk in relation to the Equipment being lost, stolen or damaged at any point during the Term (following Delivery).
- 9.2. If the Equipment becomes unusable by You as a result of any of the events referred to in clause 9.1, You will remain liable to continue making the Hire Payments for the remainder of the Term.
- 9.3. You are strongly advised to consider whether you require relevant insurance policies for the Equipment (at your own cost). Where you deem such insurance necessary, you shall ensure as a minimum the cover meets the Replacement Value of the Equipment. The relevant insurer should also be informed of DASH's ownership of the Equipment.
- 9.4. DASH has procured insurance in relation to the use of the Equipment, provided by a third party, as set out in DASH's insurance policy document which is available on request. This

insurance contains some cover for the risk of loss, theft, damage or destruction to the Equipment which may be to Your benefit. It is therefore highly recommended that you review DASH's insurance policy document and adhere to the terms and conditions set out in it. The exact coverage provided by this insurance is subject to change at the reasonable discretion of DASH or as necessitated by changes in market conditions and DASH will notify You of any changes. However, for the avoidance of doubt, the consequences of clause 9.1 are that, in the event the prevailing terms of such insurance are not complied with or DASH determines (in its discretion) no claim will or can be made under DASH's insurance policy, You will (subject to Your rights under Applicable Law) remain liable for any loss, theft, damage or destruction of the Equipment in accordance with this clause 9.

## **10. Absence from work**

- 10.1. Your monthly hire fees will continue to accrue throughout any periods of absence from work ("Accrued Fees").
- 10.2. Your Hire Payments will not be suspended as a result of your absence from work unless:
  - 10.2.1. Your Employer elects not to demand payment by other means in line with clause 5.5; and
  - 10.2.2. Either of the below is true:
    - 10.2.2.1. Salary Sacrifice is not available (i.e. You are receiving statutory sick pay maternity pay); or
    - 10.2.2.2. You are paid less than the National Minimum Wage or National Living Wage (as appropriate) as defined in Applicable Law from time to time and do not qualify for Salary Sacrifice.
- 10.3. In the event Your Hire Payments have been suspended in line with clause 10.2, Your Employer may determine at its discretion (subject to Your agreement to this to the extent that Your agreement is legally required) that the Accrued Fees will, on Your return to work, be paid by way of deduction in monthly instalments in addition to Your usual monthly Hire Payments (with the effect being Your monthly Salary Sacrifice reductions shall be increased by an amount such that all the Accrued Fees shall be repaid by the end of the Hire Duration).
- 10.4. In the event, howsoever caused, You have not yet completed all of the Hire Payments, inclusive of any Accrued Fees by the end of the Hire Duration, the Employer may deduct any

outstanding monies owed from Your net Salary or from any other amounts owed to You or demand You make payment by other means (for the avoidance of doubt, You will not be entitled to tax exemption on this payment).

- 10.5. In the event that You do not return to work after Your period of absence for any reason, the Employer may charge You for the Accrued Fees. You may also be liable to pay the Termination Fee under clause 11.

## **11. End of employment**

- 11.1. If Your employment with the Employer ends prior to the conclusion of the Term, You will no longer be able to claim the tax exemption. We will also be entitled to end this Agreement in accordance with Applicable Law.
- 11.2. In the event that the Agreement is ended in accordance with clause 11.1, if there are any outstanding Hire Payments due under the Agreement, the Employer may charge You the Termination Fee and any Accrued Fees. You must also immediately return the Equipment to DASH.
- 11.3. Once DASH has received the Equipment, it will then contact You to discuss Your options.

## **12. Employee's cancellation rights**

- 12.1. You may cancel this Agreement:
- 12.1.1. within 14 calendar days from the date You receive the executed copy of this Agreement under the Consumer Credit Act 1974; or if later
  - 12.1.2. within 14 calendar days beginning with the day after this Agreement is entered into under the Consumer Contracts Regulations 2013.
- 12.2. You must give notice of cancellation to DASH. You can do this by: following the appropriate steps within Your DASH Account (which is the easiest way of doing this), emailing [cancellations@dashrides.com](mailto:cancellations@dashrides.com) and quoting Your Hire Agreement number, or by telephone or post using any of the contact details in clause 1.5. You may do this by using the cancellation form at Appendix 1 but you do not have to do so.
- 12.3. If You cancel this Agreement and a Salary reduction has been applied to Your Salary, the Employer will include the pro-rata value of the sum of any Salary reductions made in Your

gross Salary for which you have not received the benefit of this Hire Agreement at the next date Your Salary is due to be paid.

- 12.4. You may be charged for a proportionate amount of the hire up to the time we receive Your notice of cancellation.
- 12.5. If You cancel the agreement, You may be charged for the reasonable costs of collecting or returning the Equipment.

### **13. Your termination rights**

- 13.1. In the event that You no longer have the right to cancel (because the cancellation periods in clause 12.1 have expired), You may still be able to end the Hire Agreement. If You want to do so, You must provide DASH with one month's written notice of Your intention to terminate. You can do this by following the appropriate steps within Your DASH Account or by emailing [cancellations@dashrides.com](mailto:cancellations@dashrides.com) and quoting Your Hire Agreement Number. If you end the Agreement by one month's notice expiring before the end of the Minimum Hire Period, however, you must pay the Termination Fee to Your Employer.
- 13.2. In the event that You terminate this Agreement in accordance with clause 13.1 and there are any outstanding Hire Payments due, the Employer may also charge You a Termination Fee.
- 13.3. You must immediately arrange for the return of the Equipment to DASH on termination, following any necessary steps as instructed by DASH.

### **14. DASH's termination rights**

- 14.1. DASH may end this Agreement by giving you written notice in accordance with Applicable Law if:
  - 14.1.1. You are bankrupt or insolvent;
  - 14.1.2. You are in breach of this Agreement in a way which we reasonably consider to be serious; or
  - 14.1.3. You move outside the United Kingdom.
- 14.2. We may also end the Agreement if DASH's arrangement with Your Employer to facilitate the operation of the Employer's Cycle to Work Scheme ends. In this case, we would always

endeavour to contact You to inform You of options and would aim to treat you fairly. This is dealt with in more detail in clause 19.1.1.

- 14.3. We may also end the agreement out of choice subject to Applicable Law. Where we choose to exercise this right, we will give you written notice as required under Applicable Law.

## **15. DASH's responsibility for loss or damage suffered by You**

- 15.1. If DASH fails to comply with these Terms, it is responsible for loss or damage You suffer that is a foreseeable result of it breaking this Hire Agreement or its failing to use reasonable care and skill, but DASH is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both DASH and You knew it might happen, for example, if You discussed it with DASH during the application process.
- 15.2. DASH does not exclude or limit in any way its liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the Equipment including the right to receive products which are: as described and match the information provided to You and any sample or model seen or examined by You; of satisfactory quality; fit for any particular purpose made known to You; supplied with reasonable skill and care, and for defective products under the Consumer Rights Act 2015; and/or breach of FCA Rules.

## **16. Data protection**

- 16.1. By entering into this Hire Agreement You are authorising DASH and your Employer to share Your personal data with each other for the purpose of providing the Equipment and ancillary services. DASH and Your Employer shall at all times comply with the relevant data protection legislation, including but not limited to, the UK Data Protection Legislation: all applicable 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.

- 16.2. You grant DASH a general authorisation to appoint third-parties as sub-processors of Personal Data to support the provision of the Equipment, including data centre operators, cloud-based software providers, and other outsourced support and service providers. DASH confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which DASH confirms and will continue to reflect the requirements of the Data Protection Legislation.
- 16.3. In addition, You can view DASH's privacy policy [here](#) for information on how we use personal data.

## **17. Complaints and regulatory details**

- 17.1. Dash Rides Limited is authorised and regulated by the Financial Conduct Authority under number 926301 under FSMA and DASH's registered office is at Unit W02, 222 Kensal Road, London, W10 5BN. In the first instance, please direct any complaints to DASH.
- 17.2. If you have any questions or complaints about the Equipment, please contact DASH. You can telephone DASH's customer service team at +44 20 3488 5638 or write to DASH at [info@dashrides.com](mailto:info@dashrides.com).
- 17.3. DASH, in conjunction with the Employer where appropriate, will try to resolve your complaint as quickly as possible. If this does not resolve your complaint, you may be able to refer your complaint to the Financial Ombudsman Service ("FOS") for independent assessment. FOS is a free and independent organisation that specialises in settling disputes between clients and financial firms, including consumer hire firms. Contact details for FOS are:

Financial Ombudsman Service, Exchange Tower, London E14 9SR.

## **18. Changes to this Agreement**

- 18.1. This Agreement may be changed by written notice to you in accordance with any Applicable Law:
- 18.1.1. To reflect changes in Applicable Law;
- 18.1.2. To implement minor technical adjustments and improvements;
- 18.1.3. Where DASH reasonably considers: (i) that the change would make the terms easier or fairer to You and/or (ii) the change would not be to your disadvantage;

- 18.1.4. To change the hire charges where the DASH reasonably considers it necessary to cover any increased cost or risk of hiring the Equipment to you. In particular, we may increase Hire Payments after each anniversary of the execution of this agreement by an amount that we consider reflects increases in the Retail Prices Index ("RPI").

## **19. Other important terms**

### **19.1. DASH's contract with Your Employer**

- 19.1.1. In the event the Employer's contract with DASH under which DASH facilitates the operation of the Cycle to Work Scheme for the Employer is terminated, DASH will contact you to discuss the options which may include:

19.1.1.1. DASH may in its absolute discretion give you an opportunity to continue to hire or use the Equipment. If you wish to continue to hire the Equipment, You will be required to pay DASH the Standard Monthly Hire Payments via direct debit and may not benefit from the tax benefits of the Scheme.

19.1.1.2. DASH may in its absolute discretion give you an opportunity to buy the Equipment (but this may have tax implications for You which You may wish to consider); but

19.1.1.3. If You do not agree to any alternative, as it may be offered, as referred to in clauses 19.1.1.1. or 19.1.1.2, then the Hire Agreement will be ended.

### **19.2. Assignment and delegation**

19.2.1. Subject to clause 19.2.2, the parties to this Hire Agreement may not otherwise assign, transfer or charge any of their rights or obligations under this Hire Agreement.

19.2.2. To the extent permitted by Applicable Law, DASH may delegate any of its powers or functions under this Agreement to a Group Company or appoint a Group Company as its agent for the purposes of this Agreement.

### **19.3. Entire agreement**

This Hire Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties and representations.

**19.4. Variation**

Subject to clause 18.1, these Terms may not be amended unless any changes are recorded in writing and agreed by both parties (or their authorised representatives).

**19.5. Third-party rights**

Unless it expressly states otherwise (including in clause 18.1.3) this Hire Agreement does not give rise to any rights for a third party to enforce any contractual term of this Hire Agreement. You should note, however, that where this Agreement provides that any amount may be payable to DASH, it may equally be demanded by (and will be payable to) Your Employer and vice versa.

**19.6. Severance**

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**19.7. Governing law and jurisdiction**

19.7.1. This Hire Agreement and any dispute arising under it shall be governed by the laws of England and Wales. The courts of England and Wales shall have jurisdiction to hear any disputes. If You live in Scotland, you or we can also bring legal proceedings in respect of the Agreement in the Scottish courts. If You live in Northern Ireland you or we can also bring proceedings in respect of the Agreement in either the Northern Irish or the English courts.

19.7.2. English law will also apply to the establishment of relations with you before the conclusion of this Agreement. The information and terms and all communications relating to the Agreement shall be in English.

## Annex 1

### 1. DASH Flex Service Description

- 1.1. **DASH Flex** is a service provided under this Agreement whereby You are issued a Virtual Card loaded with a specified monetary credit (the amount of which is set out in the Agreement or Contract Details) for use exclusively with certain third-party bicycle and e-bike sharing services. The DASH Flex service gives You shared access to bikes and e-bikes operated by third-party providers under their own terms of service, using the credit allocated on the Virtual Card. The Virtual Card and credit provided through DASH Flex are to be used only as described in this Annex and not for any other purpose.
- 1.2. **Virtual Card** means a digital or virtual payment card issued to You by or on behalf of DASH for the purposes of the DASH Flex service. The Virtual Card will be pre-loaded with the Monthly Credit (defined below) and is restricted for use solely with Approved Providers' services. It is not a physical card, but it functions as a payment method for permitted transactions. Details of the Virtual Card (such as card number, expiration date, and security code) will be provided to You and must be safeguarded as set out in these terms.
- 1.3. **Monthly Credit** means the monetary credit allowance provided to You on a monthly basis under the DASH Flex service. The amount of the Monthly Credit is specified in The Equipment section of the Key Financial Information. The Monthly Credit is loaded onto the Virtual Card and can be used to pay for Permitted Services from Approved Providers during that month.
- 1.4. **Approved Providers** means the third-party bike and e-bike share service operators that have been authorised by DASH for use with the DASH Flex Virtual Card. The credit loaded on the Virtual Card may be used only with these providers. Approved Providers as of the commencement of this Agreement include (but are not limited to): Lime, Human Forest, Dott, Tier, Santander Cycles, and Beryl. DASH may update the list of Approved Providers from time to time. An official, up-to-date list of all current Approved Providers, as well as any specific usage guidelines or restrictions for each, will be maintained on the DASH Website ([www.dashrides.com/dash-flex-policy](http://www.dashrides.com/dash-flex-policy)). You agree that it is Your responsibility to consult the DASH Website for the latest list of Approved Providers before using the Virtual Card.
- 1.5. **Permitted Services** means the bike and e-bike sharing services operated by the Approved Providers which are eligible to be paid for using the Virtual Card and Monthly Credit. Permitted Services include rentals or access fees for bicycles or e-bikes from the Approved

Providers' sharing schemes, in accordance with those providers' terms and conditions. The Virtual Card and Monthly Credit may not be used for any other goods or services (for example, it cannot be used for purchases outside of the Approved Providers' bike/e-bike hire charges, nor for any cash withdrawals or non-bike-related transactions). Use of the Virtual Card for anything other than Permitted Services with Approved Providers is a breach of these terms and will be treated as Misuse (defined in clause 5 below).

- 1.6. **Misuse Penalty** means a fixed charge of £500 (five hundred pounds sterling) that may be imposed on You by DASH in the event You are found to have misused the DASH Flex service or violated the terms of this Annex, as described in clause 5.4. The Misuse Penalty is a one-time contractual charge intended to cover the costs and losses to DASH resulting from improper use of the Virtual Card or DASH Flex credit by You. You acknowledge that this Misuse Penalty may be charged to You if an investigation confirms misuse or breach of these DASH Flex terms.

## 2. Provision and Use of Monthly Credit

- 2.1. **Monthly Allocation:** During the term of Your participation in DASH Flex, We will provide You with the Monthly Credit on a recurring monthly basis. The credit will be loaded onto Your Virtual Card at the start of each monthly period (or on such regular monthly date as specified by Us) and will be available for You to spend on Permitted Services with Approved Providers. We reserve the right to adjust the timing of the credit allocation (for example, aligning it with calendar months or billing cycles) and the amount of credit (if agreed separately or adjusted by mutual agreement or promotion), but any such amount will be as specified in the Agreement or notified to You in advance.
- 2.2. **Non-Rollover of Credit:** The Monthly Credit is subject to a strict "no-rollover" policy. This means that any portion of the Monthly Credit that You do not use by the end of the relevant monthly period will expire and will not roll over into the next month. Unused funds do not carry over from month to month. At the end of each monthly period, any remaining unused credit on the Virtual Card will be forfeited and reset to zero (aside from any separate credit to be loaded for the next month). You will have no right to reimbursement, refund, or any form of compensation for expired unused credit. Each month, Your Virtual Card will be topped up only with the new Monthly Credit allocation for that month, regardless of the amount (if any) unused in the prior month.
- 2.3. **No Cash Value & Non-Transferability of Credit:** The Monthly Credit is a benefit provided as part of the DASH Flex service and is not redeemable for cash or any cash equivalent. You

cannot withdraw the credit as cash, transfer the credit to another card or person, or use the credit for any purpose other than paying for Permitted Services from Approved Providers. If You attempt to use the Virtual Card for a transaction outside the scope of the Approved Providers or Permitted Services, the transaction may be declined. Even if such a transaction inadvertently succeeds, it will still be considered an unauthorised use and a breach of this Annex. You have no property right in any unused credit once it expires, and DASH has no obligation to compensate You for any unused credit.

- 2.4. **Changes to Credit Scheme:** We reserve the right to make reasonable changes to the Monthly Credit scheme (such as the card provider) in accordance with the terms of the Agreement and Applicable Law. We will give You notice of any such changes as required. Unless and until such changes are made, the above rules (including expiry of unused credit each month) will apply throughout Your use of DASH Flex.

### 3. Permitted Use – Approved Providers Only

- 3.1. **Exclusive Use with Approved Providers:** Your Virtual Card and the Monthly Credit loaded on it may be used exclusively to pay for services from Approved Providers. You must not use (and must not attempt to use) the Virtual Card or any portion of the credit for any merchants, services, or providers other than the Approved Providers listed in clause 1.4 (as updated on the DASH Website). In practice, the Virtual Card will be configured or restricted so that it should only function for transactions with those Approved Providers' systems or apps. If You have any doubt whether a particular service provider is approved, it is Your responsibility to check the current list of Approved Providers before using the Virtual Card. Using the DASH Flex credit with any provider not on the approved list is strictly prohibited.
- 3.2. **Website for Current Providers:** For clarity and avoidance of doubt, DASH will maintain an updated list of all Approved Providers on its website (see clause 1.4). The website will also outline any specific instructions on how to use the Virtual Card with each provider (for example, entering the card into the provider's app as a payment method). We may from time to time add new providers to the Approved Providers list or remove existing ones. We will endeavor to notify You of significant changes to the provider list (for example, by email or through Your DASH account), but it remains Your responsibility to consult the online list. Transactions with any provider that has been removed from the Approved Providers list (after You were notified or after the list was updated on the website) will no longer be permitted under this Annex.

- 3.3. **No Other Usage:** The Virtual Card is provided solely to facilitate Your use of bike share and e-bike share services from Approved Providers in accordance with this Annex. You must not use the card for any other purpose. In particular, You must not use it to purchase goods or services that are not the bike/e-bike sharing services (for example, you cannot use it to buy merchandise, food, or any other product from an Approved Provider or elsewhere), and You must not use it for any kind of illegal transaction, gambling, or any other use not expressly allowed. Any such misuse constitutes a breach of these terms. You understand that the card is a closed-loop or restricted-use card, and any attempt to circumvent its intended use (such as attempting to convert credit to cash, or using the card with non-approved vendors) is prohibited.
- 3.4. **Transaction Limits and Compliance:** You agree to use the Virtual Card in compliance with any usage guidelines we provide. This may include adhering to any transaction limits (e.g., maximum spend per transaction or per day if applicable), security measures, or verification steps required by either DASH or the Approved Provider. All uses of the Virtual Card must comply with the providers' terms (for example, you must follow the bike share provider's rules for renting and returning bikes, age or safety requirements, etc., as those are separate terms between You and the provider). DASH is not responsible for any provider declining acceptance of the Virtual Card due to suspected fraud or technical issues, but We will reasonably assist in resolving legitimate transaction issues related to the card if You contact Us.

#### **4. Personal Use Only – No Sharing of Card or Account**

- 4.1. **Named Individual Use:** The Virtual Card and the DASH Flex credit are issued to You as the named Hirer personally, and all use of the card must be by You and for Your own use of the Permitted Services. You agree that You will be the sole user of the Virtual Card. You must not lend, gift, sell, or otherwise allow any other person to use the Virtual Card or the DASH Flex credit (this includes family members, friends, co-workers, or any other third party). The DASH Flex service is intended for Your personal transportation usage only, and is not transferable.
- 4.2. **Security of Card Credentials:** You must keep the Virtual Card credentials (such as the card number, expiration date, CVV code, any PIN or password, and any mobile app or account login that accesses the card) secure and confidential at all times. Treat the Virtual Card information with the same care as You would a physical credit or debit card or any sensitive financial information. Do not share the card details with anyone else, and do not post or write them down in any unsecured or public manner. If You need to input the card details into an

app or website of an Approved Provider, ensure that You do so only within that provider's official platform and not on any untrusted devices or sites. You are fully responsible for maintaining the confidentiality of the card information.

- 4.3. **Liability for Unauthorised Use:** Because the DASH Flex Virtual Card is issued for Your personal use, You will be responsible for all charges made with the card until and unless You have notified Us that the card has been compromised (see clause 4.4 below). If You knowingly or negligently allow another person to use Your Virtual Card (for example, by sharing the card number or by letting someone log into your DASH Flex or provider account to use the credit), You will be fully liable for all charges they incur, and such conduct will be treated as a serious breach of this Agreement. All usage must be by You alone. Any indication that multiple individuals are using the DASH Flex credit under Your account (for example, overlapping bike rentals in different locations that You could not personally be doing) will be flagged as potential misuse (see clause 5).
- 4.4. **Duty to Report Loss or Misuse:** If You suspect that Your Virtual Card details have been lost, stolen, or compromised, or if You become aware of any unauthorised use of the Virtual Card (for instance, if Your phone with the card information is stolen), You must notify Us immediately. You can contact Us through the DASH customer service channels provided in the Agreement to report such issues. We may freeze or cancel the Virtual Card to prevent further misuse and issue a replacement or new credentials as appropriate. Prompt notification may help to avoid the Misuse Penalty if we determine the issue was truly beyond Your control; however, failure to promptly inform Us of suspected unauthorised use may be considered negligence on Your part.
- 4.5. **No Sharing of Login:** In addition to not sharing the card itself, You must not share access to Your DASH account or the accounts You use with Approved Providers. The Virtual Card might be stored in Your personal accounts with providers (for example, in the app of a bike share service). Keep those account logins private. Allowing someone else to log into your account to use a bike or e-bike on your behalf is also considered misuse of the DASH Flex service. You confirm that You understand that all usage must be by You, and any deviation from this (such as letting others use your credit or rides) is forbidden.

## 5. Monitoring, Misuse Prevention and Enforcement

- 5.1. **Usage Monitoring Rights:** You agree that DASH has the right to monitor Your use of the Virtual Card and the DASH Flex credit to ensure compliance with these terms. This monitoring may include, without limitation, reviewing transaction records to see where and

when the Virtual Card is being used, analysing usage patterns (e.g., frequency and locations of bike rentals), and checking such data against Your identity and known usage (for example, ensuring the transactions correlate to Your location or usual travel route). We may also receive reports or alerts from the Approved Providers or the card issuer if there is suspected irregular activity on the card. By using DASH Flex, You consent to such monitoring of usage. We will handle any data obtained in accordance with our privacy policy and Applicable Law, but subject to that, You acknowledge that Your DASH Flex transactions are not private from Us and may be audited.

- 5.2. **Suspicion of Misuse:** “Misuse” of the DASH Flex service includes any use of the Virtual Card or Monthly Credit that is not in accordance with this Annex or the intended purpose of the service. This includes (but is not limited to) using the Virtual Card for transactions with non-Approved Providers, allowing others to use Your card or credit, attempting to extract cash or value from the credit other than for permitted bike/e-bike hires, engaging in fraudulent or deceptive conduct with the card, or violating the usage guidelines of an Approved Provider in a way that involves the DASH Flex credit. If We suspect that a misuse has occurred or is occurring – for example, unusual patterns like extremely high spending in a short time, use in a location far from Your home or work without explanation, or direct evidence of shared usage – We may take immediate steps to investigate and prevent further misuse.
- 5.3. **Investigation and Cooperation:** In the event of suspected misuse, You must cooperate fully with any investigation that We carry out. We may contact You to provide information or explanation regarding specific transactions or usage patterns. You agree to respond promptly and truthfully to any such inquiries. As part of our investigation, We may take one or more of the following actions (as appropriate to the circumstances and to the extent permitted by law and the Agreement):
- **Transaction Review:** We may review and obtain details of the transactions made with Your Virtual Card, including dates, times, locations, and the identity of the provider where the card was used. We may also ask You to clarify or verify particular transactions (for example, confirming whether You undertook a certain ride or rental at a given time).
  - **Additional Information:** We may require You to provide written statements or answers regarding the usage in question. This could be in the form of a questionnaire or a formal written response explaining, for instance, how only You had access to the

card or why a transaction appears irregular. We might also ask for supporting evidence if relevant (e.g., proof of travel if usage was in a distant city, etc.).

- **Account Suspension:** We reserve the right to temporarily suspend Your Virtual Card or DASH Flex service while an investigation is ongoing. A suspension might mean that no further credit is loaded or that transactions will be blocked until the matter is resolved. This is to prevent potential ongoing misuse. We will notify You if a suspension is put in place. During suspension, You would not be able to use the DASH Flex credit, but your other obligations under this Agreement (including any equipment hire payments, if applicable) remain in effect.
- **Other Preventative Measures:** We may take other reasonable actions such as resetting your Virtual Card credentials (issuing a new card number) or requiring you to change passwords, if we believe the credentials have been compromised. We may also coordinate with the Approved Providers involved to ensure any improper access to their services is halted.

5.4. **Determination of Breach:** After our investigation, if We conclude that You have misused the DASH Flex service or otherwise materially breached the terms of this Annex, We will inform You of this outcome in writing (which may be by email). In such a case, We are entitled to take enforcement actions as set out in this clause. One such remedy is the imposition of a Misuse Penalty. If a breach or misuse is confirmed by Us, We may charge You the Misuse Penalty of £500. This £500 charge will become immediately due and payable by You upon our notification to You that the Misuse Penalty has been applied. We may, at our discretion, invoice You for this amount or charge it by any payment method You have on file with Us (for example, via direct debit or through salary deduction if applicable and permissible). The Misuse Penalty is intended to compensate DASH for the administrative costs and losses associated with investigating and dealing with the misuse, and is not intended to be punitive, but You acknowledge that £500 is a significant sum meant to deter violations. Imposing the Misuse Penalty does not limit Our right to seek additional remedies for the breach (for example, claiming damages if the misuse caused losses exceeding £500, or pursuing injunctive relief to prevent further misuse), except that We will not seek to recover the same losses twice.

5.5. **Termination for Misuse:** In cases of deliberate misuse, fraud, or other serious breach of these DASH Flex terms, We reserve the right to terminate the Agreement and Your participation in the DASH Flex service with immediate effect. “Deliberate misuse” means You intentionally used the DASH Flex credit in a prohibited way (for example, knowingly letting

others use it, or trying to game the system), as opposed to an accidental or good-faith mistake. If we determine, acting reasonably and based on evidence from the investigation, that Your misuse was deliberate or that You have seriously or repeatedly breached this Annex, We may terminate this Hire Agreement (or, if applicable, terminate solely the DASH Flex portion of the Agreement if the structure of the contract allows). Termination will be done by written notice to You. In the event of such termination, You will no longer be entitled to use the DASH Flex service or any remaining credit (which will be forfeited). Termination for misuse is in addition to the Misuse Penalty – for example, We may both terminate the Agreement and charge the £500 Misuse Penalty, if appropriate. We may also report fraudulent activities to law enforcement or take legal action separately if the circumstances warrant.

- 5.6. **Notice and Appeals:** If We decide to impose a Misuse Penalty or terminate the Agreement due to misuse, we will notify You in writing (including email). That notice will outline the reason for our decision (in general terms) and the effective date of termination (if applicable) and will include any demand for payment (such as the Misuse Penalty). If You believe Our decision is based on a mistake of fact or there are extenuating circumstances, You may respond to Us in writing within 14 days of the notice to provide any additional information or to appeal the decision. We may, at our discretion, review any new information You provide and decide whether to revoke or adjust the penalty or termination. However, unless and until we notify You of any change in decision, the original decision stands and is enforceable. This does not affect any statutory rights You may have (for example, your right to refer disputes to the Financial Ombudsman Service or to seek remedies in court if applicable).

## 6. Third-Party Services – No DASH Warranty or Insurance

- 6.1. **Third-Party Responsibility:** You acknowledge that the bikes, e-bikes, and related sharing services accessed via the DASH Flex credit are not owned or operated by DASH. The role of DASH in the DASH Flex service is limited to providing You with the payment mechanism (the Virtual Card with Monthly Credit) and facilitating Your ability to pay for those third-party services. Each time You use DASH Flex to unlock or rent a bike or e-bike from an Approved Provider, You are entering into a usage arrangement with that third-party provider under their terms and conditions (for example, the rental agreement or user terms You accept in the provider's app). DASH is not a party to that transaction; we do not operate the bikes or e-bikes, and we do not have control over the condition, safety, availability, or legality of the Provider's services. As such, all responsibility for the provision and operation of the bike/e-bike service lies with the Approved Provider. This means, for instance, that the

provider is responsible for ensuring the bike is functional and safe, and the provider is responsible for any customer service issues during your ride (such as billing disputes, ride malfunctions, accidents, or injuries).

- 6.2. **No Insurance by DASH:** Under this Agreement (and specifically under the DASH Flex service), DASH does not provide You with any insurance coverage for Your use of third-party bikes or e-bikes. This means that You are not insured by DASH for any loss, damage, theft of the bike/e-bike, or for any personal injuries or third-party injuries or damages that may occur during Your use of a bike/e-bike obtained through an Approved Provider. Any insurance or protection against accidents, damage, or liability must come from either the Approved Provider (some providers may offer insurance or damage waivers under their own terms) or from Your own personal insurance arrangements. It is Your responsibility to understand what coverage is or isn't provided by each Approved Provider when you use their service, and to obtain any additional insurance You deem necessary. DASH will not compensate You for any costs or liabilities arising from incidents that occur while You are using a third-party provider's bike or e-bike.
- 6.3. **No Maintenance or Warranty by DASH:** Because the bikes and e-bikes You access are not DASH's property, DASH is not responsible for maintaining them or ensuring their quality or fitness for purpose. We do not provide any warranty as to the condition or performance of any third-party provider's equipment. For example, if a bike rented via an Approved Provider malfunctions or is not available, that is solely an issue between You and the provider. You should report any problems to the provider through their app or customer service. DASH does not service or repair third-party bikes, and is not liable for any failures of the equipment. Furthermore, DASH makes no guarantee that any particular Approved Provider's service will be available at any given time or location. The availability of bikes/e-bikes depends on the providers.
- 6.4. **Liability for Provider Services:** To the maximum extent permitted by law, DASH shall not be liable for any death, personal injury, damage, or loss suffered by You or others arising from Your use of any bike or e-bike obtained through an Approved Provider using DASH Flex. The only exception to this is where such injury or loss is directly caused by a breach of this Agreement by DASH or by our negligence; however, since DASH is not involved in the operation of the bikes/e-bikes, it is unlikely that any issue with the ride would be due to DASH's actions. Any claims or issues arising from the ride (such as an accident due to a bike defect, or a charge dispute for a ride) must be directed to the Approved Provider. This clause does not affect any rights or remedies You have against the Approved Provider under their

contract with You or under law. It simply clarifies that DASH is not responsible for the third party's performance.

- 6.5. **Compliance with Provider Terms:** You agree that when using the DASH Flex credit to obtain a bike/e-bike from an Approved Provider, You will abide by all the rules and terms of use of that provider. This includes, for example, any requirements to wear a helmet or follow traffic laws, age or weight restrictions, returning the bike to designated stations or zones, maximum rental durations, late fees, damage fees, etc. Your use of the provider's service via DASH Flex is subject to the same conditions as if You were using that service outside of DASH Flex (only the payment method differs). If You violate a provider's terms (for example, by damaging a bike or not following safety rules), the provider may enforce penalties or charges against You under their contract, and DASH is not responsible for those. Additionally, if an Approved Provider notifies us that You have misused their service or violated their terms in connection with DASH Flex usage, we reserve the right to review that as a possible misuse of DASH Flex on Your part. Serious misconduct with a provider (for example, vandalism of bikes, or fraudulent activities) may lead to Your removal from the DASH Flex program as well, at Our discretion.

## 7. General and Integration

- 7.1. **Incorporation into Agreement:** This Annex 1 constitutes an integral part of the Hire Agreement regulated by the Consumer Credit Act 1974 between You and DASH. These DASH Flex Service Terms are additional terms that apply if You have opted to use the DASH Flex service as part of Your Agreement. By signing the Agreement and using DASH Flex, You agree to comply with this Annex 1 in addition to all other terms and conditions of the Agreement. Except as modified by this Annex, all provisions of the main Agreement (including definitions, obligations, and remedies) remain in full force and effect and apply to the DASH Flex service.
- 7.2. **Hierarchy:** In the event of any conflict or inconsistency between the terms of this Annex 1 and the terms in the main body of the Hire Agreement or any other Schedule/Annex, the provisions of this Annex 1 shall prevail but only with respect to the DASH Flex service. For example, if the main Agreement contains general provisions about use of "Equipment" or maintenance or insurance that conflict with the specific clauses in this Annex regarding third-party bike share services, then this Annex's terms will govern for the DASH Flex portion. Otherwise, the main terms govern all other aspects of the relationship.

- 7.3. **Clarity and Severability:** Each clause of this Annex is separate and severable. If any provision of these DASH Flex terms is found by a court or regulator to be unlawful or unenforceable, the remaining provisions shall continue to apply in full force. We intend for these terms to be interpreted in a way that is valid and enforceable under relevant law, and consistent with the Consumer Credit Act 1974 and other Applicable Law governing consumer hire agreements.
- 7.4. **No Waiver:** No failure or delay by DASH in enforcing any right or remedy under these DASH Flex terms shall constitute a waiver of that or any other right or remedy. Any waiver of any breach of these terms will only be effective if given in writing and will not be deemed a waiver of any subsequent breach.
- 7.5. **Updates to Annex:** Any changes to this Annex 1 (DASH Flex Service Terms) will be communicated to You in accordance with the variation or amendment provisions of the main Agreement and any requirements of Applicable Law. Because DASH Flex is a new service, we may issue updated terms in the future to refine the service or address new scenarios; however, no update will deprive You of any rights under this Annex without Your consent, except as allowed by law or regulator guidance. We will notify You of any significant changes, and if You do not accept the updated terms, you may have the right to cease using DASH Flex (which may be treated as a cancellation of that service as per the Agreement).
- 7.6. **Consumer Credit Act:** This Annex is drafted to comply with the Consumer Credit Act 1974 as it applies to regulated consumer hire agreements. The intent is to clearly set out Your obligations and rights regarding the DASH Flex service. You should read this Annex carefully along with the rest of the Agreement. If there is anything You do not understand, please seek clarification from DASH or obtain independent advice. Remember that You have a right to terminate the Hire Agreement (including the DASH Flex service) under certain conditions as described in the main Agreement and by statute. Using the DASH Flex service does not affect those rights, but any misuse of the service may have consequences as detailed above.
- 7.7. **Confirmation:** By opting into DASH Flex, You confirm that You understand these terms and agree to abide by them. This Annex 1 is to be acknowledged along with the main Hire Agreement, thereby making it legally binding.

## Appendix 1

### CANCELLATION FORM

*[Complete, detach and return this form only if you wish to withdraw from the agreement]*

*[Items in square brackets to modified/amended as appropriate. All square brackets should be deleted prior to submission]*

To Dash Rides Limited: Unit W02, 222 Kensal Road, London, W10 5BN.

Telephone +44 20 3488 5638, e-mail cancellations@dashrides.com.

I hereby give notice that I cancel my contract for the hire of the following equipment:

[List equipment],

[Ordered on/received on] [Date],

[Name of consumer(s)],

[Address of consumer(s)],

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[Signature of consumer(s)]

(only if this form is notified on paper),

[Date]