

Terms of Use

Date: 12th April 2021

1. General

1.1. Introduction

- 1.1.1. Welcome to the Buzz Bikes Limited ('Buzzbike', 'we', 'us' and 'our') corporate website. These terms of use (which we will call the 'Terms') set out the basis upon which you may access and make use of (i) our website (www.buzzbike.cc) (the 'Site') as a guest, (ii) our mobile applications using operating systems such as our iOS (the 'App'), and (iii) become a Buzzbike rider ('Buzzbike Rider') and make use of our bicycles (the 'Bicycles').
- 1.1.2. Please read these Terms carefully before you start using the Site, sign up to create a Buzzbike account and become a Buzzbike rider, or start using our mobile applications. If you continue to browse and use the Site or make use of our services which are shown on the Site ('Services'), then you are agreeing to comply with and be bound by these Terms which shall govern Buzzbike's relationship with you in relation to the Services.
- 1.1.3. If you disagree with any part of these Terms, you must immediately stop using the Site or mobile applications and you may not sign up for Membership (which we explain below) or to buy any other items or Goods (as in section 2.14 below) from us.
- 1.1.4. These Terms should be read alongside our [Privacy Policy](#), which governs and explains how we collect, process and share your personal data.

1.2. Information About Buzzbike

- 1.2.1. Buzzbike is a limited company which is registered in England and Wales (with the registration number: 08495611). Our registered address is at Buzz Bikes Limited, V403, Vox Studios, 1-45 Durham Street, SE11 5JH, and our VAT number is 239 1253 14. The Site is owned and operated by Buzzbike.
- 1.2.2. You can contact us by email at hello@buzzbike.cc or by phone on 0208 065 5398 if you have any questions about these Terms.

1.3. User Age Requirements

- 1.3.1. Our Services are solely for the use of persons aged eighteen (18) years or over. By using our Services, you warrant and represent that:
 - 1.3.1.1. you are aged eighteen (18) years or older; and
 - 1.3.1.2. all the information you provide to us about yourself is true, accurate, current and complete.

1.4. Changes To These Terms

We reserve the right, from time to time, to change these Terms at our sole discretion. The latest terms governing your use of this Site or our Services will always be displayed here. If you are a Buzzbike Rider, we will give you at least thirty (30) days' notice of changes to these Terms and, if you are not happy with those changes, you may cancel your Buzzbike membership by giving us thirty (30) days' notice.

2. Buzzbike Riders

2.1. Introduction

You are a Buzzbike rider if you have completed the signup process on our Site, including agreeing to these Terms. By accepting these Terms during the signup process, you are agreeing to comply with and be bound by the following Terms.

2.2. Equipment Hire

- 2.2.1. Buzzbike shall hire you a Bicycle and the lock delivered to you with your Bicycle ('Equipment') for you to use in accordance with these Terms.
- 2.2.2. Your Equipment will be delivered to you with one key for use with your lock which you must keep safe. Buzzbike must always keep a spare key for your lock. If your key is lost, damaged or stolen, a replacement must be requested by you from us which will be provided at a cost which Buzzbike shall notify to you at the time of

your request. Any lost or stolen keys that are subsequently found, or damaged keys, must be returned to Buzzbike immediately.

- 2.2.3 We may, at our absolute discretion, undertake credit checks on you before agreeing to hire you the Equipment in accordance with these Terms ('Membership'). Such credit checks will be undertaken by a third party in accordance with our privacy policy (which can be found here: <https://buzzbike.cc/privacypolicy>).

2.3. Membership Period

- 2.3.1 The period you may use the Equipment shall start on the day you take delivery of that Equipment and shall continue (i) for any fixed term you choose when signing up ('Fixed Plan'), or (ii) on a month-by-month basis if you choose this option ('Standard Plan') (and in these Terms, a reference to 'Membership Period' shall mean either a Fixed Plan or Standard Plan as appropriate) until your Membership is terminated by either you or us in accordance with these Terms.
- 2.3.2 If you choose a Fixed Plan of greater than thirty (30) days then, unless (i) you give us not less than thirty (30) days' notice of termination in accordance with these Terms, such notice to expire at the end of the Fixed Plan, or (ii) your Membership is terminated by us at any time in accordance with these Terms, then your Membership will automatically transfer to our Standard Plan at the end of the Fixed Plan and your Membership Period will be as outlined in clause 2.3.1 above.

2.4. Membership Fees

- 2.4.1. The cost of your Membership shall be as stated when you sign up on our Site ('Membership Fee').
- 2.4.2. Your first Membership Fee will be collected either (i) at the time you enter into your Membership on the Site, or (ii) on the day before you take possession of the Equipment. Subsequent payments will be taken the same day of each following month until your Membership comes to an end as set out in these Terms.
- 2.4.3. If, by mistake, we under-price the Membership Fee or any other prices shown on the Site, we will not be liable to adhere to such Membership Fee or other prices at the stated amount provided that we notify you before we send the Equipment or any other items to you.

2.5. Payment Method

- 2.5.1. Membership Fees, our charges for any loss of or damage caused to the Equipment (outside normal wear and tear - see clause 2.9.1.2) ('Damage Fees') and payments for any other items purchased via the Site will be charged using the credit or debit card details you provide to Buzzbike. Cash payments are not accepted.
- 2.5.2. During the Membership Period, you agree not to cancel or otherwise prevent payments from being taken from your payment method without first telling Buzzbike and providing an alternative payment method, from which Buzzbike may collect the Membership Fees and Damage Fees.

2.6. Payment Agreement

- 2.6.1. You agree to allow Buzzbike to collect from all due Membership Fees and any applicable Damage Fees as set out in clause 2.13 from any payment method you have provided.
- 2.6.2. You agree that your Membership has recurring payments as explained below and that you are responsible to make those payments.
- 2.6.3. Buzzbike will only seek payment for Damage Fees in relation to your actions or failure to act as set out in clause 2.13. Such Damage Fees will be payable as set out in clause 2.13.5.
- 2.6.4. Buzzbike reserve the right to amend the Membership Fees and Damage Fees at any time, subject to providing you with thirty (30) days notification. If you do not agree with such changes then you will be given an opportunity to terminate these Terms.
- 2.6.5. You remain responsible for all amounts owed to us under these Terms, and if a payment is not made for any reason, such as due to the expiration of your payment method, insufficient funds being available at the time that payment is due, or for any other reason whatsoever, we may arrange a collection of your the Equipment and immediately cancel your Membership. Your payment details are stored

securely by a third-party payment provider used by us to allow recurring payments to be taken.

2.7. Delivery

- 2.7.1. Delivery of the Equipment shall be made by us to you to a location within Buzzbike's operating areas as set out on the Site from time to time. We do not allow collection of the Equipment by you or anybody on your behalf. We will provide you with an estimated two (2) hour delivery window ('Delivery Window') and we will use reasonable endeavours to deliver the Equipment to the delivery location provided by you within the Delivery Window. Please note that the Delivery Windows is provided for guidance only and we make no guarantee that your Equipment will be delivered within that Delivery Window. Risk in the Equipment shall only transfer to you in accordance with clause 2.8 of these Terms.
- 2.7.2. You shall ensure that you, or your authorised representative, shall be present at the delivery of the Equipment. Acceptance of delivery by you or your representative shall be conclusive evidence that you have examined the Equipment and have found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by us, you or your authorised representative shall sign a receipt confirming such acceptance of the Equipment.
- 2.7.3. The cost of delivery of the Equipment shall be set out on our Site. If delivery of the Equipment cannot be made during the Delivery Window because you or your authorised representative is unavailable for receipt, then further delivery attempts will incur additional charges as shown on the Site for each attempted delivery.
- 2.7.4. Delivery of the Equipment will only be made if payment of all due Membership Fees and Delivery Fees have been made.

2.8. Title And Risk

- 2.8.1. The Equipment shall at all times remain the property of Buzzbike, and you shall have no right, title or interest in or to the Equipment at any time (save the right to possession and use of the Equipment during the Membership Period subject to you complying with these Terms).
- 2.8.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to you on delivery. The Equipment shall remain at your sole risk during the Membership Period and any further time after your Membership expires during which the Equipment is in your possession, custody or control such as until we collect the Equipment ('Risk Period'). During the Membership Period and any Risk Period, you shall be solely responsible for the care and maintenance of the Equipment.
- 2.8.3. You shall (i) give immediate written notice to Buzzbike in the event of any loss, accident or damage to the Equipment arising out of or in connection with your possession or use of the Equipment, and (ii) notify the police of any theft of the Equipment. Buzzbike will, in relation to the first theft, accident or damage to your first Bicycle which occurs through no fault of yours, make reasonable endeavours to replace the Bicycle within fourteen (14) days of the date we receive notification from you. You acknowledge that Buzzbike will only provide one (1) replacement Bicycle.
- 2.8.4. Where you are eligible for replacement Equipment as outlined under clause 2.8.3, you may be required to pay certain fees. Further information can be found on the Site: <https://support.buzzbike.cc/support/home>.
- 2.8.5. You may want to insure the Equipment yourself (at your own expense) against any uninsured risk.

2.9. Your Responsibilities As A Buzzbike Rider

- 2.9.1. You shall during the Membership Period and Risk Period:
 - 2.9.1.1. ensure that at all times that the Equipment is in your possession or control and keep the Bike locked and secure when not being ridden by (i) parking your Bike both legally and securely, (ii) using the lock provided by us as part of the Equipment, (iii) ensuring the lock is securely locked around the frame of the Bicycle and attaching it to an immovable object, and (iv) all in accordance with any operating instructions provided by Buzzbike from time to time and which can be found on the Site: <https://support.buzzbike.cc/support/home>;
 - 2.9.1.2. subject to clauses 2.9.1.1, 2.9.1.3 and 2.11 maintain the Equipment in good and substantial repair in order to keep it in as good an operating condition

- as it was on the day it is delivered to you (fair wear and tear only excepted) including replacement of worn, damaged and lost parts with Buzzbike approved parts at your expense;
- 2.9.1.3. make no alteration to the Equipment and not remove any existing component(s) or markings from the Equipment without the prior written consent of Buzzbike. You can get in touch with us at help@buzzbike.cc if you would like to make such an alteration;
 - 2.9.1.4. not, without the prior written consent of Buzzbike, (i) part with control or possession (except for the purposes of repair or maintenance), (ii) sell or offer for sale, (iii) underlet, or (iv) lend the Equipment;
 - 2.9.1.5. not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Buzzbike in the Equipment, or bring Buzzbike into disrepute;
 - 2.9.1.6. not suffer or permit the Equipment to be confiscated, seized or taken out of your possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, you shall notify Buzzbike straightaway and you shall at your sole cost and expense use your best endeavours to procure an immediate release of the Equipment and indemnify Buzzbike on demand against any and all losses, costs, charges, damages and expenses incurred by Buzzbike as a result;
 - 2.9.1.7. not use the Equipment for any unlawful purpose;
 - 2.9.1.8. check that the Bicycle (including, without limitation, its tyres, brakes, saddle and bell) is road worthy;
 - 2.9.1.9. abide by the Highway Code including observing all traffic signs and signals;
 - 2.9.1.10. use the Equipment reasonably, considerately and responsibly;
 - 2.9.1.11. ensure that at all times the Equipment remains identifiable as being Buzzbike's property and, wherever possible, you shall ensure that Buzzbike's notice of ownership is attached to the Equipment;
 - 2.9.1.12. deliver up the Equipment at the end of the Membership Period or on earlier termination of these Terms and allow Buzzbike or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment; and
 - 2.9.1.13. not do or permit to be done anything which could invalidate the insurances that Buzzbike may have in place from time to time.
- 2.9.2. You acknowledge that Buzzbike shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by you or any third party, and you undertake to indemnify and hold harmless Buzzbike on demand against the same, and against any and all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by you to comply with these Terms.
 - 2.9.3. You agree to notify Buzzbike immediately of any changes to your personal details including, but not limited to, your name, address, contact number and payment details.
 - 2.9.4. Not use the Equipment for business use including, but not limited to, using the equipment to deliver food or other goods. Any breach of this clause will incur a penalty charge of £500 and immediate termination of your contract as outlined in clause 2.16

2.10. Buzzbike's Obligations To You As A Buzzbike Rider

- 2.10.1. Buzzbike warrants that the Equipment shall (i) substantially conform to its specification (as made available by Buzzbike on the Site), (ii) be of satisfactory quality, and (iii) fit for any purpose held out by Buzzbike at the time of delivery of the Equipment. Buzzbike shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within one (1) month from Delivery, provided that:
 - 2.10.1.1. You notify Buzzbike of any such defect in writing;
 - 2.10.1.2. Buzzbike is permitted to make a full examination of the alleged defect in the Equipment;
 - 2.10.1.3. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation of the Equipment by you or any other person other than Buzzbike's authorised personnel;

- 2.10.1.4. the defect is directly attributable to defective material or workmanship of the Equipment.
- 2.10.2. Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by or on behalf of Buzzbike, you shall be entitled only to such warranty or other benefit as Buzzbike has received from the manufacturer.
- 2.10.3. If Buzzbike fails to remedy any material defect in the Equipment in accordance with clause 2.10.1 Buzzbike shall, at your written request, accept the return of all of the Equipment.
- 2.10.4. If the Bike is stolen, through no fault of yours and is secured using the lock provided by Buzzbike, at its sole discretion Buzzbike may make reasonable endeavors deliver a replacement Bicycle to you, provided that this is the first such theft of your Bicycle (please see clause 2.8.3 above).

2.11. Servicing And Maintenance

- 2.11.1. Should your Equipment become faulty at any time, Buzzbike will make reasonable endeavors to repair the fault within seven (7) days after you have contacted Buzzbike in writing. This period excludes public holidays.
- 2.11.2. Buzzbike will make reasonable endeavours to repair your faulty Bicycle at a location as agreed by you and Buzzbike within the Buzzbike operating area where the Equipment was delivered to you. If Buzzbike cannot repair your Bicycle at the agreed location, Buzzbike may collect your Bicycle and repair it at a location chosen by Buzzbike.
- 2.11.3. Subject to clause 2.10.1.3, if Buzzbike cannot repair your Bicycle for whatever reason, it will provide a replacement Bicycle.
- 2.11.4. Buzzbike's repair service excludes the repairing of flat tyres.
- 2.11.5. Should Buzzbike not repair your Bicycle within the times as stated in clauses 2.11.1, no compensation or payment will be due to you.

2.12. Liability

- 2.12.1. Without prejudice to clause 2.12.3, we shall be responsible for loss or damage you suffer that is foreseeable and occurs as a result of our breach of these Terms or our negligence, but we shall not be responsible for any loss or damage that is not foreseeable.
- 2.12.2. Buzzbike's maximum aggregate liability under or in connection with a breach of these Terms or our negligence (including any liability for the acts or omissions of our employees, officers, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall be capped at the sum of one million pounds (£1,000,000.00) per claim.
- 2.12.3. Nothing in these Terms shall exclude or in any way limit:
 - 2.12.3.1. either party's liability for death or personal injury caused by its own negligence;
 - 2.12.3.2. either party's liability for fraud or fraudulent misrepresentation; or
 - 2.12.3.3. any other liability which cannot be excluded by law.
- 2.12.4. These Terms set out the full extent of Buzzbike's obligations and liabilities in respect of the Equipment and its hiring to you. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Buzzbike except as specifically stated in these Terms. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within these Terms, whether by statute, common law or otherwise, is hereby expressly excluded.
- 2.12.5. Without prejudice to clause 2.12.3, neither party shall be liable under these Terms for any loss of profit, loss of any contract loss of opportunity, reputational harm, or indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

2.13. Damage Fees

- 2.13.1. If you cause any loss or damage to the Equipment (in whole or in part), Buzzbike shall be entitled to apply the Damage Fees against such loss or damage.
- 2.13.2. The amount charged as Damage Fees can be found on the Site:
<https://support.buzzbike.cc/support/solutions/articles/23000021759-what-are->

the-fees-for-buzzbike-damage- along with any damages arising on termination under clause 2.15.1

- 2.13.3 Damages that incur Damage Fees include, but are not limited, to:
 - 2.13.3.1 dents to the Frame;
 - 2.13.3.2 scratches down to the bare frame or scratches of more than three centimetres (3cm) in length;
 - 2.13.3.3 buckled wheels or missing spokes;
 - 2.13.3.4 broken or missing mudguards;
 - 2.13.3.5 damaged to Shimano gearing system; and
 - 2.13.3.6 ripped or missing saddle and /or seatpost.
- 2.13.4 The amount charged as Damage Fees shall depend on the severity of the damage and will be communicated by Buzzbike within seven (7) days of the Equipment being returned.
- 2.13.5 You acknowledge and agree that the Damage Fees specified above are fair, reasonable and proportionate. Damage Fees will be taken within twenty-four (24) hours of you being notified of such a charge being applicable.

2.14. Distance Selling – Cancellation and Refunds

- 2.14.1 This clause applies if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, then the following clauses apply to these Terms.
- 2.14.2 We now inform you that information relating to all aspects of the Equipment and other items for sale on our Site (which in this clause shall be referred to as the ‘Goods’) is not in these Terms but in our marketing material, whether that is in the medium of the Site or in hard copy.
- 2.14.3 The following rules apply to cancellation of your order for the Goods:
 - 2.14.3.1 if you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within fourteen (14) days of your order. You will have no obligation and, after deduction of any pro rata charge we may make for your period of use of the Goods, we will return your money paid;
 - 2.14.3.2 if you have ordered Goods, and received them, you may cancel your order at any time within fourteen (14) days of the date you received them. You must tell us that you wish to cancel, and we will arrange the collection of the Equipment from you;
 - 2.14.3.3 we will return your money subject to the following conditions:
 - 2.14.3.3.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact; and
 - 2.14.3.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who returned them.
 - 2.14.3.4 The option to cancel your order is not available:
 - 2.14.3.4.1 if you purchase sealed Goods and they become unsealed after delivery, or cannot be re-sold for some other reason;
 - 2.14.3.4.2 if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed;
 - 2.14.3.4.3 if the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.
 - 2.14.3.5 You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.
 - 2.14.3.6 In any of the above scenarios, we will return your money within fourteen (14) days.
 - 2.14.3.7 Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within fourteen (14) days of receipt of the Goods, we shall assume that you have accepted them.
- 2.1.4.8 The procedure to return faulty Goods is set out in our Returns Policy available on the Site.

2.15. Cancellation And Termination

- 2.1.5.1 Subject to clause 2.14 above, You and we can terminate these Terms by giving the other at least thirty (30) days' written notice (‘Notice Period’) at any time

during the Membership Period, unless you are on a thirty (30) day Fixed Term Plan in which case you can give notice at any time in your Fixed Term Period. The Notice Period will begin on the day after notice is sent by you or us.

- 2.15.2. Without affecting any other right or remedy available to it, Buzzbike may terminate these Terms with immediate effect by giving you notice if:
- 2.15.2.1. you commit a material breach of any of these Terms which breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of fifteen (15) days after being notified in by us writing to do so;
 - 2.15.2.2. you are deemed by us either (i) as being unable to pay your debts, or (ii) as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
 - 2.15.2.3. you are the subject of a bankruptcy petition or order; or
 - 2.15.2.4. a creditor or encumbrancer of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or used against, the whole or any part of your assets and such attachment or process is not discharged within fourteen (14) days.
- 2.15.3. If either you or we terminate these Terms, you will be issued with a cancellation notice confirming the Notice Period and your final payment amount due to us. We will then arrange collection of the Equipment from you as set out in clause 2.17 below. If you fail to allow or make your Equipment available for collection within the Notice Period, you will continue to be charged your Membership Fee for the use of the Equipment from the day following the end of that Notice Period.

2.16. Consequences Of Termination

- 2.16.1 Upon termination of these Terms, however caused:
- 2.16.1.1 Buzzbike's consent to your possession of the Equipment shall terminate and Buzzbike may, by its authorised representatives, without notice and at your expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located to do so; and
 - 2.16.1.2 without prejudice to any other rights or remedies of yours, you shall pay to Buzzbike on demand any and all costs and expenses incurred by Buzzbike in recovering the Equipment and/or in collecting any sums due under these terms (including, but not limited to, any storage, insurance, repair, transport, and legal costs).
- 2.16.2 Termination or expiry of these Terms shall not affect any rights, remedies, obligations or liabilities of you or us that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

2.17 Collection

- 2.17.1 Collection of the Equipment shall be from a location specified by Buzzbike within the Buzzbike operating area where the Equipment was delivered to you. Buzzbike will provide you with a two (2) hour collection window ('Collection Window') and shall use all reasonable endeavours to collect the Equipment at the stated location by the date and time notified to you. Buzzbike does not permit the return of the Equipment by you or any third party on your behalf to Buzzbike's registered office or other any other premises. Collection windows are provided for guidance only and Buzzbike makes no guarantee that your bike will be collected within your Collection Window. Risk in the Equipment shall only transfer in accordance with clause 2.8 of these Terms.
- 2.17.2 You shall procure that you, or an authorised representative of yours, shall be present at the collection of the Equipment.
- 2.17.3 The cost of collection of the Equipment shall be set out on our Site. If collection of the Equipment cannot be made during the Collection Window because you or your authorised representative is unavailable, then further collection attempts will incur additional charges as shown on the Site for each attempt.

2.18 Kit Returns Policy

- 2.18.1 If you purchase additional items other than Equipment from Buzzbike (such as a helmet or lights), you may return it during the period of fourteen (14) days after purchase subject to the following conditions.
- 2.18.2 Unless faulty, returned items must be returned unworn and undamaged and should be sent in their original condition and packaging, including tags. Where items are not in this condition, we won't be able to give you a refund and we may have to send the items back to you at your own cost.
- 2.18.3 Returned items are your responsibility until they reach us, so please make sure that they are packed properly to avoid them getting damaged on the way. You may choose to return your item via recorded delivery. Refunds for accepted returns will be made with fourteen (14) days of the return being accepted by us.

2.19 Rewards

- 2.19.1 You may have the opportunity to win personal prizes during the Membership Period ('Badge Prizes') by completing a personal cycling challenge (each a 'Badge Challenge'). The number of Badge Prizes available will be limited. Details of Badge Challenges, which and how many Badge Prizes are available along with any relevant terms and conditions will be disclosed on the Site and/or Buzzbike's mobile application.
- 2.19.2 Buzzbike reserves the right to remove or modify the availability and/or nature of the Badge Prizes and/or any Badge Challenge at any time in its absolute discretion.

2.20 Gift Cards

- 2.20.1 Gift cards are available for purchase from our Site from time to time may have terms that apply to them in addition to these Terms. These will be available on our Site at the time of purchase.
- 2.20.2 If you sign up to use our Services using a Gift Card your membership period will be in accordance with a Fixed Term Plan as outlined in clause 2.3.
- 2.20.3 Gift cards must be redeemed within 6 (six) months of purchase.

2.20 Data Protection

We shall comply at all times with any relevant data protection legislation and the terms of its privacy policy as amended from time to time and displayed on the Site.

2.21 General matters

- 2.21.1 When we communicate with you, we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 2.21.2 Where we provide goods or without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 2.21.3 If any term or provision of these Terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these Terms.
- 2.21.4 The rights and obligations of the parties set out in these Terms shall pass to any permitted successor in title.
- 2.21.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 2.21.6 Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered:
 - 2.21.6.1 if delivered by hand: on the day of delivery;
 - 2.21.6.2 if sent by post to the correct address: within seventy-two (72) hours of posting; and
 - 2.21.6.3 if sent by email: within twenty-four (24) hours if no notice of non-receipt has been received by the sender.

- 2.21.7 These Terms do not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 2.21.8 Neither you or we shall be liable for any failure or delay in performance of these Terms which is caused by circumstances beyond the relevant party's reasonable control.
- 2.21.9 The validity, construction and performance of these Terms shall be governed by the laws of England and Wales and you and we agree to submit to the exclusive jurisdiction of the English courts.