

You can download an offline version of these Terms for your records and future reference [here](#).

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These General Terms and Conditions (also referred to as these "Terms") set out the terms and conditions applying to and governing the use of the Bolt App - technology which connects passengers with drivers to help them move around cities more efficiently. The term "us", "we" or "Bolt" refers to Bolt Services NZ Limited NZBN 9429052392993, a New Zealand registered company. In order to use the Bolt App you must agree to these Terms. If you do not agree to these Terms, you are not authorized to and must not access or use the Bolt App.

1. Using the Bolt App

1.1. Bolt provides an information society service through the Bolt App that enables mediation and facilitation of the requests for transport services between the passengers and independent drivers. Transport services, facilitated through the Bolt App, are provided by drivers under a contract (with you) for the carriage of passengers. Drivers provide transport services on an independent basis (either in person or via a company) as economic and professional service providers. To the maximum extent permitted by law, but without limiting Bolt's obligations as an 'SPS operator' and a 'transport service operator' under the New Zealand Land Transport Act 1998: (a) Bolt is not responsible in any way for the fulfilment of the contract entered into between the passenger (you) and the driver; and disputes arising from consumer rights, legal obligations or from law applicable to the provision of transport services will be resolved between the passengers and drivers. Data regarding the drivers and their transport service is available in the Bolt App and receipts for journeys are sent to the email address listed in the passenger's profile.

1.2. The passenger (you) enters into a contract with the driver for the provision of transport services via the Bolt App. Depending on the payment options supported for a given location of the journey, you can choose whether to pay the driver for the transport service in cash or use the Bolt in-App Payment. Payments for Bolt Business rides are handled by a separate agreement for Business journeys. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments. If you wish, you may also choose to pay a Tip to the driver directly or via the use of the Bolt in-App Payment. We may limit the maximum value of a Tip at our sole discretion.

1.3. During the installation of the Bolt App, a passenger's mobile number is linked to the respective Bolt user account and added to our database. If you are no longer using your mobile number, you must notify Bolt within 7 days so we can anonymize your account data. If you do not notify us about any change to your number, you acknowledge that your mobile operator may issue the same mobile number to a new person who when using the Bolt App then may have access to your data.

2. Promotional Codes

2.1. Bolt may send you promotional codes on a per promotion basis. Promotional code credit can be applied towards payment on completion of a ride or other features or benefits related to the service and/or a Third Party's service and are subject to any additional terms that are established on a per promotional code basis. Expiration dates of promo codes will be reflected in-app once you have applied the promo code to your account.

2.2. If your trip amount exceeds the redeemable credit allocated to your ride, the balance will

be automatically deducted from your accounts payment method. Similarly, a promotional code credit only applies on a per ride basis and cannot carry over to a next ride/ trip and therefore will be forfeited. Only one promotional code may be applied per trip.

2.3. To the maximum extent permitted by law, Bolt reserves the right to cancel any promotional code at any time for any reason. This includes, but is not limited to, if Bolt deems that codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

3. Bolt in-App Payment

3.1. Depending on the payment options supported for the given location of the journey, You can pay for the transport services with a card, mobile carrier billing or other payment methods (e.g: Bolt Business) as and when available through the Bolt App. By providing Bolt in-App Payment service, Bolt acts as a facilitator and commercial agent for the providers of the transport services (e.g., drivers). Every driver has authorised Bolt as their commercial agent for the facilitation and mediation of conclusion of contracts between the driver and the passenger, including the power to accept payments from the passengers and to forward the payments to the driver, and you consent to a commission or other fee being paid to Bolt by the driver in consideration of each transportation service that is facilitated through Bolt App and completed by the driver. Your obligation to the provider of the transport service (e.g., drivers) will be fulfilled when the payment order is given to transfer funds to Bolts' bank account. You are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

3.2. You may choose to pay a Tip to the driver using the Bolt In-app Payment service. The Tip can be paid via the In-app Payment by means authorised by Bolt for that purpose. Bolt will not hold a commission for the brokerage of the Tip and the Tip will be transferred to the driver in full amount, excluding any taxes, if applicable. Bolt reserves the right to withhold the Tip, if the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used in conflict with these Terms.

3.3. When making payments by Bolt in-App Payment, Bolt receives your payments and forwards money to the driver. Bolt may ask additional data from you to verify payment methods.

3.4. When making payments by Bolt in-App Payment for transport services, Bolt is not responsible for possible third-party payment costs (e.g mobile operators, bank fees). These service providers may charge you additional fees when processing payments in connection with the Bolt in-App Payment. Bolt is not responsible for any such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your payment method.

3.5. Bolt will be responsible for the functioning of Bolt in-App Payment and provide support in resolving problems. The resolution of disputes related to Bolt in-App Payment also takes place through us. For payment support service please contact: info@bolt.eu. Inquiries submitted by e-mail or Bolt App will receive a response within one business day. Bolt will resolve Bolt in-App Payment related complaints and applications within two business days.

3.6. Upfront Fare. You may be offered to use a ride option that allows you to agree to a fixed Fare for a given instance of Transportation service provided by the Driver (i.e Upfront Fare). Upfront Fare is communicated to you via the Bolt App before the ride is requested. Upfront Fare shall not be applied if you change the destination during the ride, the ride takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g a route is used where tolls apply).

4. Ordering and cancelling transport services

4.1. If you order a transport service and the driver has agreed to undertake the work then the transport service is considered to be ordered.

4.2. Once a driver confirms that he/she will complete your journey, you will enter into a separate agreement with the driver for the provision of the journey on such terms and conditions as you agree with the driver. Bolt does not provide journeys and is not a party to your agreement with the relevant driver.

4.3. Cancelling the use of an ordered transport service is considered to be the situation where the driver has replied to your request and you subsequently reject, cancel or refuse the transport service. When a transport service request is cancelled after a certain time period as specified in the Bolt App you are required to pay a cancellation fee.

4.4. If you cancel a transport service request on multiple successive instances within 24-hour we may temporarily block your account as a warning. After multiple such warnings, we may suspend your account for a longer period (e.g. 6 months). After that period you could ask to reactivate your account and your application will be reviewed by Bolt.

4.5. When driver notifies the passenger about the arrival of the vehicle to its destination and passenger or people for whom the transport was ordered do not arrive at the vehicle within a certain time period as specified in the Bolt App, the request will be deemed cancelled. Sometimes a driver may decide to cancel your request, please note that to the maximum extent permitted by law, Bolt is not responsible for such situations.

4.6. Once the driver arrives and sends you a notification that he/she has arrived, the Bolt App may begin charging fare on a waiting time basis according to the rates specified in the Bolt App.

4.7. If you have requested transport services using the Bolt App and cause damage to the driver's vehicle or its furnishing (among other things, by blemishing or staining or causing the vehicle to retain an unpleasant odour), the driver may request that you pay a NZ\$100 as an initial compensation for such damage (as reasonable reflection of the genuine pre-estimate of the damage caused), and require further compensation for any damages exceeding the initial compensation. If you do not pay to compensate for the damage, Bolt may pursue the claims on behalf of the provider of the transport service.

5. License to use Bolt App

5.1. As long as you comply with these Terms, we agree to grant you a royalty free, revocable, non-exclusive, right to access and use the Bolt App in accordance with these Terms, the Privacy Notice and the applicable app-store terms. You may not transfer or sub-license this right to use the Bolt App. In the event that your right to use Bolt App is cancelled, the corresponding non-exclusive license will also be cancelled.

6. Liability

6.1. As the Bolt App is an information society service (a means of communication) between passengers and drivers, to the maximum extent permitted by law, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of transport services. As the usage of the Bolt App for requesting transport services depends on the behaviour of the drivers, Bolt does not guarantee that you will always have offers available for the provision of the transport services.

6.2. The Bolt App does not offer transport services for passengers. It is also not a service for finding passengers for transport providers. The Bolt App is used as the means for facilitating the provision of transport services.

6.3. To the maximum extent permitted by law, Bolt cannot offer the consumer a right of refund

for the transportation service provided by the drivers. Requesting a refund from the driver for transport service does not affect your rights and obligations under these Terms.

6.4. The Bolt App is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Bolt does not represent, warrant or guarantee that access to Bolt App will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of the app may be restricted due to occasional technical errors and we are not able to guarantee that the app will function at all times, for example a public emergency may result in a service interruption.

6.5. To the maximum extent permitted by law, Bolt, its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using the Bolt App or relying on, the journey contracted for through the Bolt App, including but not limited to:

6.5.1. any direct or indirect property damage or monetary loss;

6.5.2. loss of profit;

6.5.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;

6.5.4. loss or inaccuracy of data; and

6.5.5. any other type of loss or damage.

6.6. To the maximum extent permitted by law, the financial liability of Bolt in connection with breach of the contract will be limited to NZ\$950. To the maximum extent permitted by law, you will have the right to claim for damages only if Bolt has deliberately violated the contract. To the maximum extent permitted by law, Bolt will not be liable for the actions or inactions of the driver and will not be liable for damages that the driver causes to the passengers.

6.7. To the maximum extent permitted by law:

6.7.1. you agree to indemnify and hold harmless Bolt and its affiliates, representatives, employees and directors against any third-party claims, or liabilities arising directly from your breach of these Terms, unlawful conduct, or misuse of the Bolt App;

6.7.2. similarly, Bolt agrees to indemnify and hold you harmless from any third-party claims, losses, or liabilities arising directly from Bolt's breach of these Terms, unlawful conduct, or wilful misconduct in the operation of the Bolt App.

Each party's indemnity is subject to the duty to mitigate losses, and nothing in this clause limits rights under applicable consumer protection law.

6.8. Bolt may immediately end your use of the Bolt App if you breach these General Terms and Conditions or we consider it necessary to protect the integrity of Bolt or the safety of drivers.

7. Good practice using the Bolt App

7.1. As Bolt is not a provider of the physical transport services, any issues relating to the quality, safety, or defects in the transport services will, to the maximum extent permitted by law, be resolved in accordance with the applicable rules and regulations of the the New Zealand Transport Agency (NZTA) or other relevant public authority.

7.2. We ask to fill out a feedback form in the Bolt App. This enables us to offer suggestions to the drivers for improving the quality of their service.

7.3. We expect that you use Bolt App in good faith and be respectful of the drivers who offer their services through Bolt App. Bolt retains the right to close your account if you have violated the terms set out in these Terms or if your activities are malicious, i.e. withholding payment for the provision of the transport service, fraud, being disrespectful towards the drivers, etc. In these cases, your Bolt App account may be revoked without prior notice.

7.4. Bolt will make every effort to ensure that only drivers, who have integrity and are respectful of their profession and passengers, use the Bolt App. However, we are in no position to

guarantee that every provider of transport services, located by the Bolt App, satisfies the aforementioned criteria at all times. If you experience objectionable transport service we recommend reporting the issue to Bolt's customer support. You may also notify NZTA or the relevant authority if the concern involves driver licensing, safety, or conduct.

8. Amendments to the General Terms and Conditions

If any amendments are made to these Terms, then you will be notified by e-mail or the Bolt App notifications. If you continue using the Bolt App, you will be deemed to accept the amendments.

9. Final Provisions

9.1. These Terms will be governed by and construed and enforced in accordance with the non-exclusive jurisdiction and laws of New Zealand. If the respective dispute resulting from the Terms could not be settled by the negotiations, then the dispute will be finally solved under the non-exclusive jurisdiction of the New Zealand courts. If any provision of the General Terms is held to be unenforceable, the parties will substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

9.2. Nothing in these Terms is intended to exclude or limit any rights or remedies you may have under the Consumer Guarantees Act 1993 ("CGA") or the Fair Trading Act 1986 (unless you are acquiring the services for the purposes of a business, in which case you agree that the CGA does not apply).