

Last updated: **September 2024**

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

These General Terms for Bolt Send for Clients are set out in accordance with and in addition to the Terms and Conditions for Passengers and Global Privacy Notice for Passengers and Riders, and define the conditions for using Package delivery via the Bolt App.

Anything not covered by these General Terms for Bolt Send for Clients, shall be governed by Terms and Conditions for Passengers available here www.bolt.eu/legal and Global Privacy Notice for Passengers and Riders available here www.bolt.eu/privacy. In case of any contradictions regarding using Package delivery, the conditions set forth in these General Terms for Bolt Send for Clients shall prevail. The provisions of the Terms and Conditions for Passengers applicable to Passengers equally apply to the Clients under these General Terms for Bolt Send for Clients.

By using the Bolt App for ordering Package delivery services each Client respectively agrees to the application and content of these General Terms for Bolt Send for Clients as well as to the processing of the personal data on the conditions incorporated to these General Terms for Bolt Send for Clients and Global Privacy Notice for Passengers and Riders.

1. DEFINITIONS

1.1. **Bolt App** – a smartphone application for Carriers and Clients to request and receive different services, including, Package delivery and Transportation Services.

1.2. **Bolt Platform** – the mobility and delivery platforms operated by Bolt.

1.3. **Cancellation Fee** - a fee charged to the Client for cancelling the use of an ordered service, including Transportation Services, after a certain time from the acceptance of the Client's order, as indicated in clause 4.3 of the Terms and Conditions for Passengers and in the Bolt App, and a fee charged to the Client by the Carrier for cancelling the delivery of the Excluded Packages or unsuitable packages, as indicated in clause 2.6.

1.4. **Client** – means a user of the Bolt App that has ordered a delivery of a Package via the Bolt App and thereby enters into a Delivery Agreement with the Carrier.

1.5. **Delivery Agreement** – means the agreement between the Client and the Carrier for the delivery of the Package.

1.6. **Carrier** – the provider of the Transportation Services and in some markets Package delivery services via the Bolt Platform.

1.7. **Drop-Off Location** – means the address where the Client wishes the Package to be delivered.

1.8. **Excluded Packages** – means packages not permitted to be transferred under the Delivery Agreement and as detailed at clause 2.4.

1.9. **General Terms for Bolt Send for Clients** – means these terms and conditions applicable to the relationship between Bolt and the Client in relation to the use of the Bolt App by the Client for Package delivery.

1.10. **Package** – means the item subject to the delivery, with the exception of the Excluded Packages listed in clause 2.4 below.

1.11. **Recipient** – means the person (*including the agent or representative of a legal person*) who is located at the Drop-off Location or, where applicable, within a nearby adjacent area,

subject to its designation by any means by the Client.

1.12. **Transportation Services** – transportation service a Carrier is providing to a person whose request the Carrier has accepted through the Bolt App.

2. LEGAL FRAMEWORK

2.1. The Bolt App enables the Client to order delivery of the Package to the Recipient at a Drop-Off Location by selecting the "Bolt Send" category in the Bolt App. The Client acknowledges that delivery of the Package is not a door-to-door delivery and the Recipient must be informed in advance by the Client about the requirement to pick up the Package from the Carrier's vehicle. The Client shall ensure that the Recipient is ready to pick up the Package at the time and location designated by the Client to the Carrier via the Bolt App. The Carrier is not responsible for loading and unloading of the Package.

2.2. For the delivery of the Package, the Client enters into a Delivery Agreement directly with the Carrier. The Delivery Agreement is deemed to be concluded from the moment the order for delivery of the Package is confirmed by the Carrier via the Bolt App.

2.3. By operating the Bolt App, Bolt acts only as a provider of the information society service and is not a party to the Delivery Agreement. Bolt is not the provider of the delivery services, and is not liable in any way for the performance under the Delivery Agreement. Bolt does not supervise, direct or control the manner in which the delivery of the Package is carried out by the Carrier.

2.4. Bolt App may not be used for ordering delivery of packages containing goods that have not been identified as eligible for the Bolt App (the "**Excluded Packages**"). The Excluded Packages include:

2.4.1. goods that do not fit comfortably in the Carrier's vehicle cabin or goods that weigh more than 15 kg;

2.4.2. animals, human beings and other living or dead creatures, including their parts, remains, fluids or substances derived from products originating from animals, human beings or other creatures;

2.4.3. bank notes (including foreign currency), credit cards, securities, jewellery, gift vouchers and similar valuables;

2.4.4. firearms and their parts, ammunition, melee weapons, other items specially designed for attack and defence (e.g. knuckles, stilettos);

2.4.5. flammable, combustible, explosive and radioactive or other ionising substances, munitions, gas, infectious, poisonous or corrosive materials which by their nature may pose danger to the environment;

2.4.6. drugs and other narcotic and psychotropic substances which are subject to special control in accordance with the legislation;

2.4.7. food, alcohol beverages, ethyl alcohol, high-octane oxygen containing impurities, tobacco and tobacco products;

2.4.8. goods, the value of which exceeds 100 EUR;

2.4.9. stolen goods;

2.4.10. fragile items;

2.4.11. other items that are not allowed to be delivered, transported by law and items that cannot be transported, delivered without additional licences, permits, approvals etc, including goods which cannot be delivered due to the limitations pertaining either to the Client or the Recipient (e.g. medicine which requires medical prescription).

2.5. The Client acknowledges that:

2.5.1. the Client must make sure that the Package is in a suitable condition for delivery

(including clean packaging, suitable for a delivery in a vehicle) and that the Package is packaged in a way that will ensure the Package will not get damaged and/or its condition will not change until it is delivered to the Recipient;

2.5.2. it is the sole responsibility of the Client to ensure that the value of the Package does not exceed the permissible limit set in clause 2.4.8 above. In the event that the value of the Package exceeds the specified limit, the Client acknowledges that, in cases of Package loss, theft, damage or destruction, the liability of the Carrier or, if applicable, the insurance coverage, is limited to the permissible value of the goods, as defined within these General Terms for Bolt Send for Clients. Any amount beyond the permitted value of the goods may not be compensated or reimbursed in the event of Package loss, theft, damage or destruction;

2.5.3. in case any special documentation is required for the Carrier to provide Package delivery services, the Client is responsible for providing such documentation to the Carrier prior or at the time of handing over the Package to the Carrier.

2.6. The Carrier may cancel the delivery of a Package if the Carrier discovers upon pick up or has reasons to think that the Package is an Excluded Package or if the Package does not comply with clause 2.5. In such cases, Cancellation Fee will be charged to the Client.

2.7. The Client is solely responsible for ensuring that the Recipient is aware of the details of the Delivery Agreement concluded between the Client and the Carrier. The Client shall indemnify, defend or settle and hold Bolt harmless against any loss or damage (including legal costs) which Bolt may sustain or incur, in relation to any third party (including Recipient's) claim, to the extent such claim is based upon any breach by the Client of the provisions of these General Terms for Bolt Send for Clients.

2.8. Bolt is not liable for any failure or non-conformity of performing the Delivery Agreement and assumes no liability for any traffic violations or accidents sustained during the performance of the Delivery Agreement.

2.9. The Carrier's total liability for material damage or consequential loss, such as loss, theft, material damage, average or destruction of the items of the Package shall be the greater of (i) the original value of the affected items of the Package; or (ii) the amount of their repair or reconstitution, in both cases up to the limit of equivalent of 100 EUR.

2.10. The Bolt App is provided to the Client strictly on an "as is" basis. Bolt will not be liable for any interruptions, connection errors, unavailability of, or faults in the Bolt App. In no event shall Bolt's aggregate liability for any and all claims arising out of the use of the Bolt App by the same Client, including those based on tort, agreement or other grounds, exceed the equivalent of 500 EUR or the amount of the fees paid to Bolt, whichever is lower.

2.11. The Carriers are free to accept and refuse to pick up or deliver the Package before the acceptance of the order for any reason.

2.12. The Client acknowledges and agrees that after the Client orders a delivery of the Package and the Package is handed over to the Carrier it is no longer possible to withdraw from the Delivery Agreement, given that the provision of Package delivery services will begin before the expiry of the statutory withdrawal period during which the Client can withdraw from a contract. If the Client cancels the order requesting Package delivery service after it has been accepted by the Carrier, the Carrier is entitled to demand a payment from the Client of the costs actually incurred by the Carrier whilst providing Package delivery services to the Client until the cancellation of the order.

2.13. Package delivery services can only be requested and provided within the territory of the Republic of Slovakia.

3. ORDERING DELIVERY OF PACKAGES THROUGH THE BOLT APP

3.1. The Client shall order a delivery of the Package by the Carrier to the Recipient at the Drop-Off Location. The Client and the Carrier will enter into the Delivery Agreement upon confirmation of the order by the Carrier.

3.2. Should the Client provide the Recipient's information in the Bolt App, the Client represents and warrants that it has obtained consent or agreement from the Recipient for sharing their telephone number(s) and/or other contact details to the Carrier via the Bolt App and allowing the Carrier to contact them in connection with the performance of the Delivery Agreement. The Client acknowledges and agrees that the Carrier may need to contact the Recipient in order to meet its obligations under the Delivery Agreement.

3.3. The Client shall be solely responsible for the Recipient being present at the Drop-Off Location at the estimated time of delivery indicated in the Bolt App. The Client is responsible for sharing the estimated time of delivery with the Recipient. The Client must be available to receive calls via the Bolt App from the moment of ordering the delivery of Package via the Bolt App until the delivery of the Package to the Recipient.

3.4. In case of a failure to hand over the Package from the Carrier to the Recipient, the Carrier is entitled to cancel the delivery and charge the Client for the delivery of the Package and, if applicable, the Cancellation Fee. If feasible and possible, the Carrier will make reasonable efforts to contact the Client and bring the Package back to the Client or hand it over to the Recipient. If the Package cannot be delivered to either the Client or the Recipient, the Carrier shall deliver the Package(s) to a designated storage location used by the Carrier to store undelivered Packages and inform Bolt's customer service accordingly. The Carrier shall keep the undelivered Package(s) at the designated storage location until it is collected or received otherwise by the Client for a period of up to 6 calendar months from the date of the first failed delivery. In case the Carrier reasonably incurs additional costs while performing the aforementioned acts that exceed the initially set price, the Carrier is entitled to request a price review. In particular, the Carrier is entitled to charge the Client for the storage of the undelivered Package(s). Consequently, the Client acknowledges that additional fees may be charged.

3.5. Bolt, on behalf of the Carrier, may cancel the delivery and fully charge the Client for the delivery if the Recipient is not available at the Drop-Off Location within 5 minutes of the arrival of the Carrier thereto.

3.6. Any delivery time or other time estimate communicated to the Client via the Bolt App are only estimated times. There is no guarantee that the Package will be delivered at the estimated time. The Client acknowledges that delivery times may also be affected by objective factors such as traffic jams, rush hours and weather conditions.

3.7. Bolt reserves the right to facilitate payment for the reasonable charges associated with the delivery, return, redelivery or disposal of the Client's Package on behalf of the Carrier using any of the Client's payment methods selected in the Bolt App (including the Bolt Balance). Such amounts will be transferred by Bolt to the applicable Carrier.

3.8. Bolt does not maintain insurance against loss, damage or tampering with the Package. If you would like to insure your Package before using the Package delivery service provided by the Carrier via the Bolt App, please contact the respective insurance company.

3.9. Cash payments are excluded while using the Package delivery service via the Bolt App.

4. CANCELLATION AND SUSPENSION OF USE

4.1. Bolt is entitled to remove the Client from the Bolt App with immediate effect and/or refuse or cancel any deliveries of any Packages, if it causes any abuse or harm to the Bolt App, if Bolt has reasonable belief of fraudulent acts by the Client when using the Bolt App, or if the Client otherwise fails to comply with its obligations under these General Terms for Bolt Send for Clients

(e.g. the Recipient not being present at the Drop-Off Location on several occasions).

4.2. The Client may not use the Bolt App for any unlawful purpose, including for the purposes of money laundering. If the Client violates this clause, Bolt may permanently suspend the Client from using the Bolt App.

5. FINAL PROVISIONS

5.1. Bolt may amend these General Terms for Bolt Send for Clients from time to time. We will inform you of any changes within a reasonable time period by sending a respective notice. Please feel free to stop using the Package delivery services if you do not agree with the updated terms. If you continue using the Package delivery after the reasonable time period as of the receipt of the notice, you are considered to have accepted the updated terms.

5.2. Nothing in these General Terms for Bolt Send for Clients limits and excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation or alter your rights as a consumer that cannot be excluded under applicable law.

5.3. Bolt reserves the right to terminate the Package delivery category in its sole discretion in the Bolt App at any time. Bolt will notify you of such termination in advance.