BOLT — EVIDENTIAL ANALYSIS

Corporate Identity, Consumer Disclosure, and Operator Licensing Arrangements: Regulatory Issues Requiring Clarification by Transport for London and the City of Wolverhampton Council

Prepared: 24 May 2026

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1. Executive Summary

This analysis assembles an evidential chain from eight independent primary sources demonstrating a material disconnect between Bolt's consumer-facing terms, its publicly disclosed corporate structure, and its operator licensing arrangements. The evidence identifies four distinct regulatory issues relating to trader identity disclosure, licensing transparency, and consumer information, and further raises a prima facie question requiring investigation under section 2 of the Private Hire Vehicles (London) Act 1998. Notably, Bolt updated its consumer-facing terms on 17 October 2025 after publicly disclosing the creation and role of Bolt Operations UK Limited, yet that entity remains entirely invisible within the contractual framework presented to consumers.

2. Primary Sources

The following documents have been examined:

#	Source	Key Content	Date
1	Bolt T&Cs Part 1 — General Platform Terms	Defines **"Bolt UK"** as Bolt **Services UK Limited**, Co. No. 11063356, 175 Long Lane, SE1 4GT	Effective 7 Nov 2025
2	Bolt T&Cs Part 2 — Private Hire Terms	**Journey** = provided by Bolt UK; **Driver** = on Bolt UK's behalf; **Operator** Licences listed as Bolt UK's licences.	Effective 7 Nov 2025
3	Wolverhampton PHO Licence Register	Only **"Bolt"** disclosed; Licence commenced 07/10/2021; expires 23/06/2026; **no legal entity recorded**	Register as at 22/05/2026
4	TfL PHV Register — Licence 10088	**Bolt Services UK Limited**; trading names: BOLT; BOLT	Current register

#	Source	Key Content	Date
		SERVICES UK LIMITED; expires 27/11/2026	
5	Companies House — **Bolt Services UK Limited**	Company No. 11063356 confirmed	Current
6	Bolt Services UK Ltd Annual Report	**Bolt Operations UK Ltd** established for agency model across Rest of UK (Inc. Wolverhampton; TfL/London excluded (UTAG judgment)	Filed at Companies House
7	Companies House AD01 — **Bolt Operations UK Limited (Wolverhampton/Agency)**	Co. No. 12683400; registered office changed to 175 Long Lane, London, SE1 4GT (from a previous London address)	Filed 05/07/2023
8	PHV (London) Act 1998, s.2	Prohibition on accepting private hire bookings in London without London PHV operator's licence; criminal offence	Statute

3. Corporate Identity: The Two Bolt Entities

The Bolt Services UK Limited annual report discloses two legally distinct operating entities within the Bolt UK structure. Their relationship to the evidence is set out below.

Entity	Co. No.	Registered Address	Model	Geography
Bolt Services UK Limited	11063356	175 Long Lane, London, SE1 4GT	**Principal**	London (TfL)
Bolt Operations UK Limited	12683400	175 Long Lane, London, SE1 4GT	**Agency**	Rest of UK incl. Wolverhampton

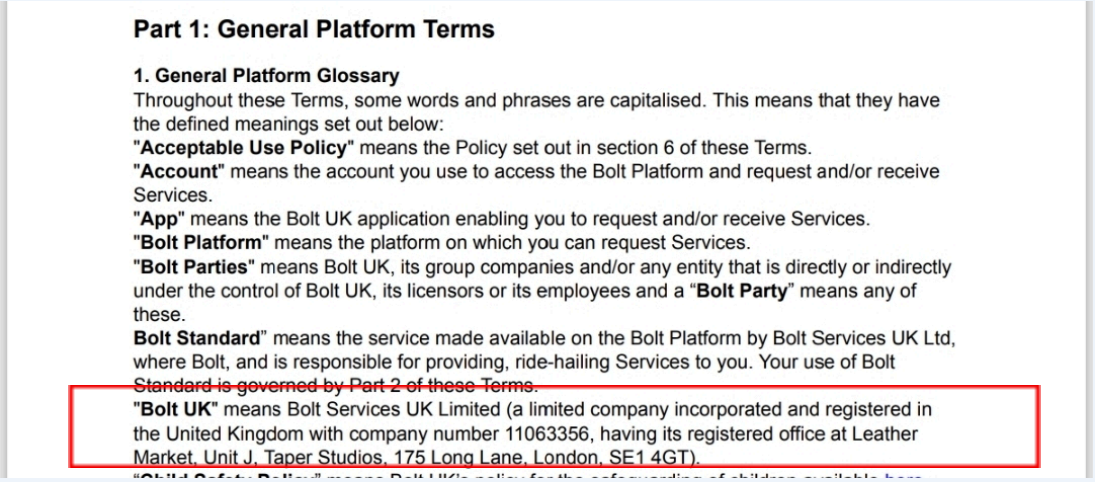
Both entities share the same registered office address. This was confirmed for **Bolt Operations UK Limited** by an AD01 Change of Registered Office form filed at Companies House on 05/07/2023.

The annual report states that Bolt Operations UK Limited “is in the process of acquiring Private Hire Operator licences under the agency agreement with the councils across the Rest of the UK.” The reason London is excluded is attributed to the United Trade Action Group (UTAG) v Transport for London judgment, which established that private hire operators cannot operate under an agency model in London.

3.1 Screenshot Evidence — Corporate Identity

📷 **SCREENSHOT: Bolt T&Cs Part 1 — Definition of ‘Bolt UK’**

*Shows Bolt UK defined as **Bolt Services UK Limited**, Co. No. 11063356, 175 Long Lane, SE1 4GT*

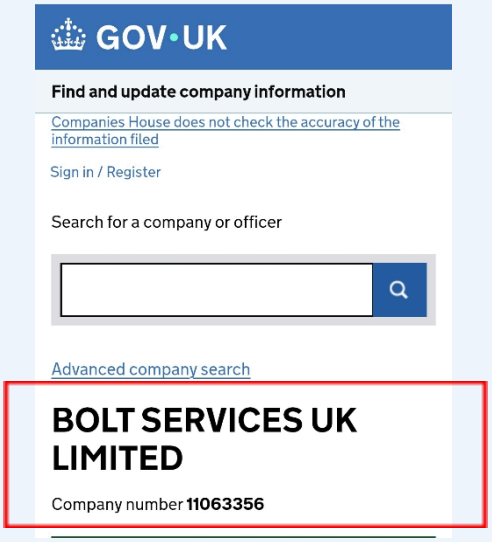


Part 1: General Platform Terms

1. General Platform Glossary
Throughout these Terms, some words and phrases are capitalised. This means that they have the defined meanings set out below:
"**Acceptable Use Policy**" means the Policy set out in section 6 of these Terms.
"**Account**" means the account you use to access the Bolt Platform and request and/or receive Services.
"**App**" means the Bolt UK application enabling you to request and/or receive Services.
"**Bolt Platform**" means the platform on which you can request Services.
"**Bolt Parties**" means Bolt UK, its group companies and/or any entity that is directly or indirectly under the control of Bolt UK, its licensors or its employees and a “**Bolt Party**” means any of these.
Bolt Standard” means the service made available on the Bolt Platform by Bolt Services UK Ltd, where Bolt, and is responsible for providing, ride-hailing Services to you. Your use of Bolt Standard is governed by Part 2 of these Terms.
"**Bolt UK**" means Bolt Services UK Limited (a limited company incorporated and registered in the United Kingdom with company number 11063356, having its registered office at Leather Market, Unit J, Taper Studios, 175 Long Lane, London, SE1 4GT).

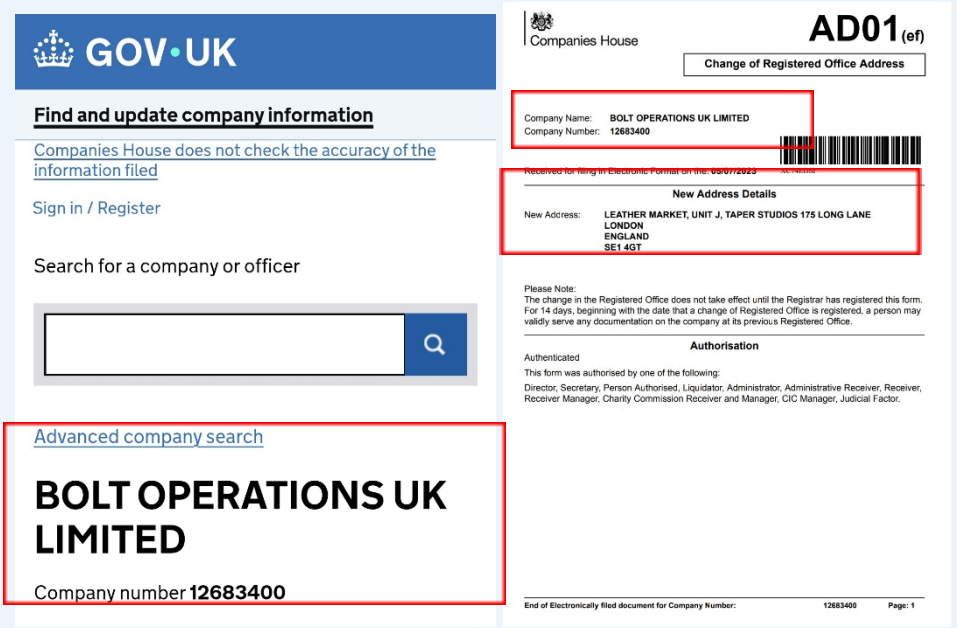
📷 SCREENSHOT: Companies House — Bolt Services UK Limited

Confirms company name and number 11063356



📷 SCREENSHOT: Companies House AD01 — Bolt Operations UK Limited

Confirms Co. No. 12683400 and registered office change to 175 Long Lane, SE1 4GT (filed 05/07/2023)



📷 **SCREENSHOT: Bolt Annual Report — Future Developments Section**

*Shows agency model rollout, establishment of **Bolt Operations UK Limited**, and UTAG judgment reference*



Future developments

Notwithstanding the uncertain macroeconomic environment going into 2025, we continue to see vast growth opportunities across the UK market. This is reflected in the commitment to increase investment in the UK.

In particular this investment will be reflected in the decision to roll out an agency model in June, alongside the existing principal operations in every UK city excluding London. A separate entity, Bolt Operations UK Limited, has been established to manage agency operations, while Bolt Services UK Limited will continue to operate the principal business. Bolt Operations UK Limited is in the process of acquiring Private Hire Operator licences under the agency agreement with the councils across the Rest of the UK.

Operating an agency and a principal model in the Rest of the UK region means every driver and rider in this region will have the option to ride under both models. Under principal, drivers will receive benefits such as Bolt Boost and the pension. Under agency a new price bidding feature will be introduced and drivers will retain more of what they earn via lowered Bolt commission and no requirement to pay into Bolt Boost. The agency and principal operations will be run from the Bolt Driver App and there are no limits on how often drivers can change which model they wish to work under. Riders and drivers in London will not experience any change to their principal operations because of the ruling in the United Trade Action Group (UTAG) v Transport of London (TfL) judgment in which it was ruled that Private Hire operators cannot operate under an agency model in London. Therefore an agency model will not be offered to TfL licensed drivers or to any riders in London.

We continue to deliver product enhancements and innovations, including rolling out new dispatching logic and a price bidding feature outside of London, driving improvements in quality and safety, among other core focus areas. We are also exploring several new category offers within London including a Priority category as well as Lux and WAVs (wheelchair accessible vehicles).

BOLT SERVICES UK LIMITED

4. Issue 1 — Wolverhampton Licence Register: Inadequate Entity Recording

4.1 The Register Entry

The City of Wolverhampton Council PHO licence register records the relevant entry as “Bolt” only — a truncated trade name with no legal entity, company number, or registered, or trading address. The contrast with TfL’s register entry for the same operator is stark:

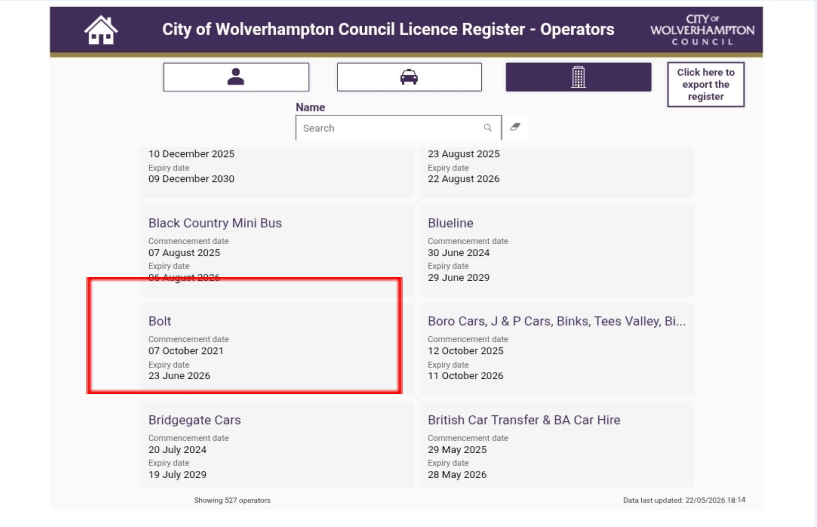
Field	Wolverhampton Register	TfL Register (10088)
Operator name on register	“Bolt”	Bolt Services UK Limited
Legal entity recorded	None	Bolt Services UK Limited
Company number	Not recorded	Not shown
Trading names	Not recorded	BOLT; BOLT SERVICES UK LIMITED
Commencement date	07 October 2021	—
Expiry date	23 June 2026	27 November 2026

TfL, licensing the same operator, records both the full legal name and all relevant trading names. Wolverhampton records only a truncated trade name. The discrepancy is not an industry-wide practice — it is a specific failure Wolverhampton.

4.2 Screenshot Evidence — Wolverhampton Register

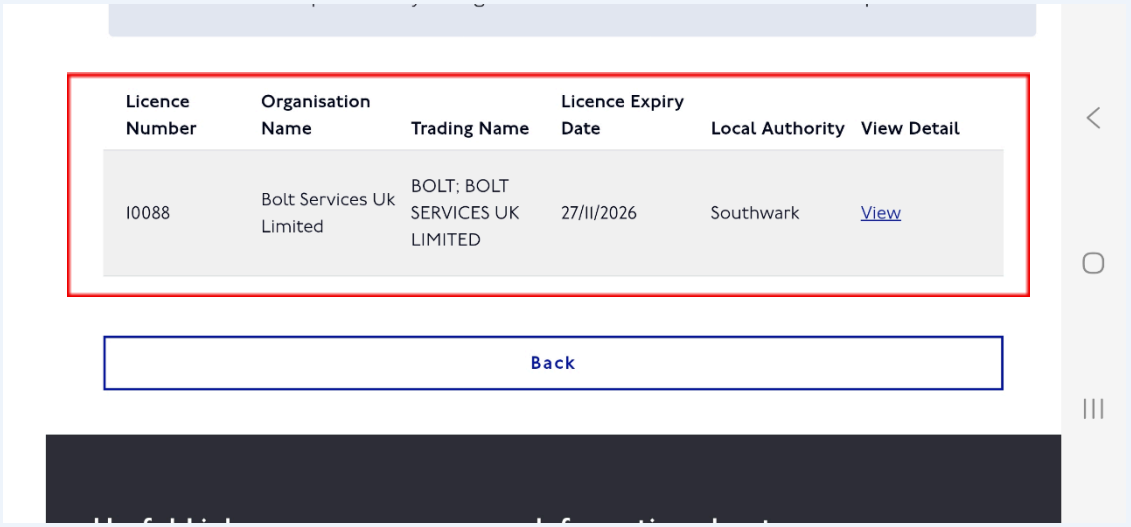
📷 **SCREENSHOT: Wolverhampton PHO Licence Register — Bolt Entry**

Shows “Bolt” as the operator name; commencement 07/10/2021; expiry 23/06/2026; no legal entity visible



📷 **SCREENSHOT: TfL PHV Register — Licence 10088**

Shows Bolt Services UK Limited as organisation name; trading names BOLT and BOLT SERVICES UK LIMITED; expiry 27/11/2026



Licence Number	Organisation Name	Trading Name	Licence Expiry Date	Local Authority	View Detail
I0088	Bolt Services Uk Limited	BOLT; BOLT SERVICES UK LIMITED	27/II/2026	Southwark	View

Back

4.3 Which Entity Holds the Wolverhampton Licence?

If Bolt's annual report to Companies House is accurate, the entity conducting agency operations in Wolverhampton is **Bolt Operations UK Limited** (Co. 12683400). The Wolverhampton register entry "Bolt" corresponds to neither entity with any precision.

Two possible positions arise, each problematic;

The terms and conditions state the private hire transportation service provided to Passengers by Bolt UK pursuant to these Private Hire Terms. Bolt UK is defined throughout as **Bolt Services UK Limited, registered at Leather Market, Unit J, Taper Studios, 175 Long Lane, London, SE1 4GT.**

That raises an immediate question about **Bolt Operations UK Limited**: what precisely is its role in the acceptance of Wolverhampton private hire bookings, given that it does not appear anywhere in the consumer-facing terms?

The annual Companies House report identifies it as the entity handling agency model operations across the Rest of UK, including Wolverhampton. The terms say nothing of the sort. That conflict gives rise to two distinct problems.

The first issue is one of consumer law and trader identity disclosure. A consumer making a booking under Bolt's Wolverhampton operator licence is informed, insofar as the contractual documentation provides any information on the point, that their

booking is being accepted by **Bolt Services UK Limited** at 175 Long Lane, London SE1 4GT. The consumer is given no indication that **Bolt Operations UK Limited** exists, that it is registered at the same address, or that it performs any role in relation to the Wolverhampton booking. Indeed, **Bolt Operations UK Limited** is entirely absent from the consumer-facing contractual framework. Whether the Wolverhampton operator licence is held by **Bolt Services UK Limited** or **Bolt Operations UK Limited,** the consumer is not provided with clear pre-contract information identifying the legal entity responsible for accepting the booking and entering into the transaction. The contractual documentation therefore fails to provide transparent and intelligible disclosure of trader identity and raises substantial concerns under the pre-contract information requirements contained in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, section 68 of the Consumer Rights Act 2015, and sections 227 and 230 of the Digital Markets, Competition and Consumers Act 2024.

The second is a criminal problem. **Both Bolt Services UK Limited** and **Bolt Operations UK Limited** are registered at Leather Market, Unit J, Taper Studios, 175 Long Lane, London, SE1 4GT. The only entity at that address holding a London PHV operator's licence is Bolt Services UK Limited, under TfL licence 10088. If it is Bolt Operations UK Limited that is in fact accepting the Wolverhampton bookings — as the annual report implies — it is doing so from a London address without holding a London PHV operator's licence. That is a criminal offence under section 2 of the Private Hire Vehicles (London) Act 1998, which prohibits any person from accepting private hire bookings in London without holding such a licence. The terms, by attributing all booking acceptance to Bolt Services UK Limited, simultaneously conceal this by directing any scrutiny toward the one entity (Bolt Services UK Ltd) at that address that does hold the licence.

5. Issue 2 — Consumer Terms Misidentify the Contracting Entity

5.1 What the Terms Assert

Bolt's consumer-facing Private Hire Terms (Part 2), effective 7 November 2025, contain three interlocking provisions that collectively assert **Bolt Services UK Limited** as the sole contracting entity for all bookings:

> *s.14 — "Journey" means the private hire transportation service provided to Passengers by **Bolt UK** pursuant to these Private Hire Terms.*
>
> *s.14 — "Driver" means a properly licensed driver who is authorised to transport a Passenger for Journeys on **Bolt UK's** behalf.*
>
> *s.14 — "Operator Licences" means any applicable **Bolt UK's** operator licences including: Bolt UK's PHV Operators Licence number 10088,*

> *issued by Transport for London … and other operator licences issued by local authorities in accordance with the Local Government (Miscellaneous Provisions) Act 1976 …*
>
> *s.15(a) — "Where applicable, **Bolt UK's** provision for the invitation or acceptance of bookings for Journeys is made under its relevant Operator Licences."*

Source: https://bolt.eu/en-gb/legal/rides/terms-for-riders/

"Bolt UK" is defined solely as **Bolt Services UK Limited** (Company No. 11063356). The Terms and Conditions apply universally to all private hire bookings made through the platform, irrespective of geographical location. **Bolt Operations UK Limited** (Company No. 12683400) is not identified anywhere within the Bolt Terms and Conditions, whether by company name, company number, or any descriptive reference.

5.2 Continuing Absence of Bolt Operations UK Limited from Consumer Documentation

Bolt's terms were last updated on 17 October 2025 and took effect on 7 November 2025. The annual report disclosing the **Bolt Operations UK Limited** restructure and agency model rollout was filed at Companies House before that date. Bolt therefore updated its consumer terms with full knowledge of the corporate restructure and chose not to reflect it.

The terms were updated after the corporate restructuring had been publicly disclosed. Despite that update, **Bolt Operations UK Limited** remained absent from the consumer-facing contractual framework. The omission therefore persisted notwithstanding Bolt's knowledge of the restructuring.

5.3 Screenshot Evidence — Consumer Terms

📷 SCREENSHOT: Bolt T&Cs Part 2 — Private Hire Glossary (s.14)

*Shows definitions of 'Journey', 'Driver', and 'Operator Licences' all referencing Bolt UK (= **Bolt Services UK Limited**) only*

Part 2: Private Hire Terms

This Part 2 sets out additional terms that will apply to you when requesting and receiving private hire services from Bolt UK via the Bolt Platform. To request and receive private hire services via the Bolt Platform, you must agree to these Private Hire Terms. If you do not agree to these Private Hire Terms, please do not request private hire services via the Bolt Platform.
The defined meanings set out in the General Platform Glossary (at section 1 above) shall apply.
If there is any inconsistency between the General Platform Terms (i.e. Part 1 of these Terms) and the Private Hire Terms (i.e. Part 2 of these Terms), the Private Hire Terms will apply.

14. Private Hire Glossary

Throughout these Private Hire Terms, some additional words and phrases are capitalised. This means that **for the Private Hire Terms only** they have the defined meanings set out below:

"Driver" means a properly licensed driver who is authorised to transport a Passenger for Journeys on Bolt UK's behalf.

~~**"Fare"** means the fare payable by Passengers for Journeys.~~

"Journey" means the private hire transportation service provided to Passengers by Bolt UK pursuant to these Private Hire Terms.

📷 SCREENSHOT: Bolt T&Cs Part 2 — s.15(a) Taking a Journey

*Shows acceptance of bookings described as '**Bolt UK's** provision' under its Operator Licences — no reference to **Bolt Operations UK Limited***

15. Taking a Journey

a. We operate the Bolt Platform which allows you to request, book, receive and pay for Journeys using the App. Where applicable, Bolt UK's provision for the invitation or acceptance of bookings for Journeys is made under its relevant Operator Licences. We will provide Journeys in accordance with the details provided when your booking is confirmed.

b. When you submit a booking request for a Journey, Bolt UK may accept your booking request (depending on your location and payment history and Driver availability).

c. Once your Journey request has been confirmed, a contract between you and Bolt UK will be created for the provision of the Journey in accordance with these Terms, including in respect of our commitment to provide the Journey and your commitment to pay.

5.4 The Three-Source Contradiction

Source	Contracting Entity Named	Company No.	Model
Bolt consumer T&Cs (all bookings)	**Bolt Services UK Limited**	11063356	Principal
Annual report (Rest of UK bookings (inc. Wolverhampton)	**Bolt Operations UK Limited**	12683400	Agency
Wolverhampton licence register	"Bolt" — no entity identified	Not recorded	Unknown

Three inconsistent positions, none of which correctly and unambiguously identifies the contracting entity to a consumer making a booking in Wolverhampton.

5.5 Consumer Law Consequences

Instrument	Provision	Obligation Breached	Nature of Breach
CCR 2013	Reg 13, Schedule 2	Pre-contract disclosure of trader's identity	Terms name wrong entity for Rest of UK bookings
CCR 2013	Reg 13, Schedule 2	Pre-contract disclosure of trader's geographic address	**Bolt Operations UK Ltd (Wolverhampton)** address not disclosed
CRA 2015	s.68	Prominent, intelligible pre-contract information	Terms describe wrong contracting entity
DMCC Act 2024	ss.227 and 230	Trader identity and address (independent of CCR)	**Bolt Operations UK Ltd** entirely absent
DMCC Act 2024	Misleading actions,	False statement of trader identity	Terms positively assert wrong entity after restructure known

Instrument	Provision	Obligation Breached	Nature of Breach
	material omission.		

5.6 The Principal/Agency Classification Trap

The classification of the operating model affects the route to the consumer law breach but not the destination. Where Bolt Services UK Limited acts as principal transport provider, Regulation 7(3) CCR 2013 disapplies Schedule 2 in its entirety, meaning the pre-contract disclosure obligations under that instrument do not apply directly — the disclosure argument for that limb rests instead on DMCC Act 2024 ss.227 and 230, which operate independently of the CCR regime and are not subject to the Reg 7(3) carve-out. Where Bolt Operations UK Limited acts as agent, the position is more direct: Reg 7(3) is inapplicable because the operator is not the principal transport provider, Schedule 2 therefore applies in full including the pre-contract identity and address obligations and no exemption argument is available to the trader. The agency model produces a stronger and more immediate consumer law obligation, not a weaker one. Whichever entity is the correct contracting party for Wolverhampton bookings, a disclosure failure exists on the evidence assembled above — the applicable legal route differs depending on the model, but the conclusion does not.

6. Issue 3 — Potential Criminal Offence: s.2 PHV (London) Act 1998

6.1 The Statutory Prohibition

Section 2(1) of the Private Hire Vehicles (London) Act 1998 provides:

> *No person shall in London make provision for the invitation or acceptance of, or accept, private hire bookings unless he is the holder of a private hire vehicle operator's licence for London.*

Section 2(2) makes contravention a criminal offence punishable on summary conviction by a fine not exceeding level 4 on the standard scale.

6.2 Application to Bolt Operations UK Limited

The AD01 filed on 05/07/2023 confirms that **Bolt Operations UK Limited** (Co. 12683400) is registered at 175 Long Lane, London, SE1 4GT — the same address as **Bolt Services UK Limited**. Bolt Operations UK Limited is therefore formally based in London.

The annual report confirms Bolt Operations UK Limited is acquiring PHO licences and conducting agency operations across the Rest of the UK.

The consumer-facing terms identify Bolt Services UK Limited at 175 Long Lane as the entity accepting bookings. **Bolt Operations UK Limited is not disclosed**. Accordingly, the contractual documentation *prima facie* indicates that Bolt Services

UK Limited is the booking acceptor for Wolverhampton private hire bookings. If another entity is in fact accepting bookings, that arrangement is not disclosed to consumers and requires explanation by the operator and regulator.

Bolt's 10088 TfL operators' licence does not extend to **Bolt Operations UK Limited**. They are separate legal entities with different company numbers. A licence held by one entity cannot authorise operations by another.

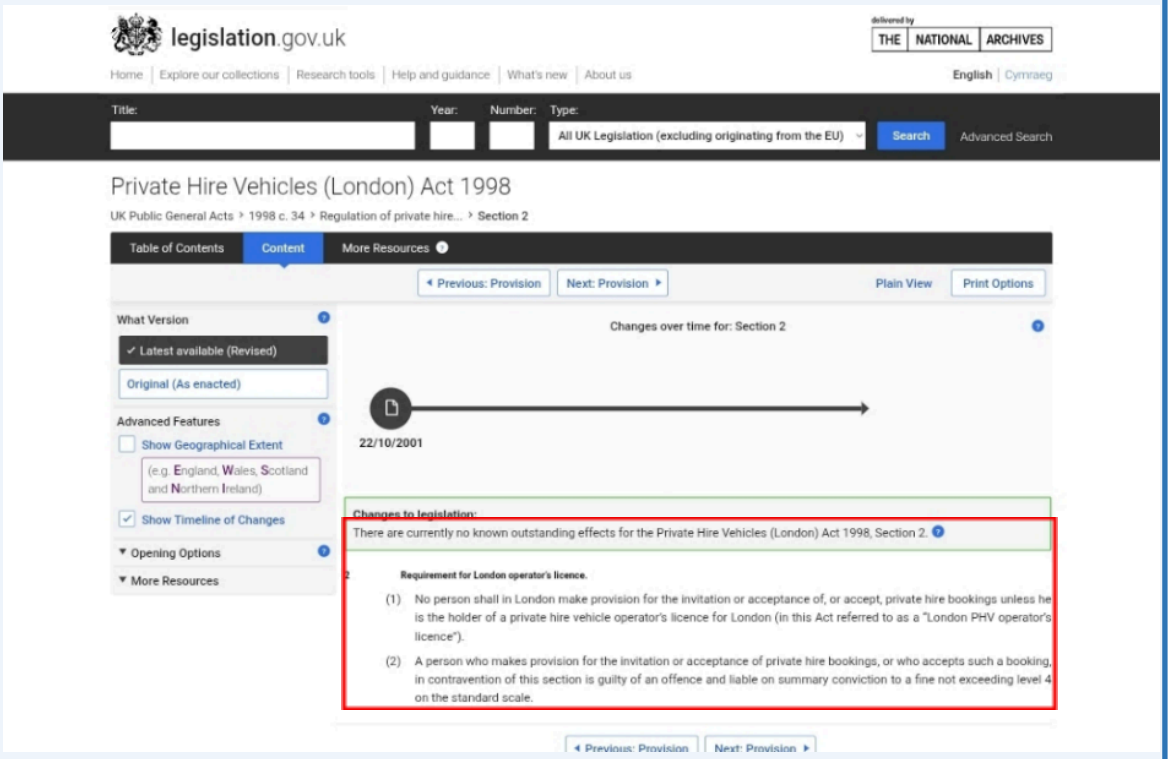
Entity	London PHV Licence	Accepting Bookings (Annual Report)	s.2 PHV Act 1998 Status
Bolt Services UK Limited	10088 (TfL) — YES	London bookings	London address
Bolt Operations UK Limited	None on record — NO	Rest of UK incl. Wolverhampton	**Potential criminal offence**

This is not a regulatory compliance gap. It is a potential criminal offence by an entity licensed in Wolverhampton yet operating from a London operating address. It goes directly to TfL's fit and proper assessment of the Bolt group as a whole.

6.3 Screenshot Evidence — s.2 Chain

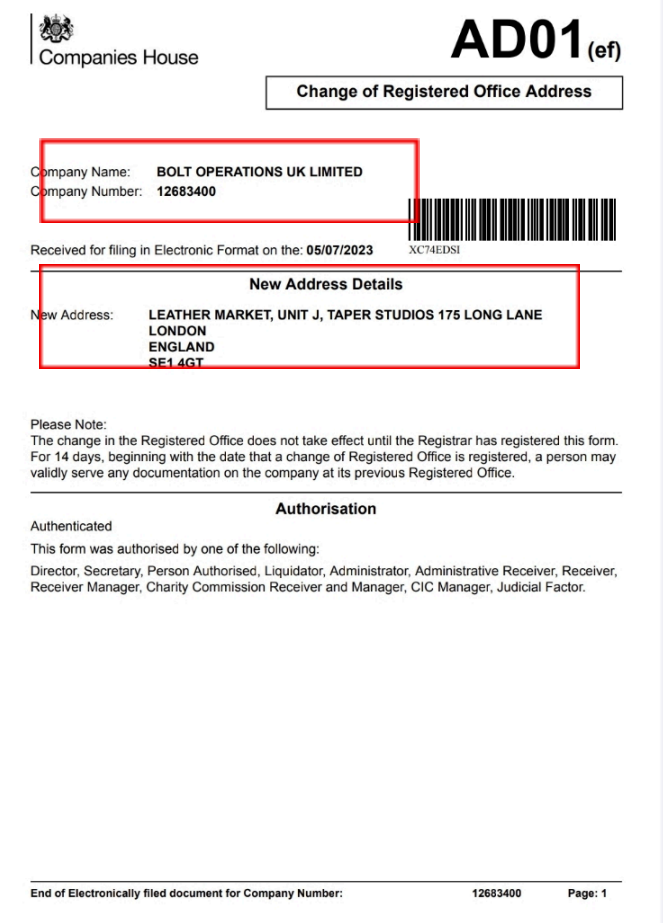
📷 SCREENSHOT: PHV (London) Act 1998 — Section 2 (legislation.gov.uk)

Shows the prohibition on accepting bookings in London without a London PHV operator's licence and the criminal offence provision



📷 SCREENSHOT: Companies House AD01 — Bolt Operations UK Limited

Confirms registered office at 175 Long Lane, London, SE1 4GT — evidencing London base (duplicate from Section 3)



Companies House

AD01 (ef)

Change of Registered Office Address

Company Name: **BOLT OPERATIONS UK LIMITED**
Company Number: **12683400**

Received for filing in Electronic Format on the: **05/07/2023**

XC74EDSI

New Address Details

New Address: **LEATHER MARKET, UNIT J, TAPER STUDIOS 175 LONG LANE**
LONDON
ENGLAND
SE1 4GT

Please Note:
The change in the Registered Office does not take effect until the Registrar has registered this form. For 14 days, beginning with the date that a change of Registered Office is registered, a person may validly serve any documentation on the company at its previous Registered Office.

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

End of Electronically filed document for Company Number: 12683400 Page: 1

7. Cumulative Layer — The Backfilling / Booking Architecture Argument

The disclosure failures identified above are not confined to the wording of the contractual documentation. They are compounded by the design of the booking process itself.

The booking process operates as follows:

1. The consumer submits a booking request through the Bolt application.
2. The platform algorithm identifies an available driver.
3. A driver is selected and confirms acceptance of the booking request.
4. The booking is confirmed and the contractual relationship is created in accordance with Bolt's terms.
5. The consumer proceeds with the journey on the basis of that confirmation.

Throughout that process, the consumer is not provided with any clear mechanism for identifying the legal entity responsible for accepting the booking before becoming contractually committed to the transaction. The contractual documentation identifies only **Bolt Services UK Limited**, while **Bolt Operations UK Limited** is entirely absent from the consumer-facing framework.

Accordingly, the disclosure issue arises at two distinct levels.

First, the contractual documentation itself does not clearly identify the legal entity responsible for Wolverhampton bookings. The only entity expressly disclosed to consumers is **Bolt Services UK Limited**.

Secondly, the booking architecture provides no meaningful opportunity for the consumer to verify or distinguish between those entities before the booking is accepted and the contractual relationship is formed. As a result, even if a different legal entity is said to be responsible for the booking in practice, the consumer is not placed in a position to identify that entity before entering into the transaction.

The combined effect is that the consumer cannot make an informed decision regarding the identity of the trader with whom they are contracting prior to booking confirmation, thereby undermining the transparency and trader-identification objectives that underpin the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, section 68 of the Consumer Rights Act 2015, and sections 227 and 230 of the Digital Markets, Competition and Consumers Act 2024.

8. Regulatory Pressure Points and Actions

8.1 Wolverhampton Licensing Authority

I am pursuing three lines of action concurrently.

First, I am submitting a formal complaint concerning the apparent failure to record the licensed entity on the public register, the potential operation of **Bolt Operations UK Limited** under a private hire operator licence that it does not hold/or is not disclosed to the consumer.

Secondly, I am submitting a Freedom of Information request seeking clarification as to which legal entity currently holds the Wolverhampton private hire operator licence. I have requested disclosure of the licence document and accompanying conditions schedule, together with evidence, insofar as disclosure is consistent with the public interest, identifying the geographical operating centre from which the licensed operator is conducting its activities.

Thirdly, I am asking both authorities to confirm whether it has been notified of the corporate restructuring involving **Bolt Operations UK Limited**, including the transition to a contractual ‘agency’ model for Wolverhampton private hire bookings while, at the same time, the same mobile phone application is said to facilitate bookings in London under a contractual ‘principal’ model regulated by Transport for London.

I further seek an explanation of how these differing legal arrangements operate in practice through a single consumer-facing platform, and how an average consumer is expected to identify the contracting entity, the applicable regulatory framework, and the party responsible for the booking before entering into the transaction, in accordance with Bolt’s obligations under consumer protection law. This is notwithstanding the public interest considerations arising in this matter, including the interests of His Majesty’s Revenue and Customs in relation to the proper collection and administration of taxation and revenue.

The dual-model structure invites a further question that neither Bolt nor any licensing authority has answered. The reason London is excluded from the agency model is not commercial — it is compelled. The *Uber London Limited v Transport for London* [2021] EWHC 3290 (Admin) judgment made the agency model legally unavailable in London. Bolt therefore operates as principal in London because it has no choice, and as agent outside London because the regulatory constraint does not apply. The underlying operation — a single app, a single set of terms, a single corporate group — is materially identical in both geographies. The characterisation of ‘principal’ activity in London and ‘agency’ activity outside London is a distinction that is strained to the point of artificiality. It exists not because the economic reality differs but because the regulatory consequences are lighter — including, materially, the VAT treatment of the supply. Where an operator acts as agent, the fare is not its turnover; where it acts as principal, it is. If **Bolt Operations UK Limited** is conducting agency operations outside London while **Bolt Services UK Limited** accounts for VAT as

principal across all bookings, that inconsistency is a matter for HMRC independently of any licensing or consumer law consideration. That is precisely the kind of classification that consumer protection law, and revenue law, properly applied, looks through.

8.2 TfL — Fit and Proper (Transport for London)

I am raising two distinct concerns with TfL, one of which goes beyond regulatory compliance into potential criminal liability. **Bolt Operations UK Limited (Wolverhampton/Agency)** is registered at 175 Long Lane, London SE1 4GT — the same address as **Bolt Services UK Limited (Transport for London/Principal)** — and on the annual report's own evidence is accepting private hire bookings from that address without holding a London PHV operator's licence. I am drawing this to TfL's attention as a matter engaging section 2 of the Private Hire Vehicles (London) Act 1998, which creates a criminal offence, not merely a licensing irregularity, and I am calling for it to be investigated accordingly. I am separately putting to TfL that the group's consumer-facing terms were updated in October 2025 with full knowledge of the corporate restructure yet continue to misidentify the contracting entity for all Rest of UK bookings, and that both matters are directly relevant to its fit and proper assessment of the Bolt group as a licensed operator

Note: As identified, Bolt's consumer facing terms and conditions state:

1.1. **"Bolt UK" means Bolt Services UK Limited** (a limited company incorporated and registered in the United Kingdom with company number 11063356, having its registered office at Leather Market, Unit J, Taper Studios, 175 Long Lane, London, SE1 4GT).

1.2. 15. Taking a Journey. We operate the Bolt Platform which allows you to request, book, receive and pay for Journeys using the App. Where applicable, **Bolt UK's provision** for the invitation or acceptance of bookings for Journeys is made under its relevant Operator Licences. We will provide Journeys in accordance with the details provided when your booking is confirmed.

Source: https://bolt.eu/en-gb/legal/rides/terms-for-riders/

8.3 Trading Standards

- Southwark and Wolverhampton Trading Standards (already engaged on the Bolt complaint): the misleading actions and material omissions point is now supported by direct documentary evidence from the annual report and the AD01 filing, post-dating the October 2025 terms update.

- The DMCC Act 2024 ss.227/230 strand can be advanced independently as the terms fail to disclose **Bolt Operations UK Limited** as trader identity and address for Rest of UK bookings (i.e. Wolverhampton).

9. Summary of Failures

Failure	Legal/Regulatory Basis	Severity	Target
Wolverhampton register records “Bolt” with no legal entity	Licence conditions; record-keeping obligations	High	Wolverhampton LA
Consumer terms name wrong entity for Rest of UK bookings	CCR 2013, Reg 13 Sch 2 para (a); S.68 CRA 2015 DMCC 2024 ss.227, 230	High	Trading Standards; TfL
Bolt Operations UK Ltd not disclosed in consumer terms	CCR 2013 Reg 13, Sch 2; CRA 2015 s.68, DMCC 2024 ss. 227, 230	High	Trading Standards
Terms updated after restructure; Omission.	Misleading actions, material omission.	High	Trading Standards
Pre-contract disclosure impossible	CCR 2013, Reg 13, Sch 2; s.68 CRA 2015, DMCC 2024	High	All authorities
s.15(a) T&Cs attributes **ALL operator licences**	Misrepresentation.	High	Trading Standards; TfL

Failure	Legal/Regulatory Basis	Severity	Target
to Bolt Services UK Ltd			
Bolt Operations UK Ltd accepting London bookings without PHV licence	**PHV (London) Act 1998 s.2 — criminal offence**	**CRITICAL**	TfL.