



Vehicle Movement

Terms and Conditions of Sale

Version updated on 5 September 2022

In addition to the activity involved in putting vehicle lessees in touch with vehicle lessors, DriveMe links up Clients posting Vehicle Movement Offers on the online Platform with Drivers.

These terms and conditions of sale (hereafter referred to as “T&C of Sale” for the DriveMe intermediary Platform, available at www.driiveme.co.uk (hereafter referred to as the “Platform”) or on the mobile app developed for this purpose (hereafter referred to as the “App”) will govern the whole contractual relationship between:

- On the one hand the private limited share company DRIIVEME LTD, whose registered office is at 38b Archer House, Vicarage Crescent, SW113LF, London, U.K whose Company Registration Number (CRN) is 11258738, represented by Mr. Trevor Lambert as Director, hereafter referred to as “DriveMe”,
- and on the other hand, any natural or legal person (hereafter referred to as the “User”), registered on the Platform to post an online job offer for a vehicle that needs to be moved (hereafter referred to as the “Vehicle Movement Offer”) by a client (hereafter referred to as the “Client(s)”) or to move a vehicle as part of a professional Vehicle Movement service (hereafter the “Driver(s)”) after accepting a Vehicle Movement Offer.

Each Driver must follow the full registration procedure on the Platform and/or on the App, in the section provided for professionals where a professional account will be created.

DriveMe reserves the right to refuse any registration, particularly if the details provided by the Driver are incomplete or inadequate.

The purpose of these T&C of Sale is to define the relationship between Clients, Drivers and DriveMe within the context of the linking opportunities available via the Platform and/or the App.

In other words, the T&C of Sale are designed to define the terms and conditions according to which the Driver books and carries out Vehicle Movement Offers via the Platform and/or the App on behalf of Clients.

This relationship is not exclusive and there is no hierarchical relationship between DriveMe, the Client and the Driver.

The process for accessing and using the Platform and the App are defined in the Terms and Conditions for Using the Vehicle Movement Platform (hereafter referred to as the “Vehicle Movement T&C of Use”).

These T&C of Sale as well as the T&C of Use may be supplemented and/or amended at any time by DriveMe. Clients and Drivers will be informed of any updates immediately.

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DriiveMe reserves the right to amend and/or add to its T&C of Sale and T&C of Use at any time and without notice. Clients and Drivers will have to accept the T&C of Sale and T&C of Use in force when they confirm that they want to post or accept a Vehicle Movement Offer respectively.

The applicable T&C of Sale are those in force on the date on which the Platform is used by the User, a Vehicle Movement Offer is posted online by the Client or a Vehicle Movement Offer is booked by a Driver.

If there is a problem, malfunction or irregularity preventing access to the Platform via the website or the App, the Driver will notify DriiveMe as soon as possible, by email to: **pro@driiveme.co.uk** or by telephone on **+44 2070 826580**.

Article 1 – Creating an Account and Accessing the Platform

1.1 DriiveMe has developed a Platform (and App) designed to link up Clients who want to have a vehicle they are looking after moved by a Driver who is looking for a vehicle to move on a professional basis for a specific trip (hereafter the “**Vehicle Movement**” service).

1.2 The Client and the Driver must register on the Platform, which will then mean that they can create a personal account (Client) or a professional account (Driver) offering private access to the account as well as the information and/or documents required by DriiveMe when registering (hereafter referred to as the “**Account**”).

DriiveMe will be able to monitor and confirm registration and new Accounts on the Platform.

By logging in to their Account, Clients will be able to see the history of Vehicle Movement Offers they have posted as well as the invoices that have been paid or are awaiting payment.

By logging in to their Account, Drivers will be able to see the history of Vehicle Movement jobs they have carried out and the invoices that have been paid or are awaiting payment by DriiveMe.

1.3 For each Vehicle Movement job, as long as they have already registered on the Platform and have an Account, the Client can post a Vehicle Movement Offer straight on the Platform (or on the App) by filling in the whole form for posting Offers online with the following details:

- the details of the vehicle to be moved, including in particular: registration number, brand, model and fuel type
- the details of the Vehicle Movement job, including in particular: the address from which the vehicle needs to be picked up and the delivery address, the period during which the vehicle needs to be moved, the identity and contact details of the individuals responsible for handing over the vehicle when it is picked up and those responsible for accepting it on arrival and the type of vehicle to be moved
- any additional services that need to be provided by the Driver, including in particular internal and/or external cleaning, handover or any other service specifically required by the Client (hereafter referred to as “**Ancillary Services**”) which will be specified in the Vehicle Movement Offer
- any other information needed to carry out the Vehicle Movement job properly.

1.4 The Driver or professional service provider must have signed a contract with DriiveMe (hereafter referred to as the “**Contract**”) for accessing the Platform.

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Signing this Contract means that they can register on the Platform and create and activate their Account, which they will need to log in to (directly on the Platform or the App) to view the Vehicle Movement Offers posted and listed there and choose the Vehicle Movement Offer(s) they want to book and undertake to carry out.

By registering on the Platform, the Driver specifically acknowledges that they fulfil the following conditions, both when they register and when they carry out Vehicle Movement jobs:

- they are at least 25 years of age
- they have had a driving licence for the type of vehicle to be moved for at least 3 years
- they have not been found guilty of drink driving or driving under the influence of drugs
- they will carry out the Vehicle Movement job carefully, safely and in accordance with the Highway Code (speed limit, parking etc.) applicable in the different countries they may need to travel through
- they will never carry out a Vehicle Movement job under the influence of drink and/or drugs.

Article 2 – Definition of the Vehicle Movement service

2.1 The Vehicle Movement service offered by a Client, posted on the Platform and then chosen by a Driver, consists of moving a vehicle by driving it from a departure point (point A) to an arrival point (point B), within a given period, in accordance with the terms offered by DriveMe (in these T&C of Sale, the Contract and the Work Order) and the road safety rules in force in the country or countries where the Vehicle Movement job is carried out.

2.2 The Vehicle Movement job may be accompanied by Ancillary Service(s) if specifically requested by the Client as specified in the Vehicle Movement Offer.

2.3 If the Driver has a one-car transporter truck, the Driver must indicate this in the DriveMe profile and provide the insurance certificate and a photo of the vehicle. Subsequently, this will be validated by DriveMe and the Driver will then be able to carry out the proposed one-car transporter offers.

The proposed rate is a global rate and includes mileage expenses (tolls and fuel) as well as the remuneration for the service.

Article 3 – Booking and providing a Vehicle Movement service

3.1 The Driver, who is the professional service provider, must have signed the Contract with DriveMe for accessing the Platform.

3.2 Once the contract is signed, they have registered and been approved on the Platform and their account has been activated, the Driver can view the Vehicle Movement Offers listed on the Platform.

The Driver is free to choose and book the Vehicle Movement Offer(s) that they undertake to carry out.

3.3 By making a booking, the Driver undertakes to carry out the Vehicle Movement job in accordance with the terms indicated in the Vehicle Movement Offer and summarised in the Work Order, the provisions of the Contract for accessing the Platform, these T&C of Sale and the Highway Codes applicable in the different countries travelled through by the Driver during the Vehicle Movement job.

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Once an Offer is booked on the Platform, the Driver will receive a confirmation email containing a summary of the information relating to the Vehicle Movement Job, as well as the Work Order and the documents needed to carry out the Vehicle Movement job, including in particular:

- the departure (point A) and arrival (point B) addresses
- the timings that must absolutely be respected to:
 - o pick up the vehicle to be moved from point A (departure) and
 - o hand over the vehicle at point B (arrival)
- the hard copy of the vehicle checks for the Vehicle Movement job, to be completed both at departure (point A) and on arrival (point B)
- the identity of the agent, whether a natural or legal person, responsible for handing over the vehicle on departure and of the agent, whether a natural or legal person, responsible for taking delivery of the vehicle on arrival (hereafter referred to as the “Agent”)
- any Ancillary Services for the Vehicle Movement job.

It is the Driver’s responsibility to print out all the documents needed for the Vehicle Movement job (at their own expense) and in particular the hard copy of the vehicle checks report.

3.4 The Driver will travel to the departure address (point A) and from the arrival point (point B) by any means at their disposal and at their own expense.

3.5 When picking up the vehicle to be moved, the Driver will make sure that it is indeed the vehicle (brand, model) specified in the Work Order and also that the registration number of the vehicle is correct.

3.6 The vehicle being moved will be the subject of (i) a hard copy of the vehicle checks report and (ii) an electronic vehicle checks report (on the App) to be produced via their smartphone on departure (point A) and on arrival (point B).

The Driver must make sure that they specify the correct vehicle registration number (to avoid any error) on both versions of the vehicle checks report.

These two vehicle checks reports (hard copy and electronic) are required to move a vehicle and close the Vehicle Movement job.

Failure to provide either of the duly completed vehicle checks reports will mean that the Driver may incur penalties in accordance with the stipulations of Article 10 of the T&C of Sale.

Any problem, malfunction or irregularity (recorded on departure (point A), on arrival (point B) or while the vehicle is being moved must always be specified in the vehicle checks report (hard copy **and** electronic versions).

For example, if a Driver arrives at the departure point and the vehicle is not available, they must indicate this in the hard copy and have it signed/stamped by the Agent at the Vehicle Movement departure point.

In addition, if there is a problem with the Platform or App, the Driver must inform Driiveme immediately by email to: driver@driiveme.co.uk or by telephone on **+44 2070 826580** as soon as possible.

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Both the hard copy and electronic versions of the vehicle checks report for the Vehicle Movement job will include information about the vehicle to be entered by the Driver **both on departure (point A) and on arrival (point B)**, with the help of the person on whose behalf the Vehicle Movement is being carried out (on departure) and/or the person responsible for receiving the vehicle (point B), including in particular (but not limited to):

- the mileage
- the fuel level;
- the departure date and time
- the arrival date and time
- the level of internal and external cleanliness
- any damage to the vehicle
- any malfunction or any other necessary notification.

The Driver must submit these vehicle checks reports to the Agent present at the departure point (point A).

If the Agent is not at the departure point, the Driver must explicitly mention this both on the hard copy vehicle checks report and on the electronic version available on the App.

3.7 The Driver must act professionally when carrying out the Vehicle Movement job, both in terms of interaction with other points of contact and with other drivers.

The Driver must respect the provisions and obligations specified in the T&C of Sale, the Contract, the Work Order and the Drivers' Code of Conduct.

Any fuel and toll costs will be paid by the Client.

The Driver will make sure they keep any receipts and supporting documents associated with refuelling and/or paying any tolls in order to be reimbursed by DriveMe.

During the Movement, the Driver accepts geolocation allowing DriveMe to follow and ensure the proper execution of said movement but also to meet security requirements.

3.8 When they arrive at their destination, the Driver must give these vehicle checks reports to the Agent at the arrival point (point B) for them to be signed.

If the Agent is not at the arrival point, the Driver must explicitly mention this both on the hard copy vehicle checks report and on the electronic version available on the App .

3.9 In order to close a Vehicle Movement job, the Driver must:

- validate the duly completed hard copy vehicle checks reports on departure and on arrival with the departure and arrival Agents
- validate the duly completed electronic vehicle checks reports on the App
- specify and upload the supporting documents for expenses paid to carry out the Vehicle Movement job (fuel, tolls etc.)

If a Vehicle Movement job is not closed within a period of (1) month from the date on which the Vehicle Movement job was carried out, it will be deleted and the corresponding payment will not be due.

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3.10 DriiveMe has taken out an insurance policy to cover the vehicles being moved as part of the Vehicle Movement service.

In the event of an accident, the Driver must first inform DriiveMe as soon as possible, by telephone on **+44 2070 826580** then send an email to **driver@driiveme.co.uk** with the following details and information: Work Order number, vehicle registration number, brand and model of the vehicle concerned, information about the accident (date, time, place, description of damage to the vehicle, any other damage/injury (physical injury to the Driver, physical injury to the passenger(s) of other vehicles involved etc.), the completed agreed statement of facts (a photograph or via any App that lets you scan a document), photos of any damage to the vehicle involved in the accident (whether or not it is the vehicle being moved).

An expert's report may be provided by an automotive professional and an estimate of the costs may be sent to the Driver, depending on the total excess amount.

Article 4 – Driver's Obligations

4.1 The Driver will have a U.K. driving licence **at least 3 years old**, which covers the type of vehicle to be moved.

At the time of each Vehicle Movement job, the Driver must not have had their licence suspended or withdrawn.

By providing their driving licence number, the Driver solemnly certifies that it is valid.

If any false document of any kind is provided (*i.e.: driving licence that is invalid or does not match the Driver's identity, falsified professional indemnity insurance certificate etc.*) the Driver may be liable to pay fines and/or face legal proceedings.

In this case, the Driver's Account will be closed immediately.

In addition and so that DriiveMe is not associated with the fraud, the Driver cannot claim any payment for Vehicle Movement jobs previously carried out and they may face legal proceedings.

4.2 The Driver undertakes to carry out the Vehicle Movement job that they have chosen and booked on the Platform or App.

The Driver undertakes to do their best to complete the Vehicle Movement job successfully.

In particular, they must take the utmost care of the vehicle, complete the vehicle checks report, arrive punctually at the departure point (point A) and the arrival point (point B) and to be polite and respectful with all interlocutors, whoever they might be.

4.3 The Driver must always have a blank Accident Report Form when carrying out any Vehicle Movement job. Accident Report Forms are readily available online. In the event of an accident, the Driver must draw up an agreed statement of facts using the Accident Report Form.

4.4 As soon as the vehicle is picked up at the departure point (point A), the Driver undertakes, for each Vehicle Movement job, to put the App into operation for guidance and estimation of travel time.

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The Driver is informed that the App also allows the geolocation of the vehicle moved. The App concerned and the geolocation must be enabled throughout the duration of the Vehicle Movement job.

The deletion or suspension of geolocation is prohibited for the duration of the Movements and non-compliance will result in penalties in accordance with Article 10.

In the event of an anomaly in carrying out the Movement (suspicious mileage excess, absence, error in vehicle drop-off location, excessive delay, etc.) and for reasons to do with the improvement of the Application, the Driver is informed that DriiveMe reserves the right to consult the information collected by the Application in order to examine the route taken.

4.5 The Driver undertakes to be alone in the vehicle when carrying out any Vehicle Movement service (*i.e.: not to carry any passengers on a car-sharing basis for example*).

4.6 The Driver undertakes not to transport any item, luggage, parcel or other item either professionally or commercially.

4.7 During each Vehicle Movement job, the Driver undertakes to follow all the advice and recommendations stipulated in the Drivers' Code of Conduct, which is provided when registering on the Platform and can be consulted at any time on the Platform and/or on the App.

4.8 If they change their address, phone number, identity document (including in particular if it is renewed) or bank details, the Driver undertakes to update their Account and upload the latest documents.

Failing that, the commercial relationship may be terminated.

Article 5: Client's Obligations

5.1 The Client must make the vehicle specified in the Vehicle Movement Offer available to the departure Agent at the departure point (point A) in the time period indicated in the Vehicle Movement Offer.

5.2 The Client must pay the invoices issued by DriiveMe in exchange for being put in touch with the Driver.

Article 6 – DriiveMe's Obligations

6.1 DriiveMe will provide the Driver with all the information and documents that might help to make sure the Vehicle Movement job can be carried out smoothly .

6.2 DriiveMe will do everything it can to respond to telephone calls and emails promptly when contacted by the Driver.

6.3 DriiveMe will pay invoices issued by the Driver once a Vehicle Movement job has been completed and closed.

Article 7 – Cancelling a Vehicle Movement job

7.1 - Cancellation by the Driver

To cancel a Vehicle Movement job that has been booked, the Driver must go to their Account via the Platform or App.

They must also inform DriveMe as quickly as possible, by email to: promovements@driiveme.co.uk or by telephone on +44 2070 826580.

Any cancellation of a Vehicle Movement job (i.e. a Vehicle Movement Offer that has been booked) by the Driver will be liable to a penalty in accordance with the conditions stipulated in Article 10.

In the event of cancellation due to force majeure, the Driver's penalty may be waived, as long they provide proof.

7.2 – Cancellation by DriveMe

DriveMe reserves the right to cancel a Vehicle Movement job by a Driver if, in particular, the Client is unable to deliver the vehicle to the departure point (Point A) during the specified time period.

DriveMe must inform the Driver by any means and as soon as possible by contacting them via the contact details provided (email address and telephone number) when they registered on the Platform.

If DriveMe cancels a Vehicle Movement job, this could result in compensation being owed in accordance with the conditions stipulated in Article 10.

Article 8 – Prices – Costs – Invoicing – Payment

8.1 Prices and invoices issued by DriveMe to the Client

For each Vehicle Movement job, the DriveMe platform will use an algorithm to generate a price for the Client for each Vehicle Movement job on the Platform. This generated price is excluding VAT and will be according to the rate card already pre-agreed with the client.

Unless explicitly agreed otherwise, the prices do not include the costs incurred by the Vehicle Movement job (fuel and tolls).

Each Vehicle Movement job carried out following the Vehicle Movement Offer posted on the Platform by the Client will result in an invoice being issued to the latter by DriveMe.

8.2 Price and invoices issued by the Driver to DriveMe

Vehicle Movement Offers confirmed by the Client and posted on the Platform will stipulate the price of the Vehicle Movement job, including payment for the Driver for the Vehicle Movement job, payment for the Driver for any Ancillary Services and an estimate of the Vehicle Movement fees.

The Driver is therefore aware of the price offered for the service in the Vehicle Movement Offer.

The Driver can either accept the price stipulated in the Vehicle Movement Offer or propose to DriveMe a price that they have calculated to carry out the Vehicle Movement job.

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The price can then be negotiated between the Driver and DriveMe.

If a Driver books a Vehicle Movement Offer, this means that they accept the price shown to carry out the Vehicle Movement job.

Every Vehicle Movement job that is booked and carried out will result in payment by DriveMe of the amount defined for each Vehicle Movement job, which will be listed in the Driver's Account on the Platform.

To this end, the Driver authorises DriveMe to issue invoices in their name and on their behalf, stating the amount for the Vehicle Movement job that has been completed, by virtue of the invoicing agreement signed at the same time as the Contract.

The price of fuel and tolls to be reimbursed to the Driver, for which receipts must be provided, is added to the price of the Vehicle Movement job. Reimbursement can only be made under presentation of a related supporting document where the exact amount, the wording as well as the date and time should be indicated. Examples of invalid documents (non-exhaustive list): screenshots of bank statements, notes on plain paper, proof of bank pre-authorization. Any proof that cannot be accepted before the invoicing of the month in progress will be invoiced later, once it has been validated.

Proof of vehicle washing costs must also be provided if such a service is requested. Proof of hotel and meal expenses authorised ahead of time by the client indicated in the notes of the Vehicle Movement Job, should also be provided.

Invoices will be paid by DriveMe to the Driver twice a month: the first period extends from the 1st to the 14th day of the month; the second period from the 15th day to the last day of the month. For the first invoice, this takes place at the latest two working days after the 14th day of each month ; for the second invoice, this occurs no later than the 2nd day of the following month.

Payments to the Driver will be made by automatic bank transfer using the bank details provided and uploaded to their Account on the Platform.

Each invoice includes, on the one hand, the cumulative remuneration of the Driver on said period and, on the other hand, reimbursements of toll and fuel costs advanced for the service (disbursement costs).

Within the context of these invoices, the Driver accepts the conventional compensation mechanism for any sums, penalties, fines (not paid directly by the Driver) and other costs (i.e. repairs not covered by the insurance policy) owed by the Driver to DriveMe.

Article 9 – Insurance – Claims

9.1 Every movement booked on the DriveMe platform is covered by a fully comprehensive motor insurance for the duration of the movement. The insurance covers movements in the United Kingdom of Great Britain and Northern Ireland only.

Insurance conditions

- Drivers must always be under contract with DriveMe for the movement of vehicles and adhere to their contract
- Drivers must be aged 25 to 74

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- Drivers must hold a Full Drivers' License for a minimum of 3 years
- Drivers must be a resident of the UK for at least 5 years
- Drivers must have no more than 3 points endorsed on their licence
- Drivers must have no fault claims in last 3 Years
- Drivers must have no Criminal Convictions
- Drivers must have no CCJ's, Insolvency or have been declared bankrupt in the last 5 years
- This insurance specifically covers vehicles with a gross vehicle weight of up to 5 tonnes, and vehicles with up to 9 seats (including the driver's seat).

The full DriveMe insurance policy is available at this address:
<https://www.driiveme.co.uk/insurance/first-underwriting.html>

9.4 Procedure to follow in the event of a claim

The Driver will inform DriveMe immediately directly by telephone on **+44 2070 826580** or by email to: promovements@driiveme.co.uk

- If the **accident DOES INVOLVE third parties** the Driver must send a letter as soon as possible and no later than **5 days** after the accident, containing the following details to the postal address: **DriveMe Ltd, 38b Archer House, Vicarage Crescent, SW113LF, London.**
 - A duly completed Accident Report Form
 - A copy of the signed Work Order
 - A copy of the driving licence
 - A copy of the vehicle's registration certificate.

This letter must be followed by an email containing the details listed above in attachments to: promovements@driiveme.co.uk

- If it involves **theft, fire or vandalism**, the Driver must notify the police as soon as possible in order to file a complaint.

The Driver must also inform the Client (whose details can be found on the Work Order) or DriveMe on **+44 2070 826580** or by email to: promovements@driiveme.co.uk

- If the **accident DOES NOT INVOLVE third parties**, the Driver must send a letter as soon as possible and no later than **5 days** after the accident, contained a detailed statement about the claim signed by them, including the details listed below, to the following postal address: **DriveMe Ltd, 38b Archer House, Vicarage Crescent, SW113LF, London.**
 - The (approximate) date and time of the accident
 - The Driver's contact details
 - The location of the accident
 - A description of the damage caused to the vehicle
 - The circumstances surrounding the accident

The professional liability insurance policy taken out by the Driver will offer additional protection if, in particular, the damage is not covered by DriveMe's insurance terms.

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The Driver specifically undertakes to pay DriveMe, as soon as they are asked to do so, the whole excess if this is included or all the repair costs if the damage is not covered by the insurance terms.

Repair costs may be deducted directly from the Driver's invoice.

If the Driver fails to pay the excess, DriveMe will send a payment request by email within 48 of the initial demand for payment of the excess.

If the payment is not settled following the reminder, DriveMe will send formal notice to pay within a period of 8 (eight) days from the date on which the initial request was sent.

This formal notice will be the starting point for late payment interest applicable if a payment is late or not paid.

If there is no response to this formal notice, DriveMe will refer the Driver's case to its lawyer, who will arrange for the recovery of the sums due.

Article 10 – Penalties and compensation

10.1 Driver's penalties

In the event of non-compliance with the conditions of the Movement Offer, the penalties provided for in the Movement Offer will be automatically invoiced to the Driver (e.g. absence of vehicle checks, excess mileage or time, lower fuel level on arrival than on departure, place of return of the vehicle,...) according to the pricing conditions previously defined in the Movement Offer.

- Any **cancellation of a Vehicle Movement job by the Driver** may result in a penalty being imposed on the Driver under the following conditions:
 - If the Driver cancels the Vehicle Movement job more than forty eight hours (48hrs) before the scheduled departure time, they will be charged as defined in the Movement Offer
 - This penalty will be increased if the Driver cancels the Vehicle Movement job less than forty eight (48hrs) before the scheduled departure time
 - If the Driver does not arrive at the departure location on time, a penalty will also apply as defined in the Movement Offer

These penalties will be applied and deducted immediately from invoices awaiting payment.

If this is not possible, the penalty will be charged to the bank card registered by the Driver in their Account.

10.2 Compensation if the Vehicle Movement job is cancelled by the Client and/or DriveMe

The Driver is hereby informed that cancellation of the Vehicle Movement job by the Client or DriveMe may result in them receiving compensation under the following conditions:

- if a Client or DriveMe cancels a Driver's booking between twenty-four hours (24hrs) and forty-eight hours (48hrs) before the scheduled departure time, the Driver will receive 50% of the Vehicle Movement price established when the booking was made;

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- this compensation will go up to 100% of the agreed price of the Vehicle Movement price if the booking is cancelled less than twenty-four hours (24hrs) before the departure time.

While the above compensation represents the default arrangement with Clients, there may be some variations from Client to Client. The precise cancellation compensation terms for each client are clearly defined in the job details.

10.3 Termination of the commercial relationship

If the provisions of these T&C of Sale or those stipulated in the Contract, Work Order and/or Drivers' Code of Conduct are not respected, DriveMe reserves the right to terminate the commercial relationship linking between DriveMe and the Driver.

Article 11- Subcontracting

The Driver must not subcontract out the Vehicle Movement service defined in the Vehicle Movement Offer, the confirmation email and in the Work Order to anybody.

Within the context of entering into the Contract with a legal entity, i.e. a company with one or more employees, the manager will inform DriveMe of this.

Each of the employees – if a legal entity – will create their own Account, otherwise they cannot be offered any Vehicle Movement jobs.

Article 12 – Independence of the Parties

12.1 The parties declare that they are independent partners, connected via the Platform or App, and that there is no hierarchical relationship between them.

The Driver will carry out their work as an independent worker, without any exclusivity.

12.2 The Driver will be completely free to develop a client base at their discretion beyond the Vehicle Movement Offers submitted on the Platform and App, and to enter into similar agreements with any person, entity or company, including any in competition with DriveMe.

DriveMe will also be completely free to enter into a contract with any person, entity, company, including any that is in competition with the Driver.

The Driver is encouraged to diversify their activities so that the relationship with DriveMe is not the only one that comprises their professional activities.

To this end, the choice of Driver to limit their work solely to the Contract with DriveMe is their sole responsibility and cannot mean that they can claim any exclusivity or assert that there is a hierarchical relationship with DriveMe.

Article 13 – Breaches and fines

13.1 Breaches of the Highway Code, fines and violations that might result therefrom will be the Driver's sole responsibility.

In such an event, the Driver will be informed by DriveMe, by any written means (email, letter etc.).

If a breach results in one or more point(s) on their licence while carrying out the Service, DriveMe would like to remind the Driver that they must inform the relevant authorities and/or the Client who received the ticket of the identity of the Driver who committed the breach.

Any tolls (e.g. Dartford Crossing and London Congestion charge) are to be paid on the day by the Driver. Failure to do so will result in the toll payment plus a £10 admin fee taken from the Driver's next invoice.

Any fines (e.g. speeding, illegal parking, non-payment of tolls) will also be deducted from the Driver's next invoice along with a £10 admin fee per contravention.

13.2 Any information requested by the Police about the Driver will be provided by DriveMe.

If a parking fine is issued, it will be sent by the Client to DriveMe, who will pass it on to the address of the Driver, who undertakes to pay it without delay, as soon as they are asked to do so.

13.3 If the Driver fails to pay, DriveMe will send formal notice eight (8) days after the first warning. If the Driver fails to reply, DriveMe will send all the documents and information to its lawyer, who will take responsibility for following up the case and may launch an enforced recovery procedure, at the Driver's expense.

Article 14 – Data confidentiality (collection, processing, storage)

14.1 To make sure the Platform and networking purpose of the Platform work properly, DriveMe reserves the right to collect Drivers' personal data, as well as that of Clients, including in particular, first names and surnames, postal addresses, email addresses, dates of birth, phone numbers, bank details and photocopies of identity documents.

Drivers' personal data will also be collected: a photocopy of their driving licence, geolocation data when completing each Vehicle Movement job, incidents during the Vehicle Movement job (delay, accident, fine, Client's report, breach of the Vehicle Movement rules defined in these T&C of Sale, the Contract, the Work Order and the Drivers' Code of Conduct).

Drivers and Clients should be aware that if they refuse or fail to provide the personal data requested, DriveMe will not be able to confirm their registration on the Platform and they will therefore not be able to use it.

14.2 The use of Drivers' and Clients' personal data by DriveMe is justified because processing it is necessary for the fulfilment of the T&C of Sale, to provide the Vehicle Movement service and to improve the way the Platform works (collection of data, invoicing, monitoring the completion of Vehicle Movement jobs, DriveMe's information and activities, identity documents, bank details, managing outstanding payments and disputes).

The use of geolocation data is based on the Driver's consent.

The automated processing of personal data, consisting of using this data to assess certain aspects of the individual concerned and analysing or predicting their interests, behaviour and other attributes (profiling) is necessary to ensure a level of quality and safety for the Vehicle Movement jobs carried out by the Drivers on behalf of Clients.

This personal data is stored in order to meet the Driver's needs and so that DriveMe can fulfil its legal obligations.

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14.3 Personal data is kept by DriveMe for the duration of the contractual relationship with the Driver within the context of the Contract and/or until the Account is closed.

Only certain data can be kept for 3 years after the end of the contractual relationship for business development purposes.

Personal data linked to geolocation will be kept for 1 year in order to keep evidence of the Vehicle Movement jobs carried out by the Driver.

DriveMe may need to keep certain data in order to fulfil its legal and/or regulatory obligations, including in particular to assert its rights and/or for statistical or historical purposes.

Personal data may be communicated within the context of requests by administrative and judicial authorities.

At the end of these periods, the personal data will be deleted or anonymised by DriveMe.

The personal data is processed by DriveMe and the service providers who support its activities (website host, search engines etc.), in their capacity as DriveMe's suppliers.

DriveMe may communicate personal data to its insurer in the event of a claim.

14.4 DriveMe undertakes to make sure that the personal data collected is stored securely and to maintain its confidentiality.

14.5 Drivers undertake:

- to provide accurate, up-to-date information data about their status
- to agree to be profiled by DriveMe for quality and security purposes for the Vehicle Movement services provided for Clients
- not to pass on any personal data relating to any third parties with whom they have been in contact within the context of carrying out the Vehicle Movement jobs
- to consent to the geolocation of vehicles being moved during reports within the context of carrying out the Vehicle Movement jobs

14.6 The Driver and the Client are explicitly informed that they have the right of access to, rectification, deletion and portability of their personal data, and the right to object to the processing of their data, which has been collected and processed by DriveMe by contacting the latter, in writing, by email to: driver@driiveme.co.uk or by letter to DriveMe's registered office.

The Driver and Client can withdraw their consent to the processing of their data at any time by contacting DriveMe by email (driver@driiveme.co.uk) or by letter to DriveMe's registered office.

Article 15 - Protection of personal data

Within the context of the T&C of Sale, the Driver, the Client and DriveMe undertake to comply with the provisions of UK Data Protection and Privacy Laws, as well as Regulation no. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and of the free movement of such data (the General Data Protection Regulation - GDPR) in processing the personal data which the Client and the Driver have access to as part of the Vehicle Movement service and any consequences therefrom (fines etc).



The Driver and the Client cannot in any way make use of the personal data provided by DriveMe, including in particular for commercial purposes.

The Driver and the Client undertake to keep the personal data provided by DriveMe for the duration of the Vehicle Movement job and then to delete it.

Article 16 – Disputes – Applicable law and jurisdiction

The T&C of Sale as well as the Contract and Work Order are governed by and interpreted in accordance with English law.

In the event of a dispute, the Driver as well as DriveMe may also have recourse to any alternative method of amicable settlement of the dispute (such as mediation or reconciliation).