

These terms and conditions (hereinafter referred to as “**T&C**”) for the DriveMe platform (hereinafter referred to as the “**Platform**”) available on the [www.driveme.co.uk](http://www.driveme.co.uk) website or the mobile app developed for this purpose, govern all contractual relations between:

**On the one hand**, DriveMe Ltd, UK company no 11258738 with registered office at Unit 11, Flamingo Court, Crampton Street, London, SE17 3BF, United Kingdom (hereinafter referred to as “**DriveMe**”),

**And on the other hand**, anyone, whether natural or legal person, registered on the Platform (hereinafter referred to as the “**User(s)**”) for the purposes of putting vehicles up for hire online (hereinafter referred to as the “**Lessor(s)**”) or booking a vehicle (hereinafter referred to as the “**Lessee(s)**”).

## **ARTICLE 1: PREAMBLE**

These T&Cs and including DriveMe’s Privacy Policy as updated from time to time <https://www.driveme.co.uk/terms-and-conditions.html> define the basis for using the Platform operated by DriveMe and so govern the entire relationship between DriveMe and the Users.

When a User registers on the Platform, a vehicle rental offer is published online by the Lessor or a vehicle is booked by a Lessee, the Users specifically accept these T&C when they confirm the operation.

DriveMe reserves the right to change its T&C at any time, without notice. The applicable T&C will be those in force on the date on which the User uses the Platform, the Lessor publishes a vehicle rental offer online or the Lessee books a vehicle.

If DriveMe does not avail itself of any of the provisions of the T&C, this must not be interpreted as a waiver of its right to avail itself of that provision at a later date.

## **ARTICLE 2: ABOUT THE PLATFORM**

### **Article 2.1: About the Platform**

DriveMe has produced an online intermediary Platform, available on the website [www.driveme.com](http://www.driveme.com) or on the DriveMe mobile app, which allow:

- On the one hand, Lessors, whether they are natural or legal persons, to publish vehicle rental offers online in accordance with the conditions defined in article 3,
- On the other hand, Lessees, natural persons, whether professionals or private individuals, to book vehicles advertised online as available to hire, in accordance with the conditions defined in article 4.

Rental offers are aimed at all the Users of the Platform. They are presented in the form of lists of results generated by a search on the Platform and are listed in ascending order by expiry

date. These offers may also be presented, if applicable, in any other format, including in particular in dynamic tables showing “*Last-minute rentals*”.

At no time shall DriveMe be a party to the rental contracts agreed between any Lessors and any Lessees. This shall be the case even in the event that template terms and conditions for the booking of vehicles are provided by DriveMe define the essential elements of the agreement between Users. DriveMe’s services are merely those of an intermediary bringing together Users to take advantage of offers of other Users of the Platform as it functions.

#### Article 2.2: Access to the Platform

DriveMe is under no obligation to provide continuing access to the Platform. However normal operating hours are 24 hours a day, 7 days a week, subject to exceptions including force majeure or an event outside DriveMe’s control, subject to maintenance work or any malfunctions. If there is a problem with the Platform, DriveMe undertakes to carry out any repair work needed as quickly as possible, without being bound by any obligation of performance.

#### Article 2.3: Registration on the Platform

Viewing the Platform and requesting vehicle alerts does not require registration. Anybody who would like to publish a vehicle rental offer online as a Lessor, or book a vehicle as a Lessee, must first be registered on the Platform.

To do this, the User is asked to create a personal account by providing details as required by the Platform. Details might include: title, first name, surname, email address, password and date of birth. These details may be different for a business account and may include in particular the User’s postal address and postal registered address, an email address to manage the account and send invoices, the addresses of the User’s premises (agencies, garages, dealerships etc.). The User is then invited to accept these T&C then confirm their registration.

An email containing a confirmation hypertext link is then sent to the User at the email address already provided by them to confirm the new DriveMe account.

Each User guarantees that the details provided during registration are accurate and undertakes to update them regularly to make sure they are always true, as well as to provide any supporting documents required by DriveMe, as soon as they are requested. One User can only open one account on the Platform.

The User undertakes to use their account for their own, confidential and non-transferable use.

DriveMe reserves the right to suspend or close any account created using a false identity or for fraudulent purposes without notice or compensation or for breach of these terms.

### **ARTICLE 3: PUBLISHING A RENTAL OFFER ONLINE**

The Platform gives Users who would like to become Lessors the opportunity to offer other Users the chance to hire their vehicle(s), in accordance with the conditions outlined below.

### Article 3.1: Conditions relating to Lessors

Only Lessors who are natural persons, at least 23 years old, or legal persons, professionals or private individuals, who have already signed in to the Platform using their login details and who fulfil the following conditions can offer vehicles to hire on the Platform:

- Be the owner of the vehicle or specifically authorised by the owner to rent it out,
- Offer a vehicle registered in the United Kingdom, with 4 wheels, weighing less than or equal to 3.5 tonnes, with no more than 9 seats,
- Offer a vehicle insured annually covering use on a public road in the United Kingdom, in accordance with the legal obligations in force from time to time,
- Offer a vehicle that complies with all applicable legal and regulatory provisions, in perfect working order and in compliance with safety regulations operating in the United Kingdom at the time of advert and continuing thereafter, and in particular, that has undergone the maintenance recommended by the manufacturer. Vehicles waiting for an MOT or similar re-test after initial failure, even if they are allowed to be on the road, cannot be offered for hire,
- Have all the required equipment and documents for the vehicle as recommended by the manufacturer

Lessors may contact DriveMe to request in writing different special terms and conditions in place of the above requirements applied to particular vehicles and DriveMe is under no obligation whatsoever to agree to such request.

Lessors agree to indemnify DriveMe for all loss whether by way of damages, legal costs consequential loss should they misrepresent the state of the vehicle advertised for hire.

### Article 3.2: Conditions relating to the rental offer

In order to publish a rental offer on the Platform, any Lessor who fulfils the conditions listed in article 3.1 must follow each of the following steps as required by the Platform as it operates from time to time:

Firstly, the Platform will inform the Lessor of certain vital details of services relating to vehicle rental offers published on the Platform (e.g. an online quote is sent to them before any vehicle rental offer is published on the Platform, that their vehicle is automatically covered during the rental by an insurance policy, the main features of which can be viewed on the Platform and in these T&C etc.).

Secondly, the Lessor is asked to provide certain vital details of their rental offer, including:

- The exact addresses for where to pick up and drop off the vehicle,
- The dates and times the vehicle is available to pick up and drop off,
- Information about the vehicle offered (category, make, model, number plate, number of seats etc.),
- Their contact details (name, email address, mobile number),
- The expiry date for the rental offer can be provided as an option.

A summary of the rental offer is then presented to Lessor. In addition to the information provided by Lessor, the Lessor is informed of the following:

- The maximum rental period that may be offered online,
- The maximum distance that can be travelled when the vehicle is hired that may be offered online,
- The Lessee of the vehicle will be subject to an excess stipulated in the Lessor's rental contract,
- The Lessee of the vehicle must pay a security deposit,
- A pre-completed rental contract to be used on the pick-up day will be sent to them if they have so requested,
- The vehicle will be covered up to the amount stipulated in the Lessors rental contract,
- The cost of the intermediation service that will be billed to them by DriveMe if the rented vehicle is moved

### Article 3.3: Conditions for confirming and publishing the rental offer online

In order to finalise the rental offer to be published online on the Platform, the Lessor is asked to:

- accept these T&C, and
- accept through the Platform the pre-authorisation of the payment, by their bank card, of a total amount equal to the cost of the intermediation service already provided by DriveMe.

DriveMe may in its absolute discretion choose whether or not to accept such offer to publish the rental offer. If the rental offer is accepted by DriveMe, the Lessor will receive a confirmation email containing all the information previously provided by DriveMe. If the Lessor does not receive confirmation within forty-eight (48) hours, they can send an email to the DriveMe customer service department in accordance with the process described in article 5.6.

Once published online, the rental offer will be listed on the DriveMe Platform and made available to all the Users in the following format:

- Description of the rental offer: name of the Lessor, departure and arrival addresses, validity dates and times, period vehicle is available, category of vehicle, time, mileage and insurance included,
- Conditions of the rental offer: in particular the minimum age of the Lessee, payment method, excess amount, prepayment and/or deposit authorisation, rental terms and conditions (T&C) for DriveMe or the Lessor, if applicable,
- Rental offer price: rental cost inclusive of all taxes offered by the Lessor, excluding tolls and fuel, and details of the different penalties applicable,
- Map: the route to follow from the departure point to the arrival point.

Lessors should remember that:

- The right of cancellation stipulated by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for sales between traders and consumers does not apply to the vehicle rental contract,
- They can withdraw, without prejudice or compensation, any rental offer that has not already been booked by a Lessee by signing in to their account and following the procedure described on the Platform.

The rental offers published online on the platform are the exclusively the responsibility of the Lessor. As a result, the Lessor undertakes not to breach any statutory, regulatory or contractual provision and not to adversely affect in any way whatsoever the rights of a third party. Although DriveMe reserves the right, if applicable, to check the legality of a rental offer and, at any time and without notice or compensation, to withdraw from the Platform any advertisement that it considers questionable, DriveMe will not be held liable for an offer published online on the Platform by a Lessor.

#### Article 3.4: Financial conditions

When a rental offer is confirmed by DriveMe, the Lessor must arrange the pre-authorisation of the payment, by their bank card, of a total amount equal to the cost of the intermediation service already provided by DriveMe. This price, which is given in GBP£ inclusive of all taxes, is calculated according to the essential features of the rental offer, including in particular the distance separating the departure point from the arrival point.

DriveMe reserves the right to invoice and collect at any time thereafter all or part of this amount in the following situations:

- In full if the rental offer has already been accepted by a Lessee on the Platform, and the vehicle has been delivered to this Lessee at the departure address to be moved,
- Fifty (50) per cent if the Lessor cancels the rental in accordance with the conditions listed in article 4.3.2 below.

Payments are due within thirty (30) days of the date on which the invoice is issued.

Any delay in payment for any reason whatsoever (insufficient funds in bank account etc.) will result as of right (in other words automatically and without notice) in the application of late payment interest calculated on the basis of the interest rate in force most recently applied by the European Central Bank for its refinancing operations plus 10 percent, from the contractual due date until the day on which full payment is received, as well as the application of a fixed compensation of GBP£40 per unpaid invoice for recovery costs and compensation for all recovery costs above this sum.

#### Article 3.5: Insurance policy

All vehicle rentals offered on the Platform will automatically benefit from the Lessor's insurance as part of the Lessor's rental contract. The terms of the insurance will depend on the Lessor in question and are available for the User to see within the Rental Offer details.

in the event of a claim the Lessee should contact DriiveMe directly on +44 2035 148144 or by email to [hello@driiveme.co.uk](mailto:hello@driiveme.co.uk). In the event of any accident the Lessee must inform the police as quickly as possible.

If the **accident involves a third party** the Lessee must send the items listed below to the following address within 5 days: DriiveMe Ltd, Unit 11, Flamingo Court, Crampton Street, London, SE17 3BF, United Kingdom,

- The agreed statement of facts,
- A signed copy of their rental contract,
- A copy of their driving licence,
- A copy of the vehicle's registration documents.

If the claim involves **theft, fire or an act of vandalism**, the Lessee must inform the police as quickly as possible to report the case. The Lessee must also inform the Lessor or DriiveMe on +44 2035 148144 or by email to [hello@driiveme.co.uk](mailto:hello@driiveme.co.uk).

If there is an accident that does not involve **a third party**, the Lessee must send a detailed statement about the accident signed by them within 5 days, mentioning the elements listed below, to the following address: DriiveMe Ltd, Unit 11, Flamingo Court, Crampton Street, London, SE17 3BF, United Kingdom

- The (approximate) date and time of the accident
- The driver's details
- The location of the accident
- A description of the damage caused to the vehicle
- The circumstances surrounding the incident
- Where the repairs took place

### Article 3.6: Special provisions for offers from Lessors with a business account

As an exception, Lessors with a business account on the Platform may publish rental offers where some of the vital features of the offer differ from the above. More specifically, these Lessors offer:

- Their rental conditions, available to download from the rental offer conditions instead of the rental conditions stipulated by DriiveMe in these T&C, which will still apply for areas not covered by the Lessor's rental conditions,
- Their own insurance instead of the Allianz insurance taken out by DriiveMe.

It is specified that when confirming publication of the rental offer online, if a Lessor does have a business account Lessor does not have to pre-authorise payment in accordance with the conditions described in article 3.4 above.

DriiveMe will invoice Lessors with a business account for all the vehicle offers published online on the Platform in accordance with the conditions described in article 3.4 above, at the end of each month, unless specifically agreed otherwise in writing by DriiveMe.

## ARTICLE 4: HIRING A VEHICLE

Users who would like to book a vehicle to become Lessees must do so in accordance with the conditions listed below.

Firstly, Users of the Platform should remember that the provisions in article 4 below only apply when the Lessor has not made their own rental conditions available to download in the rental offer (see “*Conditions*”, “*Download rental conditions*”). If they have, it is the Lessor’s rental conditions that will govern the relationship between the Lessor and the Lessee.

The provisions of articles 4.1 and 4.2 below will continue to apply, whether the Lessor contracts with a User on Lessor’s own rental conditions available to download in the rental offer or not.

### Article 4.1: Conditions relating to Lessees

Unless any special provisions are expressly stipulated by DriveMe (including in particular for renting vehicles in certain categories) or contained in the Lessor’s rental conditions made available to download as part of the rental offer, only Lessees who are natural persons already signed in to the Platform using their login details and who fulfil the following conditions can rent the vehicles offered by Lessors:

- Minimum age requirements vary according to lessor and vehicle type. The lessor’s terms should be consulted for further details.
- Have had a driving licence that is valid in the United Kingdom for at least 1 year which must be the one presented when the vehicle is delivered,
- For the 2 years prior to the rental, not have caused physical injury connected to driving, not to have been the subject of a cancelled car insurance policy or have had their driving licence removed or suspended, and not have received a criminal conviction for a crime or driving offence,
- Have a bank card bearing their surname and first name, which must have been used to pay for the rental and presented when the car is first handed over, where it is specified that cards not marked as Maestro, Electron, Cirrus or Vpay are not accepted,
- Comply with all the conditions of the rental offer, the T&C and the Lessor’s rental conditions if there are any.

### Article 4.2: Process for booking a vehicle

Unless any special provisions are expressly stipulated by DriveMe (including in particular for renting vehicles in certain categories) or contained in the Lessor’s rental conditions made available to download as part of the rental offer, any Lessee who fulfils the conditions outlined in article 4.1 can view all the vital features of the rental offer described in article 3.3.

Once they have read all the vital features of the rental offer, the Lessee must fill in the following fields:

- Dates and times for picking up the vehicle on departure and handing over the vehicle on arrival,
- Their driving licence number as well as where and when it was issued,

- Their mobile phone number,
- Their home address (number, street, postcode, town).

The Lessee is then redirected to a summary page containing all the vital features of the rental offer, including in particular:

- Dates, times and addresses for the vehicle handover on departure and arrival,
- Lessee's name,
- Vehicle category,
- Distance included in the booking,
- Insurance included in the booking, where it is specified that the policy contains a contractual limitation of liability set according to the Lessors rental contract
- Total excess amount according to the Lessors rental contract
- Lessees' details as previously provided,
- Rental price.

At this point, additional options may be offered with their respective costs (reduced excess, additional driver, promotional code etc.).

To confirm the booking, the Lessee is asked to:

- accept these T&C and the Lessor's rental conditions if there are any, and
- continue to:
  - pre-authorise payment, using their bank card, for the total security deposit previously specified by DriveMe (if only the T&C apply); or
  - pre-authorise payment, using their bank card, for the total security deposit previously specified by DriveMe to guarantee the reliability of the booking (if the Lessor's rental conditions apply as well as the T&C). In this case, the security deposit must be paid directly to the Lessor on the day on which the vehicle is handed over at the beginning.

If the booking is confirmed, the Lessee will receive a confirmation email to the email address provided containing all the information previously provided by DriveMe. If the Lessee does not receive confirmation within forty-eight (48) hours, they can send an email to the DriveMe customer service department in accordance with the process described in article 5.6.

Lessees should remember that the right of cancellation stipulated by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for sales between traders and consumers does not apply to the vehicle rental contract.

#### [Article 4.3: Cancelling a booking](#)

Until the time at which the rental starts, the Lessor and the Lessee have the option to cancel the rental in accordance with the conditions defined below.

If bookings are repeatedly cancelled, DriveMe reserves the right to close the User's account, without notice or compensation, without being held liable for any reason whatsoever.

##### 4.3.1 - Cancellation by the Lessee

To cancel a booking, the Lessee must go to the Platform, sign in to their account and cancel.

Before confirming the cancellation, the Lessee is first told about the application of a twenty-five GBP Sterling (GBP£25) penalty, which is doubled in the following situations:

- If the cancellation relates to the rental of a “utility” vehicle,
- If the cancellation takes place less than forty-eight (48) hours before the time the vehicle is due to be handed over at the beginning.

These penalties can be combined and their total corresponds to the management and recovery costs incurred by any cancellations.

#### 4.3.2. Cancellation by the Lessor

The Lessor reserves the right to cancel a booking in exceptional circumstances, where they are unable to deliver the vehicle.

To cancel a booking, the Lessor must go to the Platform, sign in to their account and cancel. Before confirming the cancellation, the Lessor is first told about the application of a penalty equivalent to fifty percent (50%) of the intermediation cost, which should have been invoiced by DriveMe in accordance with article 3.4.

This penalty corresponds to the management and recovery costs incurred by the cancellation.

#### Article 4.4: Financial conditions

Viewing the Platform and searching for vehicle rental offers is totally free for Lessees and available without registration.

However, when booking a rental offer in accordance with the conditions described in article 4.2, the Lessee must pre-authorise payment, using their bank card, for the total security deposit or an amount intended to secure the booking (which is the case if the Lessor has their own rental conditions). In this case, the security deposit must be paid directly to the Lessor on the day on which the vehicle is handed over at the beginning.

This price is made up as follows:

- **The rental price includes:** use of the vehicle in full compliance with the conditions detailed in the rental offer (mileage, dates and times etc.), these T&C and the Lessor’s conditions if there are any; the insurance policy taken out by DriveMe with Allianz or that of the Lessor, if applicable, in accordance with articles 3.5 and 3.6,
- **The rental price does not include:** toll charges and fuel, which remain the Lessee’s responsibility; additional options offered during the booking process (reduced excess, additional driver, promotional code etc.); any penalties owed due to a breach of the abovementioned conditions; compensation for any damages suffered by DriveMe or the Lessor within the context of the rental which is not covered by the insurance, including in particular in relation to excesses or contractual limits.

By accepting these T&C, the Lessee specifically authorises DriiveMe to use, at its own discretion, all the sums the collection of which has already been authorised within the context of booking the rental offer in order to recover any amounts owed to DriiveMe or the Lessor in accordance with these T&C or the Lessor's rental conditions if there are any, up to six (6) months after the vehicle is handed over on arrival.

Payments are due within thirty (30) days of the date on which the invoice is issued.

Any delay in payment for any reason whatsoever (insufficient funds in bank account etc.) will result as of right (in other words automatically and without notice) in the application of late payment interest calculated on the basis of the interest rate in force most recently applied by the European Central Bank for its refinancing operations plus 10 percent, from the contractual due date until the day on which full payment is received, as well as the application of a fixed compensation of GBP£40 per unpaid invoice for recovery costs and compensation for all recovery costs above this sum.

#### Article 4.5: Insurance

All vehicle rentals offered on the Platform will automatically benefit from the Lessor's insurance as part of the Lessor's rental contract. The terms of the insurance will depend on the Lessor in question and are available for the User to see within the Rental Offer details.

in the event of a claim the Lessee should contact DriiveMe directly on +44 2035 148144 or by email to [hello@driiveme.co.uk](mailto:hello@driiveme.co.uk). In the event of any accident the Lessee must inform the police as quickly as possible.

If the **accident involves a third party** the Lessee must send the items listed below to the following address within 5 days: DriiveMe Ltd, Unit 11, Flamingo Court, Crampton Street, London, SE17 3BF, United Kingdom.

- The agreed statement of facts,
- A signed copy of their rental contract,
- A copy of their driving licence,
- A copy of the vehicle's registration documents.

If the claim involves **theft, fire or an act of vandalism**, the Lessee must inform the police as quickly as possible to report the case. The Lessee must also inform the Lessor or DriiveMe on +44 2035 148144 or by email to [hello@driiveme.co.uk](mailto:hello@driiveme.co.uk).

If there is an accident that does not involve **a third party**, the Lessee must send a detailed statement about the accident signed by them within 5 days, mentioning the elements listed below, to the following address: DriiveMe Ltd, Unit 11, Flamingo Court, Crampton Street, London, SE17 3BF, United Kingdom

- The (approximate) date and time of the accident
- The driver's details
- The location of the accident
- A description of the damage caused to the vehicle
- The circumstances surrounding the incident
- Where the repairs took place

## Article 4.6: The rental process

### 4.6.1 - Prior checks

The rental agreement shall be concluded at the point of signature of the agreement as per article 4.6.2 below. Before the rental contract is signed, the Lessor and the Lessee will carry out the following checks:

- The Lessor will check: the Lessee's identity, the validity of their driving licence, the details on their bank card, used for the online payment on the Platform, and will compare these with those provided during the booking,
- The Lessee will check: the Lessor's identity, the vehicle's registration documents and number plate, the condition of the vehicle inside and outside, as well as the presence of all compulsory safety features within the vehicle.

Any anomaly must be detailed in the rental contract.

DriveMe would like to remind Lessors and Lessees that it is not responsible for the accuracy of the information in the rental offer, which is the sole responsibility of the Lessor, or for the features, condition or use of the vehicle insofar as it is not a party to the rental contract and does not offer any guarantee for its proper implementation.

### 4.6.2 - Signing the rental contract

On the day on which the rental is due to take place, the Lessor and the Lessee will formalise the rental by signing a rental agreement. If they want, they can use the contract supplied by DriveMe or, in particular if the Lessor has their own rental conditions, use the contract supplied by the latter. A copy of the rental contract is given to the Lessee.

If the Lessee did not pre-authorise the payment of the security deposit when booking the vehicle on the Platform, they must make this payment directly to the Lessor before the rental contract is signed.

### 4.6.3 - The rental process

On the day on which the vehicle is handed over to start with, the Lessor must give the Lessee a vehicle that matches the information provided in the rental offer. This vehicle must be in perfect condition, with any issues identified during the checks detailed in the rental contract, and include all the compulsory equipment and documents.

For the duration of the vehicle rental period, the Lessee undertakes to:

- Drive the vehicle themselves, unless the Lessee has chosen the "additional driver" option during booking, or if this option is specifically included in the Lessor's rental conditions, if there are any,
- Use the vehicle legally and responsibly,
- Return the vehicle on arrival in exactly the same condition it was in when it was handed over by the Lessor on departure (cleanliness, level of fuel etc.),

- Comply with all the conditions included in the rental offer, these T&C, as well as the Lessor's rental conditions if there are any (addresses, date and time to return the vehicle etc.).
- Carry out an inspection of the vehicle at the beginning and end of the rental period.

At the end of the rental period, the Lessor and the Lessee will check the condition of the vehicle and make sure that all the rental conditions have been fulfilled (mileage, level of fuel at departure and arrival etc.). The results of these checks are mentioned in the rental contract which is countersigned, and a copy is given to the Lessee.

During the rental period, the Lessee is responsible for:

- Any damage is caused to the vehicle during the rental period (puncture, broken glass, scratch etc.), unless the damage is caused by normal wear and tear,
- Any traffic offences committed using the vehicle during the rental period.

#### 4.6.4 - Penalties for breaching the rental conditions

If any of the rental conditions is breached, the Lessee must pay the following penalties, where it is specified that the total amount for these penalties reflects the management and recovery costs incurred due to the breach of the rental conditions:

- **Problem at the beginning of the rental period:** If the Lessee does not arrive or if they do not fulfil the rental conditions, the booking will be deemed to be invalid and the Lessee will immediately be informed of the application of a penalty of seventy-five pounds sterling GBP£75. This penalty is doubled when the rental concerns a "utility" vehicle.
- **Problem at the end of the rental period:** If the rental conditions are breached, the penalties stipulated in the rental offer will automatically be invoiced to the Lessee (e.g. exceeding the mileage, time, lower fuel level on arrival than departure etc.) according to the pricing terms already defined.

In the event of an accident, the Lessee is liable for GBP£50 for DriveMe's handling fee.

For any other dispute (fines, exceeding rental time, exceeding the mileage allowed, lack of fuel) the Lessee is liable for GBP£20 for DriveMe's handling fee.

## ARTICLE 5: MISCELLANEOUS

### Article 5.1: Liability

All the information provided by Users on the Platform is the sole responsibility of its authors, even if DriveMe has carried out any checks whatsoever.

All DriveMe does is give Users the interface where they can meet, without ever imposing or negotiating provisions for rental contracts agreed between the Lessors and Lessees. In any case, DriveMe will not be deemed to be a signatory of the rental contracts.

For these reasons, DriveMe will not be liable in relation to the formation, conclusion, implementation or termination of the rental contract and its consequences or any dispute associated, in any way, with the rental relationship binding the Lessor to the Lessee.

The User therefore acknowledges that DriveMe cannot be held responsible for any direct or indirect damage relating to the rental, as well as if all or part of the Platform is not available.

As a result, any dispute relating to a rental must be resolved directly between the Lessor and the Lessee, with DriveMe acting, if applicable as an intermediary if that is specifically stipulated in these T&C.

#### Article 5.2: Intellectual property

All the elements of the website and app (including in particular text, illustrations, descriptions, logos etc.) are and shall remain the exclusive property of DriveMe.

The use or reproduction, in full or in part, of these elements, using any process whatsoever, is strictly prohibited unless authorised in advance by DriveMe in writing.

Only private use for non-commercial purposes is permitted, subject to compliance with intellectual property rights.

#### Article 5.3: Cookies

The User is informed that, when visiting the website or app, cookies may automatically be installed on their device, for a maximum of thirteen months. These cookies are files containing information about the use of the website or the app by the User that do not allow DriveMe to identify them, and which are used to measure visitor numbers (number of visits, pages viewed etc.) or for advertising.

Within this context, the User is informed that they can refuse to accept these cookies by changing their browser settings.

#### Article 5.4: Personal data

Personal data of Users is handled in accordance with DriveMe's Privacy Policy that can be accessed here: <https://www.driveme.co.uk/terms-and-conditions.html>.

#### **Data Protection Compliance – Handling Lessor customer data**

DriveMe acts as Data Processor for personal data belonging to Lessor's customers and accordingly these terms apply to that processing.

Lessor shall adhere to Data Protection laws applicable in the European Union to reflect its role as a Data Controller for personal data Lessor collects from Lessees whether by contract, marketing or other.

Lessor hereby authorizes DriveMe to act as sole Data Processor for all purposes of Lessor's use of the Services, to process Lessee's personal data for all purposes relating to provision of the Services, minding the confidentiality of Lessees. Nothing within these terms relieves DriveMe of its own direct responsibilities and liabilities under applicable Data Protection laws.

Lessor recognizes that its own personal data is processed by DriiveMe under DriiveMe's Privacy Policy that is distinct from DriiveMe obligations acting as Lessor's Data Processor. In doing so DriiveMe:

- may process Lessee's personal data also for any reason that it is obliged to do so by law including the order of any competent court, statutory, legal or regulatory obligation
- may use a sub-data processor as it sees fit and in accordance with Data Protection laws
- shall process such data securely.

DriiveMe shall:

- assist Lessor in providing subject access request and any other assistance in Lessee's exercise of their rights;
- assist Lessor in meeting its Data Protection obligations including notification of data breaches;
- permit Lessor to audit and inspections, provide Lessor with whatever information Lessor needs to ensure that both parties are meeting their obligations under applicable Data Protection legislation, and DriiveMe shall tell Lessor immediately if DriiveMe is asked to do something infringing Data Protection law of the EU or UK;
- delete or return all Lessee's personal data to Lessor as requested at the end of the provision of the Services, except in the event that Lessor uses DriiveMe to act as a store of archive or other material.

and DriiveMe may charge Lessor additional administration charges for any such processing.

Lessor shall

- provide an up to date and compliant privacy policies to Lessees at all times
- maintain compliant systems and permit DriiveMe to inspect such systems to satisfy DriiveMe that Lessor's systems are compliant
- obtain all personal data lawfully, fairly and transparently
- use DriiveMe as the sole Data Processing agent for personal data obtained from Lessees
- ensure the secure handling of data processing
- ensure that records of Lessee's personal data are kept after provision of the Services has ceased in accordance with its Data Protection policy.

Lessor hereby indemnifies and hold harmless DriiveMe for any loss or damages of any kind, whether direct or indirect, consequential, loss or profit, loss of reputation or any other in the event Lessor breaches applicable Data Protection laws.

#### [Article 5.5: Force majeure](#)

Force majeure or unforeseen circumstances specifically include, as well as those that may be applied by the courts of England: full or partial strikes, within or outside the company, lock-

outs, bad weather, epidemics, disruption of means of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, water damage, government or legal restrictions, legal or regulatory changes to forms of marketing, computer failure, disruption to telecommunications systems, including networks, and any other circumstance outside the explicit control of the parties and preventing the normal fulfilment of these T&C.

#### [Article 5.6: Handling complaints – Mediation](#)

The User is informed of the existence of a “Complaints” department, which they can contact in the event of any problems at the following:

Email: [hello@driiveme.co.uk](mailto:hello@driiveme.co.uk)

Telephone: +44 20 3514 8144

#### [Article 5.7: Applicable law - Competent court](#)

These terms and conditions are subject to the Law of England and justiciable by the courts of England.

If one of the stipulations in these T&C is null and void, this will in no way affect the validity and scope of all the other provisions of the T&C.

#### [Article 5.8: Terms of Use of the Application or Website \(EULA\)](#)

You are responsible for keeping your password/user details confidential as registration is personal to you and we take no responsibility for another using your registration details. We reserve the right to terminate your registration immediately if any details provided by you are found to be false or are allowed to be misused by others.

The information supplied on vehicle rental is supplied by third parties and we accept no responsibility whatsoever for this information. DriveMe requires that contact details of Lessee and Lessor are shared and it is your responsibility to check their arrival and identity to your own satisfaction. We accept no responsibility for checking or verifying the accuracy of material submitted to DriveMe and therefore you are advised to confirm the accuracy, completeness and usefulness of information relied upon to your own satisfaction. However should you identify information that is misleading or incorrect please contact us about this at the contact details above. We accept no liability for any failure to keep this information up to date on DriveMe at any one time.

You are responsible for any data you send through or to DriveMe. You must keep your registration details up to date at all times. Access to DriveMe is for your own personal use and we will hold you liable for any misuse made of DriveMe using your registration details.

You must not send anything through or to DriveMe or use it for anything which is illegal, defamatory, obscene, or breaches a person’s privacy or other rights.

You should treat your respective Lessor or Lessee with respect and courtesy as you would wish to be treated by them.

In the event Lessee disputes the application of any charge to your rental it is for Lessee to take that dispute to Lessor in the first instance. If you wish to bring the dispute to DriveMe then you must agree to pay the Lessor and then we shall assist you and Lessor to liaise to resolve the dispute.

If you are or we suspect you are in breach of any of the terms of this Agreement or you have become bankrupt this Agreement will terminate immediately. We may terminate this agreement with you for any other reason on giving you 7 days' notice. You may remove DriveMe from your device or de-register at any time however we take no responsibility for erasing your details from our records unless and until (and then within a reasonable time only) you notify us that your registration should be terminated.

To the extent permitted by law the software, content and services here under are provided to you "as is" without any warranties of any kind, expressed or implied with regard to but not limited to their quality, reliability, compatibility, security, performance, purpose, accuracy or non-infringement. You agree to assume all risks of using the software its function and service and not to hold us responsible for any damages, losses or harm tangible or intangible including but not limited to compensatory, consequential punitive, incidental or lawyer's fees arising from the use of the software its function and service or the content of the service. We do not guarantee the continued availability of the content and service.

We make no attempt to exclude liability for death or personal injury caused by our negligence or for fraudulent misrepresentation but in all other cases limit our liability for negligence to either the charge payable by you or £100 whichever is the higher.

You agree to defend, indemnify and hold harmless, us and/or our associates, subsidiaries, their officers, directors, employees, affiliates, licensees, business partners and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees resulting from any breach by you of any of these Terms.