

TERMS OF SUBSCRIPTION

1. Subscription

- 1.1 The Driver agrees to subscribe to the Vehicle referred to in this Subscription Agreement (from the Subscription Start Date to the Subscription End Date). The Vehicle is provided by the Company named in the Agreement at the relevant Subscription Price stated in the Subscription Booking Form. The Company and the Driver may agree to extend the Subscription Term in advance of, or at the, Subscription End Date. To agree to extend the Subscription Term the Driver must contact Drover via Email (service@joindrover.com) or Live-chat (Intercom) on the Drover website and agree to such an extension with the Company. If the Driver does not bring the Vehicle back to the Company by the Subscription End Date (or such extended date as agreed between the Parties) the Driver will be in breach of the conditions of this Subscription Agreement. For the avoidance of doubt the Driver will not own the Vehicle.
- 1.2 Drivers are required to pay a Deposit prior to the Subscription Start Date, as indicated in the Subscription Booking Form. Drivers may be offered to pay these in instalments. A Driver that is a "young driver" may also need to pay a specific charge, the "Young Driver Surcharge."
- 1.3 The Driver may elect to cancel a Subscription. How much of a refund a Driver receives when cancelling a Subscription depends on how far in advance of the Subscription Start Date (specified in the Subscription Booking Form) the Driver elects to cancel a Subscription. If a Driver elects to cancel a Subscription:
- 1.3.1 at least 72 hours before the Subscription Start Date specified in the Subscription Booking Form the Driver can cancel the Subscription without charge. All the Subscription Fees paid in advance by the Driver will be refunded as will the Deposit (refunds can take up to 10 working days to appear in the Driver's bank account);
- 1.3.2 less than 72 hours prior to the Subscription Start Date but more than 24 hours prior to the Subscription Start Date, the Deposit shall be refunded. If the Driver has already paid the first week or month's Subscription Fee in advance this shall be returned to the Driver save for 50% of the Weekly Subscription Rate (or the prorated equivalent if a Monthly Subscription Rate is used) shall be retained by Drover as a cancellation charge. If the Driver is yet to pay the first instalment of weekly or monthly Subscription Fee, 50% of the Weekly Subscription Rate (or the prorated equivalent if a Monthly Subscription Rate is used) shall be charged to Driver by Drover as a cancellation charge;
- 1.3.3 less than 24 hours prior to the Subscription Start Date, the Subscription shall be cancelled and the Driver will be refunded the Deposit but will not be entitled to any refund of the first Weekly Subscription Rate payment (or prorated equivalent if a Monthly Subscription Rate is used). If the Driver is yet to pay the first instalment of the Subscription Price the Driver will be charged the Weekly Subscription Rate (or prorated equivalent) by Drover as a cancellation charge.
- 1.4 The Company may cancel a Subscription by notifying the Driver at any point prior to the Driver collecting the Vehicle - and any Subscription Fee, Deposit and other amounts paid shall be refunded in full to the Driver.
- 1.5 The Company will allow a grace period of one hour from the Subscription End Date (which may be extended if agreed between the parties in accordance with this Subscription Agreement) for the Driver to return the Vehicle. After this one hour grace period the Driver shall be liable to pay the daily rate for any additional time the Driver uses the Vehicle. This shall be calculated using the Daily Subscription Rate included in the Subscription Booking Form (e.g. if a Driver returns a Vehicle two (2) hours late they will be charged one day's Subscription Fees based on the Daily Subscription Rate).
- 1.6 **Where the Company is not Drover under this Subscription Agreement, the Company appoints Drover as the Company's payment collection agent to collect any Subscription Fee and Deposits and other amounts due from Driver to Company under this Subscription Agreement. Unless Drover is named as the Company in the Agreement, while Driver may have subscribed to the Vehicle through the Drover Site this Subscription Agreement for the Vehicle is with the Company not Drover, and Drover shall have no liability under this Subscription Agreement for any breach of obligations relating to the Subscription to, condition of or use of the Vehicle (save for liability for death or personal injury caused by Drover's own negligence and liability for fraud and fraudulent misrepresentation by Drover).**
- 1.7 The Company may substitute the Vehicle for another vehicle (providing such Vehicle complies with the requirements of this Subscription Agreement) on at least 7 days' notice at any point during the Subscription Agreement. The Driver will co-operate with the reasonable requirements of the Company as to substitution of the Vehicle, and following substitution the new Vehicle will be the "Vehicle" for the purpose of this Subscription Agreement.

2. Responsibilities of the Driver

- 2.1 The Driver must collect the Vehicle at the Subscription Start Date and Collection Location specified in the Subscription Booking Form, unless the Driver has selected vehicle delivery during the bookings process, in which case Drover or a 3rd party delivery company will deliver the Vehicle to an address specified by the Driver at the beginning of the Subscription and collect it at its end. The Driver must inspect the vehicle before the start of the Subscription Term. The Driver will make the Company aware of any defects in the Vehicle not spotted by the Company at the time the Vehicle is collected by the Driver and at any point a Driver discovers any issues or defects during the Subscription Term. In the absence of the Driver notifying the Company of any issues at the time the Vehicle is collected by the Driver, it shall be deemed that the Driver received the Vehicle in perfect working order (save for any existing damage recorded in the Vehicle Condition Report). The Driver will return the Vehicle to the Company in the same condition in which the Driver received it, save for the normal wear and tear in relation to distance travelled, including (but not limited to) tyres, fittings, documents and complete equipment outfit. The Driver must look after the Vehicle and its keys. The Driver must always lock the Vehicle when not using it (and will be charged for the replacement cost of any lost keys). The Driver must make sure that they use the correct fuel. The Driver is responsible for tyre punctures.
- 2.2 The Company has the right to request and conduct a Vehicle inspection during the Subscription Term, subject to giving the Driver a 7 day prior notice. The Driver shall act in good faith and reasonably comply with such a request.
- 2.3 The Driver must not sell, rent or dispose of the Vehicle or any of its parts. The Driver must not give anyone other than the Company any legal rights over the Vehicle.
- 2.4 The Driver must not (and must not let anyone else) modify or work on, or attach or affix anything to the Vehicle without the Company's written permission.
- 2.5 The Driver must let the Company know as soon as they become aware of any defect(s) in or damage to the Vehicle.
- 2.6 The Driver shall be liable for damage to, and theft of, the Vehicle from delivery or collection of the vehicle until it is returned to the Company. The Driver must bring the Vehicle back to the agreed return location (or meet with the collection manager in the event of a Vehicle collection), at the Subscription End Date specified in the Subscription Booking Form (or as otherwise agreed between the Parties in writing and in accordance with this Subscription Agreement). The Company, or one of the Company's staff, must see the Vehicle to check that it is in good condition. Where the Company has agreed that Driver may return the Vehicle outside of the hours of (09:00 to 18:00 Monday to Friday), or where the Driver has requested a collection of the Vehicle by the Company at a specified location, the Subscription Term (and the Driver's liability for damage, theft and parking violations) shall extend to the earlier of midday of the first working day following the requested collection time or the time of re-inspection by the Company. Both Company and Driver must also ensure they tell Drover about such pick up arrangements so that Drover can ensure any insurance coverage extends to the arrangements made between Company and Driver.
- 2.7 The Driver will be liable for repairs if the Vehicle needs more than the Company's standard valeting (cleaning), or if the Vehicle has been damaged either inside or outside (whether or not it is Driver's fault). The Driver's Deposit (and any insurance coverage) may cover such repairs and charges but **in the event it does not Driver will be separately charged by Drover (as payment collection agent for the Company) using the bank details supplied by Driver to Drover for any such repairs and charges.**
- 2.8 The Driver must check before he brings back the Vehicle that he has not left any belongings in the Vehicle. Neither Drover nor the Company are liable for any personal belongings left in the Vehicle after the Vehicle has been returned.

2.9 If there is a Mileage Allowance included in the Subscription Booking Form, the Driver must not exceed the stated Mileage Allowance during the Subscription Term. If the Driver becomes aware that the Vehicle is about to exceed the stated mileage limit the Driver must contact the Company immediately and should not incur any further mileage without the express consent of the Company. The Company may replace the Vehicle with an equivalent vehicle (at the Company's cost) to prevent the Vehicle exceeding the stated mileage. Where the Driver exceeds the stated mileage limit of any Vehicle without the express consent of the Company, the Company may terminate the subscription immediately. The Driver will be liable for any Excess Mileage Charge as set out in the Subscription Booking Form if the Driver exceeds the Mileage Allowance during the Subscription Term.

3. Responsibilities of the Company

3.1 The Company has maintained the Vehicle to at least the manufacturer's recommended standard and will provide the Driver with a copy of the owner's manual for the Vehicle.

3.2 The Company confirms that the Vehicle is roadworthy and suitable for driving at the Subscription Start Date. The Company will identify any existing damage to the Vehicle on the Vehicle Condition Report.

3.3 The Company is responsible for death or personal injury caused by the Company's negligence and for fraud and fraudulent misrepresentation. The Company is also responsible for losses suffered by the Driver as a result of the Company's breach of this Subscription Agreement where such losses are a reasonably foreseeable consequence of such a breach. Losses will be foreseeable where they are contemplated by the Company and the Driver at the time this Subscription Agreement is entered into.

3.4 The Company is not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by the Company and the Driver at the time of entering into this Subscription Agreement (such as loss of profits, income or loss of opportunity).

4. Conditions for using the Vehicle

4.1 The Vehicle must only be driven by the Driver, (and the Named Drivers in the Subscription Booking Form (if relevant)), in a skilful careful manner at all times. If Named Drivers are allowed to drive the Vehicle under this Subscription Agreement, the Driver must procure that the Named Drivers comply with all the obligations of the Driver under this Subscription Agreement as if that Named Driver was a Driver. The Driver will remain responsible for the use of the Vehicle by any Named Drivers and any breaches of the Subscription Agreement by a Named Driver will be deemed a breach of this Subscription Agreement by the Driver.

4.2 The Driver and any Named Drivers of the Vehicle must have held a full current driving licence for at least one year and be at least 23 years old and have no endorsements or convictions on their driving licence during the Subscription Term which are unacceptable to the Company. If the Driver or Named Driver receives any endorsements or convictions during the Subscription Term the Driver and / or Named Driver must inform the Company and the Company may terminate this Subscription Agreement in accordance with clause 10. The Driver must also inform Drover of such endorsements or convictions if the Driver has obtained insurance through Drover as this may affect the validity of the insurance. If any insurance becomes invalid at any point during the Subscription Term it is the Driver's responsibility to obtain adequate replacement insurance as such insurance is a legal requirement. The Driver or any Named Driver(s) must not:

4.3 Use the Vehicle to transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous or illegal materials.

4.4 Use the Vehicle for any illegal purpose.

4.5 Use the Vehicle off-road, or for racing, pace making, testing the Vehicle's reliability and speed or teaching someone to drive.

4.6 Use the Vehicle under the influence of alcohol or drugs or smoke inside the vehicle.

4.7 Carry a number of passengers and/or baggage which would cause the Vehicle to be overloaded (and operate the Vehicle in accordance with the owner's manual for the Vehicle as provided by the Company), or in the case of a commercial vehicle a carrier payload which exceeds the maximum payload and individual axle plated weights or for a purpose which requires an operator's licence where Driver (or Named Driver as applicable) does not have one.

4.8 Drive the Vehicle outside the United Kingdom unless the Company has given the Driver written permission.

4.9 Use the Vehicle for hire and reward, unless the Vehicle is licensed as a private-hire vehicle (PHV) and is insured for hire and reward.

5. Subscription Fees, Fines, Tolls and other charges

5.1 Drover is duly authorised by the Company to accept all payments and collect from the Driver the Subscription Fees, Deposits and other charges under this Subscription Agreement on behalf of the Company. Payment to Drover discharges the Driver's relevant payment obligation to the Company under this Subscription Agreement. As the Company's collection agent, Drover retains the right to seize or collect outstanding payments and charges via the use of the County Courts and/or 3rd party debt collection agencies in the event that the Driver is unable or unwilling to pay for such debts, and Drover has exhausted all other channels for collecting payments itself.

5.2 The Driver must pay or have paid the Deposit specified in this Subscription Agreement on or prior to the Subscription Start Date. At the end of the Subscription Term if the Vehicle has been returned by the Subscription End Date, is returned undamaged and the Driver (and any Named Drivers as applicable) have not caused any other damage to another person or other property or incurred any fines, charges or penalties, Drover will refund the Deposit to the Driver in full within 21 days of the end of the Subscription Term. Drover may retain the Deposit (or part of the Deposit) to satisfy any outstanding amounts of the Subscription Price or other charges which Drover determines are due from Driver under and in accordance with this Subscription Agreement by retaining the amount from the Deposit that Drover (on behalf of Company and in its sole discretion) sees fit to retain to cover such outstanding amounts. If Drover is returning part of a Deposit to a Driver this will also be returned within 21 days of the end of the Subscription Term.

5.3 The Driver must pay the Subscription Fees at the rate and on the dates specified in the Subscription Booking Form, and shall be liable for the following charges and pay for them on demand (including when such charges are in excess of any Deposit provided by the Driver) during the Subscription Term:

5.3.1 all charges which are payable following the discovery of damage following re-inspection of the Vehicle when returned by Driver to Company;

5.3.2 all charges, fines and court costs including congestion charges, parking, traffic, speeding or other offences, and any civil penalty payable relating to the Vehicle ("**Fines**") and any tolls, fees or charges including toll road fees, and the London Congestion Charge ("**Tolls**"). The Driver must also pay the appropriate authority any Fines, Tolls and costs if and when the relevant authority demands this payment, and acknowledges that such obligations may be communicated to the Driver directly, through the Company, through Drover on behalf of the Company or the relevant authority.

5.3.3 value added tax and all other taxes and levies on any of the Fines, Tolls and charges, as appropriate;

5.3.4 any reasonably incurred, foreseeable losses, costs and charges resulting from the breach by the Driver of this Subscription Agreement (such losses being foreseeable where they are contemplated by the Company and the Driver at the time this Subscription Agreement is entered into);

5.3.5 any other charges arising under this Subscription Agreement.

5.4 For the avoidance of doubt, the Driver shall be liable for any Fines, Tolls and other charges, issued by public authorities or private parking companies, incurred during the Subscription Term even if such Fines, Tolls and other charges are not discovered until after the end of the Subscription Term.

- 5.5 It is the responsibility of the Driver to pay the relevant authorities directly for any Fines, Tolls and other Charges that the Vehicle or the Driver incur during the time of the Subscription. The Driver must provide a written report of any offences committed by him or her to the Company. In the case of any Fine, the Driver acknowledges and agrees that the Company or Drover may pass on the Driver's details to the police or relevant authority, who may then contact the Driver directly. Neither Drover nor the Company are liable for any escalation in value of a Fine, Toll or charge as a result of its being delivered to an out-of-date address. It is the Driver's responsibility to inform Company and Drover of any change of address so that Fines may be delivered to them in sufficient time to prevent escalation. In the event that the Company incurs a fine, charge or admin fee levied by a third party as a result of the Driver's incurring of a Fine, charge or admin fee the Company retains the right to charge the cost of such a fine, charge or admin fee to the Driver.
- 5.6 The Driver shall keep the Vehicle in good and roadworthy condition (fair wear and tear excepted) throughout the Subscription Term and return the Vehicles in good and roadworthy condition to the Company. **The Driver hereby authorises Drover on behalf of the Company, to collect any amounts for which the Driver is liable under this Subscription Agreement (and which exceed the Deposit) by charging a credit or debit card, the details of which have been provided to Drover by the Driver. This may occur for example where the Driver's liability for Fines exceeds the value of the Deposit or the Deposit has already been returned to the Driver. Drover will inform the Driver on request of the reason for any charges that are collected in this manner.**
6. **Insurance**
- 6.1 Drover Limited is an Appointed Representative of Ambant Underwriting Services Limited (for general insurance intermediary business), a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance mediation activities. In this function, Drover may offer the Driver and any Named Drivers, subject to the Driver meeting the insurance eligibility criteria, to buy comprehensive motor insurance. The details of any such insurance shall be included in the Subscription Booking Form. The insurance policy wording and key facts document can be found on the Drover Site. If insurance is not provided to the Driver or any Named Drivers through Drover insurance must be obtained prior to the Driver (and any Named Driver's) using the Vehicle. It is the responsibility of the Driver to obtain comprehensive motor insurance for themselves and to ensure any Named Drivers are covered by a motor insurance policy. This insurance must be pre-approved by Drover in writing. Relevant insurance excess charges apply.
- 6.2 If the Driver does not buy comprehensive motor insurance through Drover, **it is the Driver's responsibility to obtain comprehensive motor insurance for themselves and to ensure any Named Drivers are covered by such motor insurance policy (or are covered by their own motor insurance policy).** If the driver chooses to use an alternative comprehensive policy this must be confirmed as acceptable by Drover in writing.
- 6.3 The Driver is entitled to cancel their Drover comprehensive motor insurance policy within 14 days of commencement of the policy by written notification to Drover, subject to there being no claims on the policy. No penalty or administration fee will be levied and the Driver will be refunded any premium subject to a pro-rata charge for time on-cover. The Driver is responsible for arranging alternative comprehensive motor insurance cover for themselves and any Named Drivers without any lapse in the period or type of cover. Any alternative cover must be pre-approved by Drover in writing. After the 14-day cooling-off period the Driver will not be entitled to any premium refund. If a claim is made on the policy by either the policyholder or a third party, either during or after the 14-day cooling-off period, the Driver will be liable to pay the entire premium for the period of cover without refund.
7. **Accidents, Damage and Theft**
- 7.1 In the event of an accident the Driver or Named Driver must not admit responsibility or attempt to negotiate. The Driver or Named Driver should note the registration numbers of other vehicles, take photographs and/or video of the scene and vehicles involved and obtain the names and addresses of everyone involved, including witnesses and should also:
- 7.1.1 make the Vehicle secure;
- 7.1.2 tell the police without delay if anyone is injured or if the Driver or Named Driver was unable to exchange details with other drivers or property owners;
- 7.1.3 report the incident to the Vehicle insurer as soon as is practically possible and no later than 24 hours after the incident.
- 7.2 In the event of damage the Driver must comply with the instructions of the Company (and /or insurer) as to the Vehicle. The Driver (and Named Driver(s) if relevant) must provide all reasonable co-operation and assistance to the insurer and to the Company as to conduct of the claim. If the Vehicle is stolen, the Driver must inform the police and Company as soon as becoming aware of the theft.
8. **Servicing and Maintenance**
- The Company is responsible for the costs and organisation of all routine servicing and maintenance from the Subscription Start Date to the Subscription End Date (which includes tyres, for avoidance of doubt). The Company (or Drover acting on behalf of the Company) will provide fair and reasonable notice of no less than three days to Drivers when arranging servicing or maintenance appointments, advise Drivers of these and coordinate schedules with them. It is the Driver's responsibility to keep these agreed appointments and otherwise bear any rescheduling costs if an appointment is missed.
9. **Telematics and Dash Cams**
- Drover may, in its sole discretion, install a telematics solution ("**Telematics**") and/or a dash cam in the Vehicle at Drover's own cost. Telematics allows Drover to GPS track Vehicles as well as extract mileage, fuel level, acceleration and braking data, as well as remotely lock / unlock or immobilise Vehicles.
10. **Cancellation, Default and Termination**
- 10.1 For the avoidance of doubt, the Agreement and Subscription Term ends only with the Driver's return of the Vehicle to the Company.
- 10.2 The Driver has the right, for up to 14 days from the day the subscription was bought, to cancel their booking with no penalty charges. The Driver however may be responsible for any reasonable costs associated with the early termination of the agreement.
- 10.3 Subject to any notice required by law the Company (or Drover acting on behalf of the Company) may terminate this Subscription Agreement if any of the following occur:
- 10.3.1 the Driver fails to pay any Subscription Fees, Fines, Tolls, charges or any other amount due under this Agreement on the date when it becomes due;
- 10.3.2 the Driver or Named Driver(s) breach their obligations under clauses 2, 4 or 7 of this Agreement;
- 10.3.3 the Driver becomes bankrupt or enters into any arrangement or composition with creditors;
- 10.3.4 the Driver or Named Driver receives endorsements or convictions on their driving licence during the Subscription Term which are unacceptable to the Company;
- 10.3.5 the Driver's insurance has lapsed or become invalid;
- 10.3.6 the Company's account with Drover is suspended or terminated by Drover or the Vehicle is excluded from the Drover Site. Upon termination for this reason this Subscription Agreement will terminate, the Vehicle must be returned to Company or collected by the Company (or Drover) and the Driver will be refunded in full for any payments made under the Subscription Agreement for use of the Vehicle not received; or

- 10.3.7 any information supplied by the Driver to the Company (or Drover as the Company's agent) in connection with this Subscription Agreement is inaccurate or misleading in any material way.
- 10.4 Upon early termination of this Agreement the Driver shall immediately be liable for (a) any arrears of Subscription Fees and other amounts due and payable at the time (including for the avoidance of doubt any Fines, Tolls, and other charges) and other than in the case of termination under clause 10.2.6 above, (b) Subscription Fees for the remainder of the Subscription Term and (c) any other amounts which may become due and payable under this Subscription Agreement.
- 10.5 Upon expiry of the Subscription Term or early termination of this Subscription Agreement for any reason the Driver's right to use of the Vehicle will cease and it must immediately be returned to the Company or such location as Company directs.
- 10.6 If the Driver fails to return the Vehicle to the Company by the Subscription End Date or on earlier termination as required (the "Delay Period"), the Driver shall be liable for an overdue fee as set out in clause 1.5 for each day of the Delay Period that the Vehicle is not returned. The Driver may also be liable for additional insurance charges in relation to the Delay Period. The Driver will remain responsible for all the Driver's obligations for the full duration of the Delay Period.
- 10.7 Failure by the Driver to return the Vehicle to the Company promptly at the Subscription End Date or as required on earlier termination may result in the Company reporting the Driver to the relevant authorities. At the end of a Subscription Term, if insurance has been purchased through Drover, Drover may arrange for any insurance on the Vehicle to end (if it has not ended already) and may report that the Vehicle is no longer insured to third parties in its sole discretion.
- 10.8 At the end of the Subscription Term, the Driver must ensure that the Vehicle is clean, and the Driver must remove any debris, rubbish and the Driver's personal items from the Vehicle.
- 10.9 The keys must then be handed to the Company (or returned in a manner otherwise agreed with the Company).
11. **Disputes**
- 11.1 Both parties agree that if they have dispute with the other party concerning this Subscription Agreement or use of a Vehicle, that party will attempt to resolve it in the first instant by communicating with the other party directly.
- 11.2 In the event that a dispute cannot be resolved with the other party directly the parties may refer the dispute to Drover or make a complaint. Drover is under no obligation to resolve any disputes between the parties. However, Drover may seek to resolve the dispute between the parties and Drover may require that either party to make further payment to the other, or that either party refund payments to the other that they have received from this Subscription Agreement. If Drover becomes involved in a dispute both parties will provide Drover with such information and take such actions as may be reasonably requested by Drover in connection with any complaints, claims, charges or notices relating to the Subscription Agreement or with respect to any investigation undertaken by Drover or its representatives, its insurers or the police, regarding any insurance claims, use or abuse of the Site or any other investigations.
12. **Governing Law**
- This Subscription Agreement shall be governed by and construed in accordance with English law and each party agrees to submit any dispute in relation to this Agreement (whether contractual or non-contractual) to the exclusive jurisdiction of the courts of England).
13. **General**
- 13.1 Any notice or other communication given to the Driver in connection with this Subscription Agreement may be sent by email to the latest address maintained on the Drover Site or by post to such address as Drover holds for the Driver. Any notice or other communication given to the Company in connection with this Subscription Agreement should be sent by email to service@joindrover.com or by post to Drover Ltd, 8 Orsman Road, London N1 5QJ, UK.
- 13.2 Except as otherwise agreed in this Subscription Agreement and required by law, each party agrees with the other to keep secret and not share (except with its employees, contracts and advisers (where relevant)) any confidential information it receives from the other party through this Subscription Agreement.
- 13.3 Both parties agree that these terms are fair and reasonable in all circumstances. However, if any part of these terms is disallowed or found to be ineffective by a court or regulator, the other provisions shall continue to apply.
- 13.4 If either party does not take action against another party, the party who chose not to take action is still entitled to use it rights and remedies in any other situation when this Subscription Agreement is breached.
- 13.5 This Subscription Agreement is for the benefit of the Company, the Driver and Drover where stated in this Subscription Agreement, and no term of this Subscription Agreement will be enforceable by any other person that is not a party to it including any enforcement through the Contracts (Rights of Third Parties) Act 1999.