

TERMS OF SUBSCRIPTION

1. Subscription

- 1.1 These Terms of Subscription form part of, and are incorporated within, any Subscription Agreement between Drover and the Driver. Any capitalised terms that are used but not defined in these Terms shall have the meaning given to them in the Subscription Booking Form or the Drover Terms.
- 1.2 The Driver agrees to subscribe to the Vehicle referred to in the Subscription Booking Form for the Subscription Term. The Vehicle is provided by Drover Limited (“**Drover**”) at the relevant Subscription Fee stated in the Subscription Booking Form. If the Driver does not return the Vehicle to Drover 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.
- 1.3 The Driver is required to pay a Joining Fee prior to the Subscription Start Date.
- 1.4 Drover 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. Drover may also substitute the Vehicle for another vehicle in the event of a manufacturer’s recall, or for other legitimate mechanical, health or safety purposes. The Driver will co-operate with the reasonable requirements of Drover 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 Drover, or a third party on behalf of Drover, will deliver the Vehicle to an address specified by the Driver at the beginning of the Subscription and collect it at its end (unless alternative arrangements are agreed by Drover and the Driver in writing). The Driver must inspect the vehicle before the start of the Subscription Term. The Driver will make Drover aware of any defects in the Vehicle at the time when the Vehicle is delivered. In the absence of the Driver notifying Drover of any issues at the time when the Vehicle is received 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 Drover 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 shall return the Vehicle with no less than the amount of fuel that it had on delivery, or pay Drover for the cost of the shortfall in fuel as compared to the fuel in the Vehicle upon delivery. The Driver must take care of, and keep secure, 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 also responsible for tyre punctures.
- 2.2 Drover has the right to request and conduct a Vehicle inspection during the Subscription Term, subject to giving the Driver 7 days’ 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 Drover 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 Drover’s written permission. Any additions, alterations or modified parts

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fitted without such permission shall become part of the Vehicle and shall belong to Drover, and the Driver shall be responsible for any costs in returning the Vehicle to its pre-modified condition.

- 2.5 The Driver must let Drover know as soon as they become aware of any defect(s) in or damage to the Vehicle at any point if or when the Driver discovers any issues or defects during the Subscription Term.
- 2.6 The Driver shall be liable for damage to, and theft of, the Vehicle from delivery of the Vehicle until Drover has collected the Vehicle from the Driver at the end of the Subscription Term. The Driver must meet with the collection manager 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). Drover, or a third party on behalf of Drover must inspect the Vehicle to check that it is in good condition. Where the Driver has requested a collection of the Vehicle by Drover at a specified location, outside of the hours of 09:00 to 18:00 Monday to Saturday, 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 Drover; or of a third party on behalf of Drover.
- 2.7 The Driver will be liable for repairs (which must be carried out by a repair centre approved by Drover) if the Vehicle needs more than Drover's standard valeting (cleaning), or if the Vehicle has been damaged either inside or outside (whether or not it is the Driver's fault). The Driver's Deposit (and any insurance coverage) may cover such repairs and charges but in the event it does not, the Driver will be separately charged by Drover using the bank details supplied by the Driver for any such repairs and charges.
- 2.8 The Driver must check before he/she brings back the Vehicle that he/she has not left any belongings in the Vehicle. Drover is not liable for any personal belongings left in the Vehicle after the Vehicle has been returned.
- 2.9 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.
- 2.10 The Driver shall comply with its insurance obligations, as set out in clause 7 below.
- 2.11 If the Driver wishes to alter the collection or drop-off arrangements (for either the Subscription Start Date or the Subscription End Date), they must obtain prior consent from Drover for such alternative arrangements.

3. Responsibilities of Drover

- 3.1 Drover, or a third party on behalf of Drover, has maintained the Vehicle to at least the manufacturer's recommended standard.
- 3.2 Drover, or a third party on behalf of Drover confirms that the Vehicle is roadworthy and suitable for driving at the Subscription Start Date. Drover, or a third party on behalf of Drover, will identify any existing damage to the Vehicle on the Vehicle Condition Report.

4. Liability

- 4.1 Subject to clause 4.2 below, Drover's maximum aggregate liability to the Driver for any and all claims arising out of or in connection with the Subscription Agreement shall in no event exceed £10,000.

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- 4.2 Nothing in the Subscription Agreement excludes or restricts Drover's liability to the Driver for death or personal injury caused by Drover's negligence, for fraud and fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.
- 4.3 Notwithstanding clause 4.1 above, Drover shall not be liable for:
- 4.3.1 indirect losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by Drover and the Driver at the time of entering into this Subscription Agreement (such as loss of profits, income or loss of opportunity);
 - 4.3.2 losses not caused by Drover's breach; or
 - 4.3.3 failure or delay in performing any or all of its obligations under the Subscription Agreement, where such failure is caused, directly or indirectly, by events beyond Drover's reasonable control (including, but not limited to, network failure, fire, flood, earthquake, acts of God, acts of war, terrorism, riots, civil disorders, blockades, insurrections, pandemics, epidemics, any law or action taken by a government or public authority, any labour or trade disputes, strikes, industrial action or lockouts, or non-performance by suppliers or subcontractors).

5. Conditions for using the Vehicle

- 5.1 The Vehicle must only be driven by the Driver (and the Named Drivers in the Subscription Booking Form (if relevant)), must be driven in a careful manner at all times and must be driven in compliance with all applicable road traffic laws (and any other laws or regulations applicable to drivers). If Named Drivers are allowed to drive the Vehicle under this Subscription Agreement, the Driver must ensure that the Named Drivers comply with all the obligations of the Driver under this Subscription Agreement, as if that Named Driver were 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.
- 5.2 The Driver and any Named Drivers of the Vehicle must have held a full current UK driving licence for at least one year, be at least 25 years old and have no endorsements or convictions on their driving licence during the Subscription Term which are unacceptable to Drover. Unacceptable endorsements or convictions may include, but are not limited to, any convictions that result in the Driver being disqualified from driving, or any major driving convictions, such as failing to report an accident. If the Driver or a Named Driver receives any endorsements or convictions during the Subscription Term the Driver and/or Named Driver must inform Drover, and Drover may terminate this Subscription Agreement in accordance with clause 11. 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 because such insurance is a legal requirement.
- 5.3 The Driver and any Named Driver(s) must not:
- 5.3.1 use the Vehicle to transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous or illegal materials;
 - 5.3.2 use the Vehicle for any illegal purpose or any purpose or any manner which would not be covered by the insurance and/or would invalidate the insurance;

- 5.3.3 use the Vehicle off-road, or for racing, pace making, testing the Vehicle's reliability and speed, or teaching someone to drive;
- 5.3.4 use the Vehicle under the influence of alcohol or drugs or smoke inside the vehicle, or clause 6.7 below shall apply;
- 5.3.5 carry a number of passengers and/or baggage which would cause the Vehicle to be overloaded (and operate the Vehicle otherwise than in accordance with the owner's manual for the Vehicle); or - in the case of a commercial vehicle - carry a carrier payload which exceeds the maximum payload and individual axle plated weights, or for a purpose which requires an operator's licence where the Driver (or Named Driver as applicable) does not have one;
- 5.3.6 drive the Vehicle outside the United Kingdom unless Drover has given the Driver written permission;
- 5.3.7 use the Vehicle for hire and reward;
- 5.3.8 use the Vehicle or deal with Drover in any way which could be deemed harmful to the business or reputation of Drover.

6. Subscription Fees, Fines, Tolls and other charges

- 6.1 Drover retains the right to seize or collect outstanding payments and charges via the use of the County Courts and/or third party debt collection agencies if the Driver is unable or unwilling to pay for such debts. Drover may also repossess the Vehicle if the Driver is in breach of the Terms of Subscription.
- 6.2 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 them on demand (including when such charges are in excess of any Deposit provided by the Driver) during the Subscription Term:
 - 6.2.1 all charges which are payable after the discovery of damage following re-inspection of the Vehicle when returned by the Driver to Drover;
 - 6.2.2 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 to 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 Drover or the relevant authority;
 - 6.2.3 value added tax and all other taxes and levies on any of the Fines, Tolls and charges, as appropriate including a £20 administration fee for each Fine, Toll or charge that the Driver incurs during the term of their subscription;
 - 6.2.4 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 Drover and the Driver at the time this Subscription Agreement is entered into);
 - 6.2.5 any other charges arising under this Subscription Agreement; and

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- 6.2.6 any charges in relation to the repossession of the Vehicle, including, without limitation, third party agent costs, transportation required for the repossession of the Vehicle, legal proceedings in relation to the repossession of the Vehicle and any other costs, charges and expenses in relation to or in connection with the breach of the Terms of Subscription by the Driver.
- 6.3 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.
- 6.4 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 incurs during the Subscription Term. The Driver must provide a written report of any offences committed by him or her to Drover. In the case of any Fine, the Driver acknowledges and agrees that Drover may pass on the Driver's details to the police or relevant authority, who may then contact the Driver directly. Drover is not liable for any escalation in value of a Fine, Toll or charge as a result of it being delivered to an out-of-date address. It is the Driver's responsibility to inform Drover of any change of address so that Fines may be delivered to them in sufficient time to prevent escalation. In the event that Drover 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, Drover retains the right to charge the cost of such a fine, charge or admin fee to the Driver. In the event that the Driver does not pay the Fines, Tolls or other charges, Drover may pay such Fines, Tolls or other charges and then reclaim such Fines, Tolls or other charges from the Driver if it would be in Drover's interests to do so, including, without limitation, where the Vehicle may be at risk and/or there may be other enforcement in relation to unpaid Fines, Tolls or other charges.
- 6.5 The Driver shall keep the Vehicle in good and roadworthy condition (fair wear and tear excepted) throughout the Subscription Term and return the Vehicle in good and roadworthy condition to Drover.
- 6.6 The Driver hereby authorises Drover to collect any amounts for which the Driver is liable under this Subscription Agreement by charging a credit or debit card, the details of which have been provided to Drover by the Driver. The Driver shall only provide Drover with debit or credit card details for an account which belongs to the Driver and from which the Driver is authorised to make payments. Drover will inform the Driver in advance of any charges that are collected in this manner. Charges that may be collected in this matter include, but are not limited to, when a Penalty Charge Notice is received, or when the Vehicle has experienced damage during the Subscription Term.
- 6.7 If the Driver and/or any Named Driver(s) smoke inside the Vehicle in contravention of clause 5.3.4 above, the Driver shall be liable to pay Drover a penalty of £150.

7. **Insurance**

- 7.1 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 offers the Driver and any Named Drivers (subject to the Driver and any Named Drivers meeting the insurance eligibility criteria) 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 Drivers) using the Vehicle.

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- 7.2 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 that 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 pre-approved by Drover in writing. Relevant insurance excess charges apply.
- 7.3 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 at subscriptions@joindrover.com 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.

8. Accidents, Damage and Theft

- 8.1 In the event of an accident involving the Vehicle, the Driver or Named Driver must not admit responsibility or attempt to negotiate with third parties. 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:
- 8.1.1 make the Vehicle secure;
 - 8.1.2 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;
 - 8.1.3 report the incident to the Vehicle insurer as soon as is practically possible and no later than 24 hours after the incident;
 - 8.1.4 note the insurance details of other involved third parties; and
 - 8.1.5 comply with all other applicable road traffic and other laws.
- 8.2 In the event of damage to the vehicle, the Driver must comply with the instructions of Drover (and/or the insurers of the Vehicle). The Driver (and Named Driver(s) if relevant) must provide all reasonable co-operation and assistance to the insurer and Drover as to the conduct of any claim. If the Vehicle is stolen, the Driver must inform the police and Drover as soon as becoming aware of the theft.
- 8.3 If a warning light appears or the Vehicle develops any fault during the Subscription Term, the Driver must contact Drover as soon as practicable to provide details of the fault.
- 8.4 In the event of any claim under the insurance set out in under clause 7.1, the Driver (and where applicable, Named Drivers) must:
- 8.4.1 comply with the instructions of the Company (and/or insurer) as to the Vehicle; and
 - 8.4.2 provide all reasonable co-operation and assistance to the Company (and/or insurer) and to the Company as to conduct of any claim.

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- 8.5 In the event of any accident involving the Driver which is likely to have been wholly or mainly the fault of a party other than the Driver (“Non-Fault Accident”), the Driver (and where applicable any Named Driver); comply with the instructions of the Company (and/or insurer) as to the Vehicle; and
- 8.5.1 is obliged to follow Drover’s instructions as to having the Vehicle repaired, either by making it available to Drover at a time of its choosing or by making arrangements at Drover’s direction for the Vehicle to be repaired; and
 - 8.5.2 must provide all reasonable co-operation and assistance to Drover as to the conduct of any claim;
 - 8.5.3 must continue to pay the Subscription Fee under this Subscription Agreement until the Subscription End Date (and for any further period after the Subscription End Date while the Vehicle is in fact under repair and/or otherwise not available for use; and
 - 8.5.4 will have no right under this Subscription Agreement to receive a replacement vehicle from the Company while the Vehicle is under repair or otherwise unavailable to the Driver
- 8.6 In the event of a Non-Fault Accident the Company;
- 8.6.1 will inform the Driver of the names and contact details of one or more vehicle hire providers who might assist (however, the Company will not itself provide a replacement vehicle under this Subscription Agreement until the Vehicle has been fully repaired or replaced); and
 - 8.6.2 has authorised Drover to correspond with the Driver on its behalf and the Driver agrees to comply with clause 8.5 above.
- 8.7 In the event that the accident is not considered by the Company (or its agent) to be the fault of another person who is insured, the Company may in its discretion agree to hire a replacement vehicle to the Driver under a new subscription agreement.

9. **Servicing & Maintenance**

- 9.1 Drover is responsible for the organisation of all routine servicing and maintenance from the Subscription Start Date to the Subscription End Date (which includes tyres and the arranging on MOTs, for the avoidance of doubt). Drover, or a third party operating on behalf of Drover, will provide fair and reasonable notice of no less than three days to the Driver when arranging servicing or maintenance appointments, advise the Driver of these and coordinate schedules with the Driver. It is the Driver’s responsibility to keep these agreed appointments and otherwise bear any rescheduling costs if an appointment is missed.

10. **Telematics**

- 10.1 Drover may, at its sole discretion, install a telematics solution (“**Telematics**”) 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. By using the Vehicle, the Driver consents to the collection of such data.

11. **Cancellation, Default and Termination**

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- 11.1 For the avoidance of doubt, the Agreement and Subscription Term ends only with the Driver's return of the Vehicle to Drover or a third party specified by Drover.
- 11.2 From the point of receiving the vehicle, the Driver has the right, for up to 72 hours, to cancel their booking after the first month with no penalty charges. The Driver however may be responsible for any reasonable costs associated with the early termination of the agreement.
- 11.3 The Driver may also elect to cancel a Subscription prior to picking up the Vehicle (if outside of the 14 day cooling off period as stated under clause 11.2). 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:
- 11.3.1 at least 72 hours before the Subscription Start Date specified in the Subscription Booking Form, the Driver can cancel the Subscription without charge. All of 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);
 - 11.3.2 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'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 has already been paid) which shall be retained by Drover as a cancellation charge. If the Driver is yet to pay the first instalment of a monthly Subscription Fee, 50% of the Weekly Subscription Rate (or the prorated weekly equivalent of a Monthly Subscription Rate) shall be charged to the Driver by Drover as a cancellation charge;
 - 11.3.3 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 prorated weekly equivalent of a Monthly Subscription Rate.
- 11.4 During the Subscription Term for rolling bookings, the Driver must provide 72 hours' notice prior to the start of the next subscription renewal date if they wish to return the Vehicle. They must do so in writing to Drover at subscriptions@joindrover.com.
- 11.5 In order to terminate a Minimum Term subscription early, the Driver must pay to Drover a cancellation fee. The cancellation fee due will be 20% of outstanding monthly payments or one month's total payment - whichever is higher. This cancellation fee must be paid before the cancellation can be confirmed and before Drover can arrange collection of the vehicle.
- 11.6 Drover may cancel a Subscription where reasonably required (for example, if an unforeseen Vehicle fault arises, or if the availability of the Vehicle changes) by notifying the Driver at any point prior to the Driver collecting the Vehicle (or having the Vehicle delivered to Driver, as the parties may agree), and any overpayments in relation to the Subscription Fee, Deposit and other amounts paid shall be refunded in full to the Driver.
- 11.7 If Drover attempts to collect the Vehicle from the Driver on the Subscription End Date, but is unable to do so due to the Driver's fault, Drover will allow a grace period of one day 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 day grace period, the Driver shall be liable to pay the daily rate for any additional time for which 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) days late, they will be charged two day's Subscription Fees based on the Daily Subscription Rate).

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- 11.8 Subject to any notice required by law, Drover may terminate this Subscription Agreement if any of the following occur:
- 11.8.1 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;
 - 11.8.2 the Driver or Named Driver(s) breach their obligations under the Terms of Subscription, including, without limitation, clauses 2, 5 or 7 of this Agreement
 - 11.8.3 the Driver is no longer in possession or control of the Vehicle;
 - 11.8.4 the Driver becomes bankrupt or enters into any arrangement or composition with creditors;
 - 11.8.5 the Driver or Named Driver receives endorsements or convictions on their driving licence during the Subscription Term which are unacceptable to Drover;
 - 11.8.6 the Driver's insurance has lapsed or become invalid;
 - 11.8.7 Drover's relationship with its vehicle supplier is suspended or terminated, or the Vehicle is unavailable from Drover's vehicle supplier, or the Vehicle is excluded from the Drover Site. If terminated for this reason, the Subscription Agreement will terminate, the Vehicle must be returned to 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
 - 11.8.8 any information supplied by the Driver to Drover in connection with this Subscription Agreement is inaccurate or misleading in any material way.
- 11.9 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 11.8.7 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.
- 11.10 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 the Vehicle must immediately be returned to Drover or such location as Drover directs. Drover may repossess the Vehicle if the Driver fails to return the Vehicle and the Driver shall indemnify Drover in relation to any loss and damage resulting from the repossession of the Vehicle without prejudice to Drover's other rights and remedies under the Terms of Subscription.
- 11.11 If the Driver fails to return the Vehicle to Drover by the Subscription End Date or on earlier termination as required (the "**Delay Period**"), the Driver shall be liable for an overdue fee for each day of the Delay Period that the Vehicle is not returned in accordance with clause 11.7 above. 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.
- 11.12 Failure by the Driver to return the Vehicle to Drover promptly at the Subscription End Date or as required on earlier termination may result in Drover 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.

- 11.13 At the end of the Subscription Term, the Driver must remove any debris, rubbish and the Driver's personal items from the Vehicle.
- 11.14 The Driver must then hand the keys to the Vehicle to Drover, or a third party on behalf of Drover, (or returned in a manner otherwise agreed with Drover).
- 11.15 Drover may amend the Subscription End Date to such earlier time as may be reasonably required in connection with its business purposes, provided that the Driver shall be entitled to a pro rata refund of the Subscription Fees (at the daily subscription rate identified in the Subscription Booking Form) for the number of days by which the Subscription Term has been shortened.

12. **Governing Law**

- 12.1 These Terms of Subscription and any Subscription Agreement shall be governed by and construed in accordance with English law. Both Drover and the Driver agree to submit to the non-exclusive jurisdiction of the English courts, which means (i) if the Driver lives in the EU they may enforce their rights in connection with this Subscription Agreement in the EU member state in they you live; or (ii) if the Driver lives in any other jurisdiction which gives them mandatory consumer protection rights, they may enforce their rights in connection with this Subscription Agreement in accordance with such rights.

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 Drover in connection with this Subscription Agreement should be sent by email to subscriptions@joindrover.com or by post to Drover Limited, 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 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 the other party, the party who chose not to take action is still entitled to use its rights and remedies in any other situation when this Subscription Agreement is breached.
- 13.5 This Subscription Agreement is for the benefit of 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.
- 13.6 Drover expressly reserves the right to sub-contract any of its obligations under this Subscription Agreement to a third party, provided that Drover shall remain primarily responsible for, and liable to the Driver for, the performance of such obligations.