

Drover – Driver Terms

1. These Terms

- 1.1 Drover Limited (trading as Drover, with company registration number 9829742 and registered address at 8 Orsman Road, London N1 5QJ) (“**Drover**”/“**we**”/“**our**”/“**us**”) provides a website and associated services connecting our Drover registered subscribers seeking to subscribe to use vehicles (“Driver” or “you”) with Fleet Partners. Such website and associated services provided by Drover (including allowing you to enter into Subscription Agreements with Fleet Partners for the use of their Vehicles) being the “Services”. These terms and conditions (“**Terms**”) apply to all Services provided or arranged by Drover to you as recipient of the Services. By registering an account as a Driver (“**Account**”) and using the Services you agree to comply with and be legally bound by these Terms. These Terms apply at any time when you use this website (“**Site**”) or any other method of accessing the Services and constitute a binding legal agreement between you and Drover.
- 1.2 The Site allows you to enter into Subscription Agreements with Fleet Partner(s) to subscribe to Vehicles. When you enter into a Subscription Agreement with a Fleet Partner you enter into a Booking with that Fleet Partner for subscription to the Fleet Partner’s Vehicle. The relevant Subscription Period and the Subscription Price will be detailed in the Subscription Agreement and shown in the Booking Confirmation issued by Drover via the Site. You may agree to extend the Subscription Period in accordance with the terms of the Subscription Agreement and you and the Fleet Partner will otherwise be liable in accordance with the Subscription Agreement (including, but not limited to, in relation to cancelling Bookings, substituting a Vehicle for another similar vehicle and extending Subscription Periods).
- 1.3 **When you use the Services we are providing you with the means to enter into individual Subscription Agreements directly with Fleet Partners. You appoint Drover as your payment collection agent to collect all payments relating to Subscription Agreements on your behalf. You authorise Drover to advise Fleet Partners that Drover is authorised to collect payments (and that payment from Drover will discharge your obligations to Fleet Partners under Subscription Agreements). However, (unless Drover is the Fleet Partner) Drover is not a party to Subscription Agreements, these Subscription Agreements are between you as Driver and the Fleet Partner. Drover shall have no liability under any Subscription Agreement for any breach of obligations relating to 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). Drover simply facilitates the payment for your use of the Vehicles provided by Fleet Partner. Where Drover does either own or lease the Vehicle we will be liable to you as Fleet Partner in accordance with the terms of the relevant Subscription Agreement.**
- 1.4 Drover reserves the right to update these Terms and/or the form of the Subscription Agreement from time to time. If Drover amends the Terms and/or the form of the Subscription Agreement by posting the revised Terms and Subscription Agreement on the Site, these amended Terms and form of Subscription Agreement will take effect 7 days following being posted. For the avoidance of doubt any Subscription Agreement already existing between you and Fleet Partners will not be affected by such changes to the form of the Subscription Agreement. Your continued use of the Site shall indicate your agreement to be bound by the amended Terms and/or acceptance of the new forms.
- 1.5 You should direct any questions, complaints or comments regarding the services subject to these Terms to service@joindrover.com.
- 1.6 These Terms are with you the person using the Services. You will comply with these Terms and any obligations under the relevant Subscription Agreement. If you allow another person to make use of a Booking you have made (for example any named drivers to use the Vehicle) you agree that you will remain responsible for the Booking and the use of the Vehicle.

2. Registration with Drover

- 2.1 In order to make a Booking using the Site you must register an Account as set out here: <https://www.joindrover.com/signup>
- 2.2 Once you have created an Account you will need to provide us with a scan or image of your driver’s license (and of your private-hire license if applicable), a debit or credit card and answer a questionnaire relating to your insurance history. Please ensure that the details you provide us with are correct, Drover will not be responsible for any incorrect details you provide us with, including if a Booking Confirmation or other correspondence is not received due to incorrect details. If you notice your details are incorrect please contact us at service@joindrover.com or chat to use via the live-chat system on our website, to correct this.

3. Your Obligations

- 3.1 You agree to observe and act in accordance with these Terms. During Bookings you must at all times abide by the terms of the Subscription Agreement, including but not limited to, the obligations relating to collection and return of the Vehicle, conditions for using the Vehicle (including restrictions on what the Vehicle can be used for and whom can use the Vehicle) . Your responsibilities relating to the Vehicle, the Fleet Partner and Drover are set out in the relevant Subscription Agreement.
- 3.2 You agree that you will not create a false account with Drover and will not use your Account for any immoral or illegal activity (including but not limited to money laundering or fraudulent bookings).
- 3.3 You shall not allow any driver other than a named driver in the Booking Confirmation drive the Vehicle at any time during the Subscription. If anyone other than you is using the Vehicle you agree you will remain responsible for the Booking and the Vehicle.
- 3.4 You acknowledge that you have primary responsibility for your own safety and the Vehicle during the Booking.

4. **Suspension and Termination**

- 4.1 If you do not comply with these Terms we may suspend or close your Account and you will not be able to use our Services (including making Bookings) if you try to create a new account in order to avoid this, we reserve the right to terminate close this account and any existing Account you may have.
- 4.2 Upon termination you will no longer be able to use our Services or make Bookings through us. If you have any outstanding Bookings when we close your Account you may be refunded in accordance with the terms of that Subscription Agreement.
- 4.3 In the event of termination these Terms will continue in full force, so far as they relate to the consequences of any previous Bookings.
- 4.4 Drover has sole discretion to exclude specific Vehicles or Fleet Partners at any time whilst a Fleet Partner uses the Services. If a Vehicle is excluded whilst there is a Subscription Agreement in place with you, that Subscription Agreement will terminate immediately. Upon termination for this reason the Vehicle must be collected by the Fleet Partner and you will be refunded through Drover (as payment agent for the Fleet Partner) for any payments made under the Subscription Agreement for use of the Vehicle paid for but not received by you.
- 4.5 For the avoidance of doubt, each individual Booking you enter into with Fleet Partners for the use of Vehicles may be terminated in accordance with the relevant Subscription Agreement and your and the Fleet Partner's liability and obligations will be determined by the terms of such Subscription Agreement.
- 4.6 If you fail to return the Vehicle to the Fleet Partner promptly at the end of the rental period or as required on earlier termination, this may result in Drover reporting you 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 already ended) and may report that the Vehicle is no longer insured to third parties in its sole discretion.
- 4.7 You may request that your account be deleted by notice in writing to Drover at any time, but you agree to honour any outstanding Bookings and obligations under Subscription Agreements at the time of termination.
- 4.8 Termination will not affect the right of Drover to recover any amounts owed by you pursuant to these Terms.

5. **Disputes**

- 5.1 You agree that if you have a dispute with a Fleet Partner concerning them or their Vehicle during a Booking, you will resolve it in the first instance by directly communicating with the Fleet Partner.
- 5.2 In the event that a dispute cannot be resolved with the Fleet Partner directly you may refer the dispute to Drover or make a complaint. Drover is under no obligation to resolve any disputes between you and a Fleet Partner. However, Drover may seek to resolve the dispute and may require that either you or the Fleet Partner make further payment to the other, or that either party refund payments to the other that they have received from the relevant 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.
- 5.3 If you are dissatisfied in any way with your subscription, you may make a complaint to Drover at any time. Drover will deal with your complaint in a fair and timely manner. On occasion, Drover may appoint a third party to handle your complaint.
- 5.4 The provisions of this clause 10 will survive any termination of these Terms.

6. **Our liability to you under these Terms**

- 6.1 Drover shall not be liable for any failure of a Fleet Partner to perform his or her obligations in relation to any Subscription Agreement (including, for the avoidance of doubt any breakdown of any Vehicle, or any related costs, including but not limited to loss of income or loss of use, and whether directly or indirectly incurred by a Driver, Fleet Partner or any other party).
- 6.2 Drover is also not responsible for:
- 6.2.1 losses not caused by Drover's breach
 - 6.2.2 indirect losses (which means losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by the Drover and you at the time of entering into these Terms (such as loss of profits, income or loss of opportunity));
 - 6.2.3 failure to provide the Services where such failure is due to events beyond Drover's control (e.g. a network failure).
- 6.3 If you choose to use the Site and the Services you do so at your sole risk. You acknowledge and agree that Drover is not obliged to conduct background checks on any Fleet Partners and you are solely responsible for communications and interactions with other users of the Site or Services and with other persons with whom you communicate or interact as a result of using the Site and Services, including but not limited to any Fleet Partners. The Site and Services are provided "as is". Drover makes no promises that the Site or Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. Drover makes no promises regarding the quality of the Services or the accuracy, timeliness, completeness or reliability of any content obtained through the Site or Services. You understand that Drover does not make any attempt to verify the statements of users of the Site or Services.

6.4 **We accept liability for death or personal injury caused by our negligence. We also accept liability for fraud and fraudulent misrepresentation by us.**

6.5 **Other than our liability mentioned above, if we breach these Terms or are otherwise liable to you for any other type of claim we shall only be liable for a maximum amount of £10,000 in respect of all such losses, damages or claims.**

7. **Governing Law**

These Terms shall be governed by and construed in accordance with English law. Both you and we agree to submit to the non-exclusive jurisdiction of the English courts, which means (i) if you live in the EU you may enforce your rights in connection with these Terms in the EU member state in which you live; or (ii) if you live in any other jurisdiction which gives you mandatory consumer protection rights, you may enforce your rights in connection with the Terms in accordance with such rights.

8. **General**

8.1 Any notice or other communication given to you in connection with these Terms may be sent by email to the latest address maintained on the Drover Site or by post to such address as Drover holds for you.

8.2 Except as otherwise agreed in these Terms 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 these Terms.

8.3 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.

8.4 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 these Terms are breached.

8.5 These Terms are for the benefit of you, and no term of these Terms 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.

9. **DEFINITIONS**

“Booking Confirmation” a confirmation issued by Drover via the Site once a Driver has made a Booking

“Booking” a booking by a Driver to use a particular Vehicle under a Subscription Agreement for a specified period of time, submitted via the Site

“Joining Fee” a non-refundable membership fee payable by the Driver prior to their first Booking as set out on the Site

“Fleet Partner” a person or company who signs up to make a Vehicle available for subscription via the Site. Fleet Partner includes a legal or beneficial Fleet Partner of a Vehicle and an administrator of vehicles

“Subscription Agreement” a subscription agreement between a Driver and Fleet Partner where a Driver subscribes to a Fleet Partner’s Vehicle for a Subscription Period

“Subscription Period” the period of subscription under the relevant Subscription Agreement

“Subscription Price” the price for the Subscription as set out in the relevant Subscription Agreement;

“Vehicle” the car or van and all its documents (including the owner’s manual), tools, fittings, components, standard equipment (including jack, spare tyre, etc), whether mechanical or otherwise, the subject of a Booking.

Voucher Terms & Conditions

1. All discounts, vouchers or codes only apply to first bookings for new customers of Drover unless otherwise stated.
2. New customers are only permitted to use one discount voucher or code when placing their first booking only. Subsequent bookings will then not be eligible for any new customer discounts, vouchers or codes.
3. A new customer is defined as someone who registers, makes a vehicle booking and enters the discount or voucher code specified on the advert, coupon or leaflet, at checkout during their booking procedure.
4. A minimum spend or rental period may be applicable in the booking to validate and use any discount, voucher or code.
5. Unless otherwise stated, all discounts, vouchers or codes must be redeemed within one calendar month.
6. Only one discount, voucher or code can be redeemed per booking and each discount, voucher or code can only be used once per person.
7. All promotional validity dates are specified on the adverts, coupons or leaflets, please refer to the summary terms on these pieces of artwork for exact and further information specific to that promotion and its promotional period.
8. Any discounts, vouchers or codes cannot be used in conjunction with any other Drover offer.
9. Discounts, vouchers or codes cannot be exchanged for cash or any other alternatives and have no monetary value.
10. Cancelled bookings will invalidate the use of that code on an account. If this is a new customer discount or code, new customers will then not be eligible for any subsequent new customer discounts, vouchers or codes
11. All discounts, vouchers and codes can only be used on one booking, any remaining credit from that discount, voucher or code cannot be carried forward to any additional or subsequent bookings.
12. Discounts, vouchers or codes may be provided on a customer service basis and will be applied to the customer's account in the form of credit which has to be used in one booking.
13. Any attempt to manipulate the system and use of discounts, vouchers or codes by use of bulk entry via third parties or syndicates, macros, 'script', 'brute force', masking identity by manipulating IP addresses, using identities other than their own or any other automated means (including systems which can be programmed to enter), will render the booking and use of that discount, voucher or code invalid and may potentially lead to that account being closed down.
14. If for any reason a discount, voucher or code becomes invalid due to technical failures or any other causes beyond the control of the Drover, or a vehicle becomes unavailable, Drover reserves the right (subject to any written directions given under applicable law) to cancel, suspend or modify the campaign that is related to that discount, voucher or code and not re-issue any additional discounts, vouchers or codes to affected customers.
15. Drover reserves the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid redemptions including, without limitation, to require further verification as to the identity, age, and other relevant details of a customer.
16. By redeeming the discount, voucher or code, customers agree to release Drover from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the campaign or with the acceptance or possession of any booking (except for death or personal injury caused by the Promoter's negligence, for fraud, or otherwise as prohibited by law).
17. All vehicle listings and offers are subject to availability.
18. Normal Terms for Website Use and Applications and Drover's Short-Term Hire Terms and Long-Term Hire Terms apply – please see these for more information.
19. For information on how we store customer data, please visit joindrover.com/privacy for our privacy policy.