

## Vehicle Movement

## Term and Conditions of Use

*Version updated on 07 March 2022*

These general terms and conditions for using the Vehicle Movement service (hereafter referred to as the “Vehicle Movement T&C of Use”) on the DriveMe platform (hereafter referred to as the “Platform”) available at [www.driiveme.co.uk](http://www.driiveme.co.uk) or via the mobile app developed for this purpose govern any contractual relationship between:

- **The private limited share company DRIIVEME LTD**, whose registered office is at 38b Archer House, Vicarage Crescent, SW113LF, London, U.K whose Company Registration Number (CRN) is 11258738, represented by Mr. Trevor Lambert as Director, hereafter referred to as “DriveMe”,
- And on the other hand, any natural or legal person (hereafter referred to as the “User”), registered on the Platform for the purposes of:
  - o Proposing, on the Platform, an offer for the Lessor of vehicle(s) for a specific journey (hereinafter the “**Lessor Client(s)**” and the “**Lessor Offer**”);
  - o Booking, on the Platform, a vehicle, for its use and in a personal capacity (hereinafter the “**Lessee(s)**”);
  - o Proposing, on the Platform, to move one or more vehicle(s) to make a specific journey (hereinafter the “**Vehicle Movement Client(s)**” and the “**Vehicle Movement Job**”);
  - o Booking, on the Platform, the journey in order to carry out the delivery service on a professional basis (hereinafter the “**Driver(s)**”).

The Vehicle Movement Client can also benefit from a mixed formula allowing them to propose, on the Platform and/or on the App, first a Lessor Offer and, in the absence of a booking by a Lessee within a time limit set between DriveMe and the Client, a Vehicle Movement Job in order to have their vehicle moved from point A to point B by a Driver (hereinafter the “Mixed Offer”).

**The Lessor Client, the Vehicle Movement Client, the Lessee and the Driver are therefore Users and are subject to the stipulations of these Vehicle Movement T&C of Use.**

### **PREAMBLE: Aim of the Vehicle Movement T&C of Use – Lessor and Vehicle Movements**

The purpose of these Vehicle Movement T&C of Use is to define the conditions of use of the Platform published by DriveMe and therefore the entire relationship between DriveMe and the Users.

Whenever a User registers on the Platform, when a Lessor or Vehicle Movement Offer is posted online by a Lessor Client or a Vehicle Movement Client or when the said Offer is reserved by a Lessee or a Driver, the Users accept expressly and unequivocally these Vehicle Movement T&C of Use.

DriveMe reserves the right to amend these Vehicle Movement T&C of Use at any time and without notice.

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The applicable Vehicle Movement T&C of Use will be those in force on the date of use of the Platform by the User, posting of a Lessor or Vehicle Movement Offer online by the Lessor Client or the Vehicle Movement Client or booking of the said Offer by the Lessee or the Driver.

## **Article 1: About the Platform**

DriveMe operates the Platform, available at [www.driiveme.co.uk](http://www.driiveme.co.uk) or via the DriveMe mobile app, allowing:

- Clients, including natural and legal persons, professionals and private individuals, to post Lessor or Vehicle Movement Offers on the Platform or the App, where the Vehicle Movement service will be provided by a Lessee or a Driver in accordance with the terms and conditions stipulated in the Vehicle Movement T&C of Sale and these Vehicle Movement T&C of Use;
- Drivers, including professional natural and legal persons, to book a Vehicle Movement Offer online in order to move a vehicle as part of a Vehicle Movement service.

The Vehicle Movement Offers available to be booked are made available to all of the Drivers registered on the Platform.

They will be presented in the form of a list of results when a search is carried out on the Platform by ascending order of expiry date.

These Vehicle Movement Offers can also be submitted, if necessary, in any other form, including in particular within dynamic tables showing “Last-minute Vehicle Movement jobs”.

As a mere intermediary between Users, DriveMe is not party to the contractual relationship between the Users within the context of providing Vehicle Movement services.

## **Article 2: Access to the Platform**

The Platform is available 24 hours a day, 7 days a week, with exceptions, particularly in the event of maintenance work, force majeure, any malfunctions or any other event outside the control of DriveMe.

If the Platform stops working, DriveMe undertakes to do whatever it can, as quickly as possible, to carry out any repairs required, without, however, being bound by any obligation of result.

## **Article 3: Registration on the Platform**

Users must first register on the Platform if:

- As a Client they want to post a Vehicle Movement Offer online
- As a Driver they want to book a Vehicle Movement Offer to provide a professional Vehicle Movement service

To do this, Users are encouraged to create an account by providing all the required information: title, first name, surname, email address, password and date of birth.

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This information may be different for Clients and Drivers, and will include the Driver's postal address or registered office as well as an email address to manage the account and send invoices, and addresses for the Client's premises (branches, garages, dealers etc.).

Users will also be asked to upload certain documents to their Account such as a copy of an identity document for the Client and the Driver, as well as the driving licence, bank account details, third party insurance certificate for the Driver and any other document requested on the Platform when registering to create the Account.

Users will then be asked to accept the Vehicle Movement T&C of Use, and then confirm registration.

An email containing a hyperlink to validate the Account will then be sent to the User at the email address provided to confirm the new DriveMe account.

All Users undertake to make sure that the information provided during registration is accurate and to update it regularly to make sure it is always correct, as well as to provide all the proof required by DriveMe, as soon as they are requested to do so.

A User can only open one account on the Platform.

Users undertake to use their account on a personal, confidential and non-transferable basis.

DriveMe reserves the right to suspend or cancel, without notice or compensation, any Account that has been created using a false identity or for fraudulent purposes.

## **Article 4: Responsibility**

All information provided by Users on the Platform is the sole responsibility of its authors, even when DriveMe has carried out any kind of verification.

DriveMe merely provides its Users with an interface on which a Client who has posted a Vehicle Movement Offer can link up with a Driver who wants to provide a Vehicle Movement service that they have specifically chosen.

Users therefore recognise that DriveMe cannot be held responsible for any direct or indirect damage relating to the Vehicle Movement service as well as if all or part of the Platform is unavailable.

## **Article 5: Intellectual property**

All the elements of the Platform and the App (including in particular text, illustrations, descriptions, logos etc.) are and will remain the exclusive property of DriveMe.

Any use or reproduction, in full or in part, of these elements, by whatever process, unless agreed beforehand by DriveMe, is strictly prohibited and constitutes an infringement punishable by intellectual property law.

## **Article 6: Cookies**

Users should be aware that when they visit the website, the Platform and the App, cookies may be automatically saved on their device for a maximum period of thirteen months.

These cookies are files containing information about the use of the site, the Platform or the App by Users, which does not allow DriveMe to identify them but which is used to analyse the audience (number of visits, pages viewed etc.) or for advertising purposes.

Within this context, Users should be aware that they can object to these cookies being saved by configuring their navigator as explained on the ICO [Information Commissioner's Office – the UK data protection authority] website at: <https://ico.org.uk/>

## **Article 7 – Data confidentiality (collection, processing, storage, right to object and right to rectification)**

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

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

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

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

The use of geolocation data when preparing vehicle checks is based on the Driver's consent.

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

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

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

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

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

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

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

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

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

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

**7.4** DriiveMe undertakes to make sure that the personal data collected is stored securely and to maintain its confidentiality.

**7.5** Drivers undertake:

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

**7.6** The Driver and the Client are explicitly informed that they have the right of access to, rectification, deletion and portability of their personal data, and the right to object to the processing of their data, which has been collected and processed by DriiveMe by contacting the latter, in writing, by email to: [support@driiveme.co.uk](mailto:support@driiveme.co.uk) or by letter to DriiveMe's registered office.

## **Article 8: Personal data**

In accordance with UK Data Protection and Privacy Laws, as well as Regulation no. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and of the free movement of such data (the General Data Protection Regulation (GDPR)) in processing the personal data which the Client and the Driver have access to as part of the Vehicle Movement service and any consequences therefrom (fines etc), Users should be aware that their personal information is likely to be collected by DriiveMe and to be subject to automated processing, which the User accepts.

Users and DriiveMe undertake to comply with these legal provisions.

Since DriiveMe is particularly mindful of the processing of the personal data it collects, it undertakes never to pass it on to third parties without the User's express agreement.