

# General Terms and Conditions of DriveNow UK Limited (Company No. 9265833)

Last updated on 5th of February 2016

## 1. Subject Matter

These General Terms and Conditions shall apply to all rentals commencing in the UK of vehicles provided by DriveNow UK Limited (hereinafter referred to as „DriveNow“) to any Authorised Driver as hereinafter defined. By clicking to accept these Terms on the DriveNow Website, the Applicant agrees to these General Terms and Conditions and the related documents referred to herein.

## Definitions

Applicant	A person who wishes to be accepted by DriveNow as an Authorised Driver
Authorised Driver	A person eligible to make reservations and use a Vehicle under these Terms as defined by Clause 3
BMW iDrive	A control unit in the centre console of each Vehicle used to access and navigate the DriveNow Screen
Designated zone	The area shown on the DriveNow Screen (and on the DriveNow Website) to which Vehicles must be returned in accordance with and subject to Clause 13
DriveNow	DriveNow UK Limited (Company Registration number 9265833)
DriveNow ID	Used in combination with an application for mobile devices to gain entry to Vehicles
DriveNow Screen	A screen located with Vehicles allowing Authorised Drivers to access and input necessary information in relation to the use of the Vehicle
DriveNow Service Centre	A 24-hour service centre which may be contacted online or by telephone (including via the telephone function installed in each Vehicle).
DriveNow Website	uk.drive-now.com
PIN	Personal Identification Number supplied by DriveNow to the Authorised Driver
Rental Period	The period beginning with the confirmation of the booking in accordance with Clause 6.3, and ending with the proper return of the Vehicle in accordance with Clause 13 (subject to Clause 12.2)
Reserved Vehicle	A Vehicle reserved by an Authorised Driver in accordance with Clause 6.2
Vehicle	A vehicle provided by DriveNow for the use of Authorised Drivers in accordance with these Terms

## 2. Agreement

2.1 By clicking to accept these terms on the DriveNow Website, the Applicant agrees to these General Terms and Conditions and the related documents referred to herein.

2.2 An Authorised Driver is granted the possibility of renting Vehicles from DriveNow on the basis of these General Terms and Conditions as applicable from time to time (as displayed on the DriveNow Website). Unless otherwise agreed, when an individual rental contract is concluded the charges stated in the current price list at that time will apply. The current DriveNow pricelist is available on the DriveNow website

2.3 Neither DriveNow nor the Authorised Driver has a right to a minimum number of individual rental agreements that must be concluded.

2.4 The Applicant will pay a one-off registration fee once they are designated by DriveNow as an Authorised Driver, this fee will be charged as shown on the DriveNow website.

2.5 The Applicant's acceptance of these General Terms and Conditions (by clicking online) does not mean that DriveNow will designate the Applicant an Authorised Driver or provide the Applicant with a DriveNow ID. The Applicant will only be designated an Authorised Driver and provided with a DriveNow ID when DriveNow confirms that the Applicant's registration has been accepted.

2.6 The Applicant may only register with DriveNow to become an Authorised Driver if the Applicant:

- holds a current full and valid driving licence which is valid for the use of motor vehicles in the UK;
- has less than 7 points on their driving license (or the equivalent if the driving license is not a UK driving license);
- has not been convicted of any drink or drug driving offence at any time during the last 5 years;
- has not been convicted of driving without insurance at any time during the last 5 years;
- has had no more than 3 driving accidents (whether caused by the Applicant's fault or the fault of another person) during the last 5 years;
- has the financial means to pay the charges due under these General Terms and Conditions when due.

2.7 The Authorised Driver must immediately notify DriveNow in writing if they no longer fulfil the requirements set out in Clause 2.6.

## 3. Eligibility to Make Reservations and to Use Vehicles, Driving Licence

3.1 Only an Authorised Driver is eligible to make a reservation and to use Vehicles and for the purposes of these Terms an „Authorised Driver“ means a natural person, who

- has agreed to these General Terms and conditions in accordance with Clause 2 above.
- has attained the minimum age of 23 years,
- holds and is in possession of a current full and valid driving licence that is valid in the UK and which has been held for a minimum of 2 years without interruption.
- is in possession of a valid electronic access medium for gaining access to the Vehicle in the form of a DriveNow Customer ID or such other form of device or medium as might have been issued to him by DriveNow for the purposes of gaining such access including the provision of a unique membership number to be used in association with a dedicated application provided by DriveNow and installed on a mobile device in the possession of the Authorised Driver (“the DriveNow ID”).

3.2 By completing the DriveNow application process on the DriveNow Website, the Authorised Driver grants permission for DriveNow to contact:

- the UK Drivers and Vehicle Licensing Authority (DVLA) (or the equivalent body if the Authorised Driver's driving license is not a UK license)
  - insurance companies
  - credit reference agencies
- to request information regarding the Authorised Driver.

3.3 The Authorised Driver grants permission for DriveNow or its service providers to obtain information from the full electoral roll relating to the Authorised Driver in order to verify their identity and assess their eligibility for membership. The Authorised Driver acknowledges that this may leave a search footprint on the Authorised Driver's credit file which may be visible to lenders who undertake future credit checks, although it should not affect the Authorised Driver's credit score.

## 4. Procedure for Gaining Access

4.1 Before starting any journey, the Authorised Driver shall use the DriveNow ID in accordance with the instructions provided by DriveNow, via the DriveNow website to gain access to the Vehicle at which thereafter the Authorised Person shall be permitted to use the Vehicle in accordance with these Terms but shall not allow any other persons to drive the Vehicle.

4.2 The Authorised Driver must immediately report to DriveNow any revocation, withdrawal or restriction or suspension of his driving licence; any disqualification from driving or any other circumstances which prevent or restrict his lawful use of the Vehicle. The Authorised Driver's right to use Vehicles under any agreement with DriveNow shall immediately cease in the event that his driving licence is revoked or withdrawn or suspended or restricted or the Authorised Driver is disqualified from holding or obtaining a driving licence. In the event of any contravention of this part of these Terms the Authorised Driver shall become liable to pay a charge of £750 per journey. This shall be without prejudice to the right to claim further damages. Any charge incurred shall be offset against any claim for damages.

## 5. Electronic Car Keys

5.1 Every Authorised Driver shall in addition to the DriveNow ID select a personal identification number (“PIN”), which together with the DriveNow ID shall operate as an electronic car key for starting the Vehicle. Every means of access provided to the Authorised Driver shall remain the property of DriveNow. The DriveNow ID and the PIN are personal to the Authorised Driver and may not be passed on to anyone else. Any loss, damage to or destruction of the DriveNow ID must be immediately reported to DriveNow. In the event of the loss or unauthorised use of the DriveNow ID or PIN the Authorised Driver's right to use any Vehicles shall immediately cease. In the event that the DriveNow ID or PIN has to be reissued to the Authorised Driver a charge in accordance with the applicable current price list shall be levied. The Authorised Driver undertakes to keep the DriveNow ID at all times safe and secure. The Authorised Driver warrants that the written notification of the PIN provided by DriveNow shall be memorised and destroyed after receipt and that under no circumstances will he allow the PIN or any record of such PIN to be kept in the vicinity of the DriveNow ID. The Authorised Driver must ensure that that the PIN remains secret and confidential to him alone and without prejudice to the generality of the foregoing shall not allow the PIN to be visible or accessible in any unattended Vehicle or note the PIN on his driving licence or any other document associated with his use of the Vehicle. The Authorised Driver shall immediately report to DriveNow any event whereby he has lost or parted with possession of the DriveNow ID or the PIN or other circumstances whereby the confidentiality of the PIN has been in any manner compromised. In the event of any breach of this part of these Terms the Authorised Driver shall be responsible for and shall indemnify DriveNow against all losses, including consequential losses, fines and/or penalties which DriveNow might suffer or incur arising from the theft, loss, use or damage of the Vehicle arising from such breach.

5.2 The Authorised Driver can apply to have the PIN blocked by notifying DriveNow by e-mail or by telephone to any of the following contact details:

Address: 1 Brewery Street, Islington, London, N7 9QJ

Email: [service@drive-now.co.uk](mailto:service@drive-now.co.uk)

Phone: +44 (0) 1246 506 269

In the event that DriveNow receives the notice outside of its normal business hours (which are Mondays to Fridays from 9am to 6pm, except for statutory public holidays) such notification would not be acted upon until after the commencement of the next working day following such receipt.

## 6. Reservations – The Formation of Individual Agreements

6.1 Authorised Drivers are entitled to rent DriveNow vehicles without a prior reservation provided that the display on the Vehicle's DriveNow ID reader mounted on its windscreen is illuminated and shows green.

6.2 Alternatively, the Authorised Driver may subject to availability reserve a Vehicle ("the Reserved Vehicle") by contacting DriveNow's Service Centre either by means of an online or telephone communication. If the Authorised Driver does not use the Reserved Vehicle within 15 minutes following confirmation of the reservation the Reserved Vehicle shall be released again for use by other customers. It is possible to reserve a Reserved Vehicle for longer than 15 minutes in return for a charge in accordance with the price list applicable at the time the reservation is made. DriveNow is entitled to refuse any reservation request if it considers there are insufficient DriveNow Vehicles available for fulfilling other reservation requests. The Authorised Driver can cancel any reservation free of charge or change the reservation for another Vehicle at any time within the initial 15 minutes reservation period.

6.3 Each Vehicle is equipped with an on-board computer and display screen ("the DriveNow Screen") and several menus can be accessed by touch screen or using the control unit in the centre console of the Vehicle, where fitted ("BMW iDrive"). The individual rental agreement between the Authorised Driver and DriveNow shall be formed and commence when the Authorised Driver confirms the booking on the Vehicle's DriveNow Screen whereupon the period of chargeable use of the Vehicle shall commence ("the Rental Period"). The Rental Period in respect of any individual rental agreement shall not exceed 48 hours.

## 7. Checking the Vehicle before Starting a Journey

7.1 Before commencing any journey the Authorised Driver shall thoroughly check that the vehicle is clean and free from any defect or damage, which is not identified in the damage menu of the DriveNow Display Screen during the registration process. The Authorised Driver must report to DriveNow any defects and damage which are apparent to the Authorised Driver and are not identified in the damage menu of DriveNow Display Screen during the registration process by calling the DriveNow Service Centre using the installed telephone function in the Vehicle (all calls made via the telephone function to the Service Centre are free of charge). The Service Centre will inform the Authorised Driver whether or not the journey may be commenced notwithstanding the reported damage. It is imperative that any new damage be reported by the Authorised Driver before any attempt is made to start the engine. This is important so that such damage can be attributed to the person responsible otherwise the inference will be that the Authorised Driver was the person responsible for the damage.

7.2 No contracts for the repair or the towing of the Vehicle shall be entered into without the prior consent of DriveNow.

7.3 When the damage menu is engaged and displayed on the DriveNow Screen a warning shall appear drawing the Authorised Driver's attention to the importance of checking the Vehicle for new damage and entering details of any such damage on the damage menu of the DriveNow Screen. If the Authorised Driver does not report any new damage before starting the engine the Vehicle shall be deemed to be in visually and mechanically sound condition, and to be free from defect or damage (apart from any damage which was disclosed in the damage menu prior to the commencement of any journey or rental period).

## 8. Care of the Vehicle

8.1 The Authorised Driver must at all times exercise reasonable care and skill in his use of the Vehicle and operate the Vehicle in accordance with the operating manual, the driver's handbook, the vehicle documentation and the manufacturer's specifications. Before commencing any journey, the Authorised Driver must first satisfy himself that the Vehicle is roadworthy and shall pay particular regard to the state and condition of the tyres by conducting an inspection of the same. Whenever parking the Vehicle the Authorised Driver must secure it against the risk of theft and ensure before leaving the Vehicle that all the windows, doors and any sunroof or collapsible roof and fuel caps are locked and secured. The Authorised Driver shall comply with the Road Traffic Act 1988 and The Highway Code and all applicable statutory rules and regulations relating to the use of vehicles on public roads. The Authorised Driver shall use the Vehicle reasonably, considerately, responsibly and with courtesy shown to pedestrians and other road users. The Authorised Driver shall drive in a safe and fuel-efficient manner, in the interests of the general public and the environment.

8.2 The Authorised Driver shall not under any circumstances use the Vehicle:

- for motor sport; speed trials or racing of any kind,
- for vehicle tests, driver training or off-road driving,
- for carrying passengers for reward or as a taxi or otherwise driving people for commercial purposes,
- for renting out to any sub lessees,
- for committing criminal or immoral acts,
- for carrying dangerous, flammable, toxic or other hazardous substances,
- for transporting objects, which due to their form, size or weight might impair safe driving or may cause damage to any part of the Vehicle or any other property,
- for towing trailers, vehicles or other objects,
- for transporting animals unless they are in a closed cage which is safely and lawfully stored in the boot of the Vehicle.

8.3 The Authorised Driver must not:

- drive or otherwise take the Vehicle or allow the same to be taken outside main-

land Great Britain,

- drive the Vehicle under the influence of any alcohol, drugs or medications, above the limits prescribed by law or which could otherwise impair the driver's fitness to drive,

- allow infants and small children to be carried without complying with all applicable laws and using such baby car cot, child car seat, or booster seat as might be required for the safety of such child and in compliance with all of the manufacturer's instructions and advice for the fitting and dismantling of such child restraint systems,

- soil or damage or deface the Vehicle or leave rubbish or debris of any kind in the Vehicle,

- smoke or allow passengers to smoke in the Vehicle,

- remove any items or equipment attached to the Vehicle other than the personal property of the Authorised Driver or his passengers or dismantle or tamper with the Vehicle,

- overload the Vehicle or carry more passengers than the Vehicle is designed to carry,

- use the fuel card/re-charging card to refuel/recharge any other vehicle,

- use the vehicle to carry any object which is:

- likely to cause injury or offence to the Authorised Driver, a passenger of any other person,
- likely to cause damage to the Vehicle or any other property,
- likely to adversely affect the safe operation or roadworthiness of the Vehicle,
- prohibited by law,

- dismantle and/or tamper with the Vehicle in any way (or attempt so to do);

- carry out or allow to be carried out any repairs or modifications to the Vehicle.

8.4 The Authorised Driver shall ensure any passenger whom he carries in the Vehicle complies with the obligations set out in this part of these Terms. In the event of any breach of this part of these Terms DriveNow shall be entitled to terminate the rental agreement without notice to the Authorised Driver and/or to rescind the rental agreement in either case without DriveNow incurring any liability for such termination or rescission. Any such termination or rescission shall be without prejudice to any claim for damages or other rights of action which would be available to DriveNow.

8.5 DriveNow shall be entitled to make contact with the Vehicle by means of its installed telephone facility if the Service Centre become concerned that there are any problems with the rental or usage process (e.g. the driver opens the vehicle but does not begin the rental within 20 minutes of gaining access to the Vehicle or if the Vehicle is not properly locked and secured following confirmation that the booking period has ended).

## 9. Fuelling and Fuel Card

9.1 If, during the journey or at the end of your journey, the fuel level/charge capacity falls to below 25% of the total capacity, the Authorised Driver must re-fuel/re-charge the Vehicle. The Authorised driver should:

- Use the fuel card/recharging card located within the Vehicle (using the PIN which may be accessed on the DriveNow Screen) if the petrol station/re-charging station is a designated station (a list of designated stations can be found on the DriveNow Screen and DriveNow Website), or

- At all other petrol stations/re-charging stations, pay the cost of the fuel/re-charging. DriveNow shall reimburse the Authorised Driver in full on presentation of the receipt for the purchase.

9.2 The Authorised Driver undertakes to use the fuel card/re-charging card and re-charging cable respectively solely for re-fuelling/re-charging the Vehicle. The Authorised Driver shall be liable to pay a charge of £500 for every breach of this clause. This shall be without prejudice to the right to claim further damages. Any charge incurred shall be offset against any claim for damages.

## 10. DriveNow's Liability

10.1 Nothing in these Terms shall exclude or restrict the liability of DriveNow for:

- death or personal injury caused by its negligence; or
- fraud;
- fraudulent misrepresentation; or
- any matter for which it would be illegal to exclude or attempt to exclude liability.

10.2 DriveNow is only liable to the Authorised Driver for losses sustained as a direct result of its breach of these Terms and which are reasonable foreseeable. DriveNow is not liable for any other losses.

10.3 DriveNow is not liable for business losses the Authorised Driver may incur, including but not limited to lost profits.

10.4 DriveNow is not liable for any failure to comply with these Terms which arises for reasons beyond its control.

## 11. The Authorised Driver's Liability, Insurance Protection and the Authorised Driver's Excess

11.1 All Vehicles are covered by third-party liability insurance and comprehensive vehicle damage insurance.

11.2 The Authorised Driver will be covered by DriveNow's insurance for up to £20,000,000 in respect of third party property damage and for all third party bodily injury in respect of their use of a Vehicle but only if the Authorised Driver complies with their obligations set out in these Terms.

11.3 If the Authorised Driver complies with their obligations set out in these Terms, the Authorised Driver will be covered by DriveNow's insurance if they damage a Vehicle, its accessories or any part thereof.

11.4 In respect of any claim made against DriveNow's insurance (whether by the Authorised Driver or otherwise) arising from the Authorised Driver's use of a Vehicle, the Authorised Driver must pay the policy excess of £750, subject to Clause 11.5.

11.5 The Authorised Driver may reduce the excess payable (as referred to in Clau-

se 11.4) by purchasing a protection package at the point of commencing the rental period via the DriveNow Screen. The cost of the protection package is £1.99 per rental period.

11.6 Subject to the above, the Authorised Driver is liable for any loss of or damage caused to the Vehicle, any accessories or individual car parts, and any related ancillary expenses (including, but not limited to, the cost of assessors, towing costs, depreciation, loss of no-claims bonus, and loss of rental income).

11.7 The Authorised Driver is liable to pay any penalties imposed in respect of parking or driving offences (including those relating to congestion charges, clamping/towing charges, storage charges etc.) arising from their use of the Vehicle. In the event that DriveNow processes notices of any fixed penalty offences, DriveNow will charge the Authorised Driver a processing fee for each processed notice. The processing fee is set out in the current price list.

11.8 The Authorised Driver is not covered by DriveNow's insurance for any travel costs which DriveNow might incur when a Vehicle is transported back to the designated zone in the event of an accident which occurs outside of the designated zone (regardless of whether or not the Authorised Driver is at fault for the same).

## 12. Duties in the event of Accidents, Damage, Defects, or Thefts

12.1 In the event of an accident involving the Vehicle, or if any damage or injury is caused to any person or property arising from the use of the Vehicle, the Authorised Driver must:

- If applicable, stop driving the Vehicle as soon as it is safe to do so;
- As soon as practicable contact DriveNow Customer Service by telephone:
  - To notify DriveNow of the accident/damage/injury;
  - For instructions as to who to contact in respect of any claim against DriveNow;
  - And co-operate fully by providing all necessary information requested by DriveNow;
- Report the accident/damage/injury to the police, irrespective of whether the same was the fault of the Authorised Driver;
- Stay at the scene of the accident/damage/injury, unless required to leave by law, until:
  - The police have been informed;
  - Any necessary steps have been taken to secure evidence and minimise damage, in consultation with DriveNow; and
  - The Vehicle has been taken away by a vehicle recovery company or, in consultation with DriveNow, safely parked or driven away by the Authorised Driver;
- Not make any admissions of liability to any other party involved;
- Obtain the names, addresses and other contact details from all persons involved, including any witnesses;
- Complete and return by post within 7 days of the accident the damage report form sent by DriveNow.

12.2 In the event of an accident, the rental agreement shall not terminate until the Vehicle has been properly returned in accordance with Clause 13. However, if the Vehicle is no longer operational or roadworthy because of an accident, the rental agreement shall terminate by agreement with DriveNow upon the Vehicle being handed over to the vehicle recovery company.

12.3 In the event of DriveNow's insurance company not settling (or in any way dealing with) any claim as a result of the Authorised Driver not returning the damage report form in accordance with Clause 12.1(f), the Authorised Driver will be liable for any and all costs incurred by DriveNow as a result of the accident.

12.4 Save where the Authorised Driver is covered by DriveNow's insurance under Clause 11, the Authorised Driver is liable to pay to DriveNow the following charges (in accordance, where relevant, with the current price list) arising from any accident or incident for which they are at fault:

- Any loss of or damage to the Vehicle, its accessories or any other property.
- Any loss of income incurred by DriveNow due to its inability to rent the Vehicle due to damage or otherwise. This loss will be calculated by reference to the published hourly or daily rate for the Vehicle, subject to a maximum period of 30 days.
- Any charges levied by any Crown body (such as Her Majesty's Customs and Excise) where the Vehicle is seized by them.
- Any and all penalty charges arising from the use of the Vehicle, including (but not limited to) congestion charges, parking offence charges, road traffic offences, clamping/towing charges and storage charges.
- VAT and any other relevant taxes on the aforementioned items.
- Interest on the said charges, payable at a rate of 4% above the base lending rate of Bank of England.

12.5 DriveNow shall have the exclusive right to select the repair garage.

12.6 Any compensation payments received by the Authorised Driver (save in respect of any personal losses sustained by the Authorised Driver) must be paid to DriveNow immediately upon receipt.

## 13. End of the Individual Rental Agreement and Return of the Vehicle

13.1 The individual rental agreement shall cease automatically when the Authorised Driver:

- Properly returns the vehicle:
  - to any lawful parking space in a public area within the DriveNow designated zone regardless of whether the said parking space is subject to a parking charge (the boundaries of the designated zone may be found on the DriveNow Screen or on the DriveNow website [www.uk.drive-now.com](http://www.uk.drive-now.com)); or
  - to any private premises which are expressly designated as DriveNow parking spaces;
- Holds the DriveNow ID or other electronic access medium over the DriveNow reader, causing the light to turn from red to green; and
- Ensures that the Vehicle is parked such that it can be accessed at any time by other DriveNow customers.

13.2 The Authorised Driver may park the Vehicle in areas where the right to park is restricted in terms of day or time (e.g. no-stopping signs with additional signs such

as „07:00 - 17:00“ or „Mondays 06:00 until 12:00“), or where a prospective parking ban is to come into force, only if the parking restriction does not take effect until 48 hours after parking the vehicle. The Authorised Driver shall be liable for any parking charges, fines or other costs incurred in the event of a breach of this clause. The Authorised Driver shall also pay the charges in accordance with the current scale if the Vehicle must be re-parked by DriveNow, or if a third party is contracted to tow away the Vehicle.

13.3 If termination of the rental fails because no mobile telephone connection is possible the Authorised Driver must re-park the Vehicle and try again to terminate the rental. If the Authorised Driver leaves the Vehicle without having properly terminated the rental, the rental agreement shall continue to run and the usage fee shall continue to be charged. If termination of the rental fails for technical reasons, the Authorised Driver must immediately report this to the DriveNow Service Centre in order to agree on how to proceed. If the Authorised Driver is not responsible for the inability to terminate the rental, any additional rental costs incurred shall be reimbursed.

13.4 If, according to the information in the DriveNow Screen menu, the Vehicle can be returned outside the designated zone the rental agreement shall terminate when the Authorised Driver has properly parked the Vehicle in a permitted parking space, which is free of charge, and the Authorised Driver has informed DriveNow of the location of the Vehicle. In such cases the Authorised Driver shall pay DriveNow a flat-rate out-of-zone charge, the amount of which shall be indicated to the Authorised Driver in the DriveNow Screen when he returns the Vehicle outside the designated zone.

13.5 When the rental is terminated the Vehicle must still have a remaining range of at least 15 Miles. The remaining range can be ascertained via the DriveNow Screen. In the event of any breach of this obligation by the Authorised Driver, the Authorised Driver shall pay any additional costs (including any repair costs) incurred for taking the Vehicle to be re-fuelled or re-charged.

13.6 A Vehicle is only properly returned (or properly parked) if:

- The interior of the Vehicle is left in a clean condition. In the event that the Vehicle is returned in an unclean condition (including rubbish or other debris remaining in the Vehicle) the Authorised Driver will be liable for the costs of cleaning the Vehicle in accordance with the price list applicable at the time of the rental unless:
  - The Authorised Driver proves that DriveNow incurred a lesser cost than that shown in the price list – in which event the Authorised Driver shall pay the lesser cost; or
  - DriveNow proves that it incurred a greater cost than that shown in the price list – in which event the Authorised Driver shall pay the greater cost.
- The Vehicle must be properly secured against theft (including the application of any handbrake or parking brake) and locked using the electronic access medium on the DriveNow reader in the Vehicle's windscreen. In particular the doors, windows and sunroof must be closed and locked, the steering-column lock must be set and the lights switched off. If the Vehicle is a convertible, the roof must be fully closed and secured.
- The Vehicle must be returned with all of the documentation provided.
- All of the equipment and accessories supplied with the Vehicle must remain in the Vehicle.

13.7 In the event of a dispute between DriveNow and the Authorised Driver relating to the condition of the Vehicle including any existing damage, defects and the assessment thereof, DriveNow shall instruct an independent firm of assessors to determine the condition of the vehicle and any loss in value. The assessment shall be binding on both parties to the agreement as an adjudicator's award. The parties shall bear the costs of the said assessment in the proportion determined by the assessors. The assessment is without prejudice to any right of action in the courts of England and Wales.

## 14. Charges, Payment Terms

14.1 DriveNow shall invoice the Authorised Driver for his use of the Vehicle in accordance with the price list as applicable from time to time for individual rentals and notified to the Authorised Driver. The current price list can be found at [www.uk.drive-now.com](http://www.uk.drive-now.com). DriveNow shall be entitled to change the price list for future rentals at any time. The rental price inclusive of VAT shall be due for payment at the end of the agreed rental term. Payments shall be effected according to the payment method chosen by the Authorised Driver. The invoice shall be sent automatically by e-mail to the Authorised Driver no later than 10 days following end of the individual rental agreement.

14.2 DriveNow will provide an invoice to the Authorised Driver following the conclusion of the rental period by email (to the email address provided by the Authorised Driver). Alternatively, DriveNow will provide (by email) a link allowing the Authorised Driver to access the invoice. The Authorised Driver must immediately notify DriveNow if an invoice is not received, or if the same cannot be accessed.

14.3 When payment is made by credit card the Authorised Driver is obliged to provide security (a deposit) for the fulfilment of his obligations when the rental period commences. DriveNow is not obliged to invest the security separately from its assets. The security shall not bear interest. The Lessor can enforce its right to payment of security even a considerable time after commencement of the rental agreement. Unless otherwise agreed, the rental charge, all other agreed charges and the security (deposit) shall be charged to the Authorised Driver's credit card. Instead of debiting the Authorised Driver's credit card, DriveNow can, by making a so-called merchant request in its favour, have a sum in the amount of the deposit frozen under the credit facility granted to the Authorised Driver by his credit card institution for his credit card.

14.4 When paying by Direct Debit the Authorised Driver must ensure upon receipt of the invoice that the bank account to which the Direct Debt relates has sufficient funds for payment of the invoiced amount to be taken.

14.5 The Authorised Driver shall be liable for any processing/administrative costs arising from any late payment of the above charges, without prejudice to the right to

claim any further damages due to late performance.

14.6 The Authorised Driver authorises DriveNow to charge the payment account (credit card, debit card or current account) stated at the time of the first rental for all later rentals as well as any other charges which the Authorised Driver owes under or in connection with the rental (such as, for example, the registration fee, flat-rate charges for expenses in the case of any violation of any traffic regulations, toll offences, contractual penalties, etc.).

14.7 When payment is made by credit or debit card, the Authorised Driver must only use his own card or, where a business credit or debit card is used, a card that he has permission and authority to use.

#### 15. Electric Vehicles

15.1 For those Vehicles which are electrically powered, a re-charging cable is stored in the Vehicle's boot. Before commencing their journey, the Authorised Driver must ensure that the re-charging cable is present. In the event that the re-charging cable is missing, the Authorised Driver must report this to the DriveNow Service Centre as new damage using the installed telephone function (see Clause 7).

15.2 In the event of an accident, the Authorised Driver must advise any attending emergency services that the Vehicle is an electric vehicle.

15.3 Electric Vehicles do not produce any engine or other operating noise. The Authorised Driver must therefore be particularly aware of pedestrians and other road users who may be unaware of the presence of the Vehicle.

#### 16. The Deployment of Technicians

If, due to the improper operation of the Vehicle (or any component thereof) by the Authorised Driver, DriveNow causes the deployment and/or attendance of a technician, the Authorised Driver shall pay to DriveNow the cost of the same in accordance with the specified price list as shown on the DriveNow website, unless:

- The Authorised Driver proves that DriveNow incurred a lesser cost than that shown in the price list – in which event the Authorised Driver shall pay the lesser cost; or
- DriveNow proves that it incurred a greater cost than that shown in the price list – in which event the Authorised Driver shall pay the greater cost.

The limitation of the Authorised Driver's liability to the amount of the excess in Clause 11 shall not apply in the event of any operating error by the Authorised Driver.

#### 17. Set-off; Right of Retention

17.1 The Authorised Driver shall have a right of set-off only if their counterclaims have become final and absolute or are undisputed by DriveNow or have been expressly acknowledged by DriveNow. Furthermore, the Authorised Driver has a right of retention only if and to the extent that any counterclaim is based on the same contractual relationship.

17.2 If the Authorised Driver is in arrears with any payment obligations owed to DriveNow, all existing debts shall become due immediately.

#### 18. Amendments to these General Terms and Conditions

DriveNow shall be entitled to change the General Terms and Conditions for future individual rental agreements. The Authorised Driver shall be notified in writing, by e-mail or by any other appropriate method of any such changes. The changes shall be deemed to have been approved and to be binding when they enter into force for an existing contractual relationship if the Authorised Driver does not raise an objection thereto either in writing or by e-mail. DriveNow shall notify the Authorised Driver of this consequence in the notice of changes. The Authorised Driver's objection must be sent to DriveNow within one month following notification of the changes.

#### 19. Term of the Framework Agreement, Termination, Block

The agreement between the Authorised Driver and DriveNow in accordance with Clause 2 above shall continue for an indefinite period of time and can be terminated by either party giving not less than 6 weeks' notice in writing expiring to the end of any quarter. The right of the contracting parties to terminate the agreement, by reason of a repudiatory breach of contract or otherwise in accordance with the Terms, shall remain unaffected. The electronic access medium shall be blocked upon termination of the agreement. In the event of any breach of contract by the Authorised Driver DriveNow can immediately temporarily suspend the Authorised Driver from using the Vehicles and block the electronic access medium. The Authorised Driver shall be notified of the suspension without undue delay.

#### 20. Authorised Driver's Duty to Provide Information

20.1 The Authorised Driver must immediately notify DriveNow of any:

- Change of address, email address, contact telephone number;
- Change of payment details (credit card, debit card or bank account);
- Restriction or suspension of his entitlement to drive a motor vehicle.

20.2 The Authorised Driver must ensure that they keep their personal details up to date on the DriveNow Website. These details include the Authorised Driver's:

- Full name;
- Date of birth;
- Permanent address
- Address at the time of hiring a Vehicle under these Terms (if different from the permanent address);
- Email address;
- Contact telephone number (including a mobile telephone number);
- Bank account details;
- Driving license details, including:
  - The country of issue (if not the UK)
  - Driving license number;
  - Date of issue;
  - Date of expiry.

20.3 In the event that the Authorised Driver fails to keep their personal details up

to date, DriveNow may temporarily suspend the Authorised Driver's DriveNow ID (and thereby their ability to hire and use Vehicles) until such time as the Authorised Driver corrects their personal details on the DriveNow Website.

20.4 The Authorised Driver must immediately inform DriveNow if they lose, damage or deface their driving license, or if the same expires or is suspended. In such instances, DriveNow may temporarily suspend the Authorised Driver's DriveNow ID (and thereby their ability to hire and use Vehicles) until such time as the Authorised Driver revalidates their membership with the DriveNow Service Centre.

20.5 The Authorised Driver shall be liable to DriveNow for any damage or consequential loss arising from the breach of this clause.

#### 21. Data Protection Notice

21.1 DriveNow is entitled to collect, process and use the personal data provided by the Authorised Driver including the customer-related utilisation and vehicle data (including data used to locate the Vehicle) to the extent necessary for the purposes of performing the DriveNow Framework Agreement and the individual rental contract. The locations of departure and destination, the start and finish times and the duration of the use of the individual rentals are recorded and set out in the invoice.

21.2 DriveNow uses Google Maps applications to locate its Vehicles. The use of Google Maps allows DriveNow to ascertain the current location of the Vehicles at any given time and to show the Authorised Driver the location of the nearest available Vehicle. In addition, Google Maps is used to record the places of departure and destination, the start and finish times and the duration of the use. This information is not passed on to Google and all location data transferred to Google is transferred in anonymous form

21.3 The Vehicles to be rented are deployed using floating car data (FCD) as a „mobile traffic reporter“. The Vehicle's individual position and sensor data during the journey are transmitted anonymously together with the current times to the BMW ConnectedDrive service centre and to a traffic service provider. The traffic information service including the FCD can be deactivated by DriveNow upon request.

#### 22. General Provisions, Choice of Law and Jurisdiction

22.1 These Terms, and any dispute or claim arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22.2 The courts of England and Wales shall have exclusive jurisdiction in respect of any claims arising out of or in connection with these Terms (including any dispute regarding the existence, validity or termination of the same).

22.3 These Terms supersede all prior agreements with respect to their subject matter and constitute a complete and exclusive statement of the terms of the agreement between the parties with respect to their subject matter. Neither party has relied upon any statement or representation made by the other in agreeing to these Terms.

22.4 If any provision of these Terms is found to be illegal, invalid or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of these Terms shall remain operative and binding. The contract language is English.