

GOTMOVES – TERMS AND CONDITIONS

VERSION UPDATED 16/12/2024

PARTIES

- (1) **Evia Tech Limited**, a company incorporated in England and Wales under number 15471343 whose registered office is at 86-90 Paul Street, London, EC2A 4NE, England (**Company**); and
- (2) **Driver**, meaning any natural or legal person who is registered and approved on the GotMoves platform and provides Movement Jobs to Clients after accepting a Vehicle Movement Schedule issued by the Company.

each of the Company and the Driver being a **party** and together the Company and the Driver are the **parties**.

BACKGROUND

- A The Company operates a business providing access to flexible driving opportunities for self-employed Driver, offering a platform through which Driver can accept assignments for the movement of vehicles or similar services.
- B The Driver wishes to collaborate with the Company to access such driving assignments, acting as an independent contractor and not an employee of the Company.
- C The Parties have agreed to enter into this Agreement to set out the terms and conditions governing their collaboration.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1 Definition and interpretation

1.1 In this Agreement:

Accident Report Form	means a document used to record the details of an accident, including the circumstances, parties involved, damages, and any injuries sustained. It must be completed as an agreed statement of facts between the parties and include supporting evidence, such as photographs or scanned documents;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Commencement Date	means the date of this Agreement;
Client	means a natural or legal person who engages the Company to arrange professional vehicle movement services;
Confidential Information	has the meaning given in clause 11;

Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure. Lack of resources or personnel shall not constitute Force Majeure;
Good Industry Practice	in relation to the services provided by the Driver to complete the Vehicle Movement Job, means the exercise of that degree of care, professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or Driver engaged in the same type of activity under the same or similar circumstances;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to inventions, rights to sue for passing off, domain names, and all other intellectual property rights and similar rights, and in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;
Receiving Party	has the meaning given in clause 13.1;
Representatives	has the meaning given in clause 13.2.1;
Term	has the meaning given in clause 2; and
VAT	means value added tax as defined in the Value Added Tax Act 1994 and any similar applicable tax.
Vehicle Movement Job	means the task assigned to a Driver by the Company, initiated when the Driver accepts work for a specific day. The Vehicle Movement Job involves the transportation of a vehicle as assigned by the Company, including vehicle specifications, pick-up and delivery locations, and timeframes. The job begins once the Driver agrees to undertake the assigned task, and it is completed upon the delivery of the vehicle to the designated location.

Vehicle Movement Schedule

means the schedule provided to the Driver by the Company, detailing the transportation tasks assigned for the day. This schedule typically includes information about one or more Vehicle Movement Jobs, such as vehicle specifications (e.g., registration number, model, and fuel type), pick-up and delivery locations, and timeframes. The Driver is expected to complete the tasks outlined in the schedule as per the assigned details.

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.4 words in the singular include the plural and vice versa;
- 1.2.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and

2 Term

This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with its terms (the **Term**).

3 Services

- 3.1 The Company provides the platform and app (the **Platform** and the **App**, respectively), designed to organise and schedule the connection between Driver and Clients for the professional movement of vehicles (the **Services**). Drivers select the days they are available to work, and the Company provides a Vehicle Movement Schedule detailing the Vehicle Movement Jobs assigned for the selected day with relevant specifications such as vehicle details, pick-up and delivery locations, and timeframes.
- 3.2 The Company's role includes facilitating the relationship between Clients and Drivers and assigning Vehicle Movement Jobs to Drivers. The Company determines which Driver will carry out each Vehicle Movement Job and provides a Vehicle Movement Schedule, including time windows within which the tasks must be completed. However, the Company does not directly participate in the physical execution of the Vehicle Movement Jobs.
- 3.3 The Company enables both Clients and Driver to create and manage their respective accounts on the Platform and/or App. The Platform and/or App tracks the history of Vehicle

Movement Jobs posted by the Company and completed by Driver, including the status of invoices and payments.

4 Driver access, job engagement, and completion

- 4.1 The provisions of this clause 4 apply without prejudice to the other provisions of this Agreement and do not limit or affect the rights and obligations of the Company or the Driver under any other part of this Agreement.
- 4.2 To access the Platform and/or App and accept Vehicle Movement Schedules Driver must sign an agreement with the Company. The agreement with the Company grants the Driver access to the Platform and/or App and enables them to create and activate their account. Upon successful registration, approval, and account activation, the Driver will be able to view available Vehicle Movement Jobs.
- 4.3 After registration, the Driver can log in to their account (via the Platform and/or App) to view the Vehicle Movement Schedules posted by the Company. By selecting a Vehicle Movement Schedules, the Driver agrees to perform the Vehicle Movement Job in accordance with the terms specified therein, as well as the additional conditions outlined therein, the Agreement with the Company, and the applicable laws and regulations.
- 4.4 In the event of an at-fault accident or damage, the Driver is liable for the damage excess as outlined in Schedule 1. In an accident the Driver must inform the Company as soon as possible and within 12 hours, by telephone on **03300436335** or by sending an email to **hello@gotmoves.co.uk** with the following details and information: Vehicle Movement Job number, vehicle registration number, brand and model of the vehicle concerned, information about the accident (date, time, place, description of damage to the vehicle, any other damage/injury (physical injury to the Driver, physical injury to the passenger(s) of other vehicles involved etc.), the completed agreed statement of facts (a photograph or via any App that lets you scan a document), photos of any damage to the vehicle involved in the accident (whether or not it is the vehicle being moved).
- 4.5 As soon as the vehicle is picked up at the departure point (point A), the Driver undertakes, for each Vehicle Movement Job, to put the App into operation for guidance and estimation of travel time. The Driver is informed that the App also allows the geolocation of the vehicle moved. The App concerned and the geolocation must be enabled throughout the duration of the Vehicle Movement Job. During the Movement, the Driver accepts geolocation allowing Company to follow and ensure the proper execution of said movement but also to meet security requirements. The deletion or suspension of geolocation is prohibited for the duration of the Movements and non-compliance will result in penalties as stipulated by Company.
- 4.6 In order to close a Vehicle Movement Job, the Driver must:
- 4.6.1 complete the electronic vehicle checks on the Platform and/or App, which include taking pictures of the car, filling out a form, and ensuring all details are correct, along with obtaining the customer's signature at both the pick-up and delivery locations;
- 4.6.2 validate the completed electronic vehicle checks reports on the Platform and/or App;
- 4.7 As soon as the vehicle is picked up at the departure point (point A), the Driver undertakes, for each Vehicle Movement Job, to put the App into operation for guidance and estimation of travel time.

- 4.8 Upon selecting a Vehicle Movement Schedule, the Driver commits to performing its services in full compliance with the terms outlined in the Vehicle Movement Jobs ensuring that all details are adhered to, including the specified timeframes, vehicle specifications, and any required ancillary services. The Driver will be responsible for ensuring that all necessary documentation and procedures are completed, including but not limited to the vehicle checks report, which must be produced in both hard copy and electronic form.
- 4.9 The Driver agrees to adhere to the terms of this Agreement and any additional requirements specified in the Vehicle Movement Jobs. This includes the completion and submission of any necessary ancillary services and the proper handling of vehicle checks reports as per the Vehicle Movement Job and any applicable laws.
- 4.10 Upon booking a Vehicle Movement Schedules, the Driver will receive a confirmation email containing a summary of the Vehicle Movement Jobs, and any associated documentation required for the movement. The Driver is responsible for carrying all necessary documents for the job, including the vehicle checks report, and ensuring that the required details, such as mileage, fuel levels, and vehicle condition, are recorded accurately on the app.
- 4.11 To successfully complete and close a Vehicle Movement Job, the Driver must validate the completed vehicle checks reports on the App at the departure and arrival points.
- 4.12 The Company will provide a schedule of available Vehicle Movement Jobs, including estimated arrival times, delivery deadlines, and any other specific requirements for each job. Driver are responsible for ensuring timely completion in line with the provided schedule.
- 4.13 The Driver agrees to:
- 4.13.1 ensure punctuality in accordance with the schedule and delivery deadlines;
 - 4.13.2 interact professionally and courteously with Clients and their representatives;
 - 4.13.3 complete the Vehicle Movement Jobs that they have chosen and booked on the Platform and/or App with reasonable skill and care and in accordance with Good Industry Practice;
 - 4.13.4 comply with all reasonable security, health, and safety requirements while completing the Vehicle Movement Job;
 - 4.13.5 take the utmost care of the vehicle, complete the vehicle checks report;
 - 4.13.6 arrive punctually at the departure point (point A) and the arrival point (point B) and be polite and respectful with all interlocutors, whoever they might be;
 - 4.13.7 adhere to the agreed-upon schedule for each Vehicle Movement Job;
 - 4.13.8 schedule all Vehicle Movement Jobs in compliance with legal driving times and working hours regulations. Failure to meet these requirements may result in non-payment for the day's work. Company reserves the right to remove Driver from the Platform and/or App if they are found to be non-compliant with this Agreement or if there is evidence of unsafe driving or non-compliance with the outlined requirements;
 - 4.13.9 complete and upload all required photos and documentation via the Platform and/or App to confirm job completion.

- 4.14 All scheduled jobs will adhere to legal driving times and working hours regulations. The Driver must ensure compliance with these legal requirements during the execution of all Vehicle Movement Jobs. Failure to meet the obligations outlined in this Agreement, including punctuality, proper documentation, and adherence to safety standards, may result in non-payment for the relevant Vehicle Movement Job.
- 4.15 The Company strictly prohibits any form of discrimination or harassment based on race, gender, religion, or any other protected characteristic. Any violation of this policy may result in immediate removal from the Platform and additional legal consequences where applicable. The Company reserves the right to remove Driver from the Platform for repeated non-compliance with the terms of this Agreement, evidence of unsafe driving, or any breach of legal or regulatory standards.

5 Driver rights and obligations

5.1 The Driver has the right to:

- 5.1.1 accept or decline any Vehicle Movement Schedules based on their days of work, availability, preferences, and suitability for the task;
- 5.1.2 access their account on Platform and/or App and view the history of Vehicle Movement Jobs they have completed, including invoices that have been paid or are awaiting payment by the Company;
- 5.1.3 be provided with clear and accurate details regarding the Vehicle Movement Job, including vehicle specifications (if any), pick-up and delivery locations, and timeframes, before proceeding to the completion of Vehicle Movement Jobs;
- 5.1.4 receive compensation for the successful completion of the Vehicle Movement Schedules, as outlined in this Agreement or as otherwise mutually agreed upon by the Parties;
- 5.1.5 raise any concerns or issues related to the Vehicle Movement Jobs with the Company, including discrepancies in the job details, delays, or changes to the initial agreement;
- 5.1.6 be supported by the Company in resolving any disputes or issues that may arise during the execution of Vehicle Movement Jobs, including customer complaints, logistical issues, or payment disputes;
- 5.1.7 request necessary assistance or clarification from the Company regarding the terms, conditions, or expectations for any Vehicle Movement Job.

5.2 The Driver shall:

- 5.2.1 follow the full registration procedure on the Platform and/or App, creating a professional account in the section provided for professionals;
- 5.2.2 meet the following criteria:
- (a) hold a full UK driving license for at least three years;
 - (b) be over the age of 25;

- (c) no major driving convictions in the past five years;
 - (d) for towing trailers with a combined weight (vehicle, trailer and trailer load) over 3.5T for commercial use, the Driver must hold a standard UK driving license;
 - (e) for operating a transporter/recovery truck with a total weight over 3.5T, the Driver must hold a valid C license, CPC and Operator's licence.
 - (f) no at-fault claims in the last three years;
 - (g) no County Court Judgments (CCJs) in the last five years;
 - (h) minor convictions are acceptable subject to no more than six penalty points and no more than two minor convictions in the past four years;
 - (i) none in the past five years, including but not limited to theft, drink/drugs offenses, dangerous driving, driving while disqualified, and careless driving;
 - (j) must not have had any driving bans;
 - (k) no more than six penalty points in the past four years;
- 5.2.3 service and maintain vehicles and trailers according to legal standards. Vehicles must be equipped with a functioning tachograph, and the Driver must comply with all tachograph and working hours regulations;
- 5.2.4 be responsible for obtaining and maintaining all necessary licenses and permits, including an operator's license;
- 5.2.5 notify the Company as soon as possible in the event of any problem, malfunction, or irregularity preventing access to the Platform and/or App by email to: driver@Company.com;
- 5.2.6 immediately inform the Company via email (driver@Company.com) or telephone if any malfunctions, irregularities, or issues arise with the Platform or App that may hinder the execution of the job. Any issues with the vehicle, documentation, or the movement process must be reported and documented, including discrepancies between the vehicle details and the information provided in the Vehicle Movement Job.

6 Company rights and obligations

- 6.1 Company has the right to:
- 6.1.1 refuse any Driver's registration on the Platform and/or App, particularly if the details provided by the Driver are incomplete or inadequate;
 - 6.1.2 suspend, remove, or restrict the Driver's access to the Platform and/or App if they fail to comply with the terms of this Agreement or engage in unsafe or unethical behaviour.

- 6.1.3 monitor, verify, and enforce compliance with all obligations set out in this Agreement, ensuring that the Driver adheres to the required standards of safety, performance, and legal compliance.
 - 6.1.4 approve or reject the Driver's acceptance of Vehicle Movement Job Schedules, based on the Driver's performance, qualifications, and compliance with Company policies.
 - 6.1.5 amend, adjust, and communicate the terms and conditions related to Vehicle Movement Jobs, including compensation, at its discretion and without prior notice, in accordance with this Agreement or as otherwise mutually agreed;
 - 6.1.6 control access to the Platform and/or App to maintain the integrity of the service, including limiting access if the Driver fails to meet the required standards or complies with relevant regulations.
 - 6.1.7 access and use data collected through the Platform and/or App and Driver activities for purposes of monitoring compliance, improving services, and ensuring the integrity of the Platform and/or App.
 - 6.1.8 monitor driving hours to ensure compliance with legal working hours and tachograph requirements.
 - 6.1.9 make necessary modifications to Vehicle Movement Jobs or cancel them in accordance with operational requirements, safety concerns, or compliance issues.
 - 6.1.10 audit and ensure the compliance of vehicles, equipment, and insurance with legal and safety requirements as outlined in this Agreement.
 - 6.1.11 enforce Company policies regarding professionalism, anti-discrimination, and ethical standards in all interactions between Driver, Clients, and the Company.
- 6.2 Company shall:
- 6.2.1 organise and schedule Vehicle Movement Jobs for the Driver on behalf of Clients, using the Platform and/or App in accordance with this Agreement;
 - 6.2.2 make reasonable efforts to ensure the Platform and/or App is accessible to the Driver for accepting Vehicle Movement Jobs in accordance with this Agreement, but without guaranteeing continuous availability or uptime;
 - 6.2.3 provide reasonable co-operation and assistance to the Driver in respect of the provision of the Services;
 - 6.2.4 process payments to the Driver for completed Vehicle Movement Schedules, in line with the agreed compensation terms hereunder, and ensure timely payment as per the Agreement or mutual arrangements.
 - 6.2.5 ensure that any necessary legal and compliance requirements related to the provision of the Platform and/or App and App are maintained.
 - 6.2.6 monitor the Driver's compliance with the terms of this Agreement, including performance standards, and take appropriate action if needed.

7 Remuneration and payment

- 7.1 The Company shall pay the remuneration to the Driver in accordance with the rates specified in Schedule 1 for completing the scheduled Vehicle Movement Jobs, as detailed in the Vehicle Movement Schedule.
- 7.2 The Company shall remit payments to the Driver bi-weekly (every two weeks) in arrears following the successful completion of scheduled Vehicle Movement Jobs and compliance with all contractual obligations.
- 7.3 Subject to clause 7.5, payments shall be made in full and in cleared funds to the bank account nominated by the Driver.
- 7.4 If the Company disputes any payment due to the Driver, it shall notify the Driver in writing within 10 days of identifying the issue, and the parties shall attempt to resolve the dispute. Any undisputed amounts shall be paid promptly in accordance with clause 7.4. Resolved disputed amounts shall be paid to the Driver within 10 days of resolution.
- 7.5 Payment to the Driver is expressly contingent upon their compliance with all obligations set forth in this Agreement, including the accurate and timely completion of all scheduled Vehicle Movement Jobs and submission of any required documentation.

8 Penalties

- 8.1 If the Driver fails to comply with the terms of a Vehicle Movement Job or breaches any provision of this Agreement, the Company reserves the right to apply reasonable measures, including but not limited to:
- 8.1.1 deductions from payment for delays in pick-up or delivery that are attributable to the Driver;
 - 8.1.2 withholding payment for incomplete or improperly completed vehicle checks reports;
 - 8.1.3 adjustments to payment for disabling geolocation during a movement, where required by this Agreement or the relevant Vehicle Movement Job.
- 8.2 The Company may, at its discretion, communicate the specific measures applicable to the Driver in relation to this Clause 8, but is not obligated to provide exhaustive details at the time of registration or contract signing.
- 8.3 If the Driver provides falsified or fraudulent documents (such as an invalid or mismatched driving licence, a falsified professional indemnity insurance certificate, etc.), or fails to comply with applicable regulations (including not having a tachograph or operator's licence where required) the Company reserves the right to:
- 8.3.1 terminate this Agreement without notice;
 - 8.3.2 seek recovery of any damages caused by the use of such documents, including reporting the matter to the appropriate authorities where required.
- 8.4 The provisions of this Clause 8 shall operate in compliance with applicable UK laws, and no penalty or adjustment shall be applied in a manner deemed unfair or unenforceable under the laws of England and Wales.

9 Intellectual property rights

- 9.1 No Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement, except as set out in this clause 8.
- 9.2 The Company (or its third party licensor) shall retain and own all Intellectual Property Rights in the Services and the Company grants the Driver a non-exclusive, non-transferable, non-sublicensable licence during the Term to use such Intellectual Property Rights to the extent reasonably necessary for the Company to receive, and enjoy the benefit of, the Services in accordance with the provisions of this Agreement.

10 Data protection

- 10.1 The Company and the Driver agree to comply with all applicable data protection laws, including the Data Protection Act 2018, the General Data Protection Regulation (GDPR) as incorporated into UK law, and the Privacy and Electronic Communications Regulations (PECR), to ensure the privacy and security of personal data.
- 10.2 The Company shall collect, process, and store personal data provided by the Driver solely for the purposes of performing this Agreement and in accordance with the Company's privacy policy.
- 10.3 The Driver agrees to provide accurate and up-to-date information and to promptly inform the Company of any changes.
- 10.4 Both parties agree to implement appropriate technical and organisational measures to safeguard personal data against unauthorised access, loss, or disclosure.
- 10.5 The Driver has the right to request access to their personal data held by the Company and may request the rectification or erasure of their data in accordance with applicable laws, including the Data Protection Act 2018 and GDPR.

11 Termination

- 11.1 Either party may terminate this Agreement at any time by giving 30 days prior written notice to the other party if:
- 11.1.1 the other party commits a material breach of this Agreement which is either not remediable or is remediable but not remedied within 30 days of written notification of such breach;
- 11.1.2 the other party:
- (a) ceases all or a significant part of its business or indicates that it intends to do so; or
 - (b) is unable to pay its debts or becomes subject to an insolvency procedure or has a receiver or administrator appointed over any of its assets, becomes subject to a company voluntary arrangement, winding-up petition, moratorium, restructuring plan or scheme of arrangement, or goes into liquidation, including in each case any analogous procedure in any jurisdiction.
- 11.2 On termination or expiry of this Agreement for any reason:

- 11.2.1 the Driver shall pay all outstanding invoices for Services performed by the Company by the due date in accordance with clause 7.4;
 - 11.2.2 the Company shall promptly invoice the Driver for all Services performed but not yet invoiced (and payment for such invoices shall be made by the Company by the due date in accordance with clause 7.4) and/or refund any sums paid in advance for any Services not performed; and
 - 11.2.3 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.
- 11.3 Any provision of this Agreement which is expressly stated, or by implication is intended, to continue in force after termination shall do so notwithstanding termination or expiry of this Agreement.

12 Confidentiality

- 12.1 Each party (the Receiving Party) shall:
- 12.1.1 keep confidential any information that is confidential in nature concerning the other party (including its group companies) which is provided or made available to the Receiving Party under or in connection with this Agreement (Confidential Information); and
 - 12.1.2 not use, or disclose to any person, the other party's Confidential Information, except as permitted by clause 12.2.
- 12.2 The Receiving Party may:
- 12.2.1 subject to clause 11.3, disclose any Confidential Information to any of its employees, officers, subcontractors, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that the Receiving Party ensures that its Representatives comply with this clause 11 as if they were a party;
 - 12.2.2 disclose any Confidential Information as may be required to be disclosed by: (i) law; (ii) a governmental, regulatory or supervisory authority; or (iii) a court of competent jurisdiction; and
 - 12.2.3 subject to clause 11.3, use Confidential Information only to the extent reasonably necessary to perform its obligations under this Agreement.
- 12.3 To the extent any Confidential Information is personal data, such Confidential Information may be disclosed or used by the Receiving Party only to the extent such disclosure or use does not conflict with clause 12 hereof.
- 12.4 This clause 12 shall bind the parties during the Term and for a period of 5 years following termination or expiry of this Agreement.

13 Liability and indemnity

- 13.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.

- 13.2 Subject to clause 13.4:
- 13.2.1 the total liability of the Company shall not exceed the remuneration paid by the Driver to the Company under this Agreement.
 - 13.2.2 neither party shall be liable for any consequential, indirect or special loss; and
 - 13.2.3 neither party shall be liable for any loss of profits (whether direct or indirect).
- 13.3 Except as expressly and specifically stated in this Agreement, and subject to clause 13.4, all warranties, terms, and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 13.4 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- 13.4.1 death or personal injury caused by negligence;
 - 13.4.2 fraud or fraudulent misrepresentation;
 - 13.4.3 any other losses which cannot be excluded or limited by applicable law.
- 13.5 Driver agree to indemnify and hold harmless Company from any claims, damages, or liabilities arising from their actions or omissions.

14 Insurance

- 14.1 The Company may, at its discretion, provide commercial motor insurance, public liability insurance, and goods-in-transit insurance where the Driver does not maintain such coverage, subject to the terms and conditions set forth by the Company.
- 14.2 The Driver must immediately report any accidents or incidents that occur during the Vehicle Movement Job to the Company.
- 14.3 The Driver is responsible for any damage to the vehicle that occurs due to their negligence or failure to follow the guidelines specified in this Agreement and/or Vehicle Movement Job:
- 14.3.1 hold valid insurance for driving their vehicle for non-commercial use if the vehicle is under 3.5T;
 - 14.3.2 have their own motor insurance policy if using a commercial vehicle (e.g., recovery truck) with a total weight exceeding 3.5T when loaded;
 - 14.3.3 provide proof of all insurance policies to the Company and notify the Company of any changes;

15 Independent contractor

- 15.1 The Driver acknowledges and agrees that they are engaged as an independent contractor and not as an employee, worker, agent, or partner of the Company. As an independent contractor, the Driver is solely responsible for their own business operations, taxes, insurance, and compliance with applicable laws. Nothing in this Agreement shall create or be construed to create an employment relationship between the Driver and the Company.

15.2 The Driver retains the sole discretion to determine the days and times they wish to work. The Company does not impose minimum work commitments or schedules, allowing the Driver complete flexibility to accept or decline Vehicle Movement Schedules based on their availability.

15.3 The Driver shall be responsible for providing and maintaining their own trailer, transporter, or any other necessary equipment required to perform Vehicle Movement Jobs. All equipment used must comply with applicable legal standards, including safety and operational requirements. The Company does not supply any equipment to the Driver and holds no liability for its condition or suitability.

16 Dispute resolution

16.1 If any dispute arises between the parties out of or in connection with this Agreement, the matter shall be referred to a senior representative of each party (if any) who shall use their reasonable endeavours to resolve it.

16.2 If the dispute is not resolved within 14 days of the referral being made, the parties may refer the matter to mediation in accordance with the London Court of International Arbitration Mediation Rules.

16.3 Either party may issue formal legal proceedings at any time whether or not the steps referred to in clauses 16.1 and 16.2 have been completed.

17 Entire agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement. Nothing in this clause purports to limit or exclude any liability for fraud.

18 Notices

18.1 Notices under this Agreement shall be in writing and delivered to the email addresses designated by the parties or any other means mutually agreed upon by the parties. Notices sent by email shall be deemed received upon receipt of a delivery or read receipt, provided that confirmation is also sent by post (Royal Mail Recorded Signed For) no later than the next Business Day. If an out-of-office message or bounce-back notice is received, the notice must be redirected to the alternative email address, if provided.

19 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

20 Assignment and subcontracting

Neither party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent (such consent not to be unreasonably withheld or delayed).

21 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

22 Severance

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

23 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

24 Compliance with laws

Each party shall comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 24 to the extent that such breach is caused by any breach of this Agreement by the other party.

25 Force majeure

Neither party shall have any liability for any delay or failures in its performance of this Agreement to the extent the same results from Force Majeure. The party affected by the Force Majeure shall promptly notify the other party in writing when the Force Majeure causes a delay or failure in performance and when it ceases to do so. If the Force Majeure continues for a continuous period of more than 4 weeks, either party may terminate this Agreement by written notice to the other party.

26 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

27 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 SERVICES

1 Services

The services provided by the Driver under this Agreement shall include the professional movement of vehicles as assigned by the Company through the Vehicle Movement Jobs.

2 Payment

The Driver shall be paid per day for each day worked, as per the Vehicle Movement Schedule provided by the Company. The rates specified are inclusive of VAT, which, if applicable, shall be included in the remuneration paid to the Driver.

3 Expenses

The Driver shall be responsible for all expenses incurred in performing the services, including but not limited to:

- Fuel costs;
- Vehicle maintenance or usage costs; and
- Toll charges.

No additional expenses will be reimbursed by the Company.

The following additional costs will be deducted from the Driver's remuneration:

- Damage excess for a crash/damage on route – Up to £1,000 if the Driver is involved in an accident deemed to be their fault or if they damage a car on delivery;
- Failing to declare an accident/damage within 12 hours - £500 plus the Damage Excess
- On-day cancellation of working - £100/day if the Driver cancels their work on the scheduled day;
- Failure to complete a Vehicle Movement Job to the contracted standards (for example, failing to take all required pictures or not completing the "Point of Delivery/Point of Collection" forms) - £50 per Vehicle Movement Job.