



Vehicle Movement

Terms and Conditions of Sale

These terms and conditions of sale (“**T’s&C’s**”) for the use of Driiveme’s services, available on Driiveme’s software platform at www.Driiveme.co.uk, or as amended or added to from time to time (hereafter referred to as the “**Platform**”) or on the mobile app developed for this purpose (hereafter referred to as the “**App**”) will govern the whole contractual relationship, irrespective of whether the App or Platform are used between the following parties:

- DRIIVEME LTD, whose registered office is at Unit 11, Flamingo Court, Crampton Street, London, SE17 3BF, United Kingdom and whose Company Registration Number (CRN) is 11258738, hereafter referred to as “**Driiveme**”,
- A client using Driiveme’s services to move a Vehicle as part of a professional Vehicle Movement service, hereafter referred to as the “**Client(s)**”

A Client acknowledges that, by using Driiveme’s services, they accept that these T’s&C’s will apply. In the event that there is a formal and binding contract between Driiveme and the Client, then these T’s&C’s will be superseded by that contract. All Clients must be registered on the Platform as a minimum requirement.

Driiveme reserves the right to amend the T’s&C’s in any way and at any time, without notice. Clients accept the T’s&C’s in force at the time by using the services of Driiveme, including but without limitation the Platform and/or the App.

1. Interpretation

1.1 Definitions

“**Additional Fees**” has the meaning given to it in Clause 4.

“**Appraisal**” means ensuring images are taken of the correct areas of the Vehicle, pursuant to the Appraisal Checklist, carried out by the Driver on behalf of Driiveme and subject to items such as conditions, access, proximity etc.

“**Appraisal Checklist**” means the list of requirements that the Driver will use to carry out the Appraisal. In the event that the Client has a customised list, this will apply, as at the time of the Vehicle Movement. If no such customised list exists, then Driiveme’s standard list at the time of the Vehicle Movement will be used.

“**Appraisal Report**” means the report produced by the Driver during the Appraisal in accordance with the Appraisal Checklist.

“**Cancellation Charges**” has the meaning given to it in Clause 4.

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“**Collection**” means when the Vehicle is collected from the start of the Vehicle Movement

“**Delivery**” means when the Vehicle is delivered to the end of the Vehicle Movement

“**Driver**” means the person or company undertaking the physical movement of the Vehicle on behalf of Driiveme

“**Fee(s)**” has the meaning given to it in Clause 4.

“**Movement Fee**” has the meaning given to it in Clause 4.

“**Movement Services**” means the Appraisal and movement services for a Vehicle that are offered by Driiveme as well as any other services provided

“**POC**” means the Appraisal Report generated at the collection point as proof of collection

“**POD**” means the Appraisal Report generated at the delivery point as proof of delivery

“**Vehicle**” means any passenger car, or Light Commercial Vehicle up to 3.5T being moved during the Vehicle Movement.

“**Vehicle Movement**” is the moving of a Vehicle on a professional basis for a specific trip, by Driiveme, as requested by the Client

“**Waiting Time**” means time taken for the Driver to collect or deliver the Vehicle inclusive of any delays, such as, but not limited to time delays for recovery and breakdown, payment, locating any vehicle or locating any vehicle’s keys.

“**Working Day**” means any given day, from Monday to Friday and excluding bank holidays, irrespective of at what time.

1.2 Construction

In these T’s&C’s, the following shall apply:

1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
2. the singular shall apply to the plural and vice versa.
words importing the singular include the plural and vice versa, words importing a particular gender include the other gender and the neuter and a reference to a “person” shall include a reference to any natural person, corporation (wherever incorporated), partnership, trust, unincorporated association, any form of governmental or supra governmental body, agency or authority.
3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
4. any phrase introduced by the terms including, include, such as, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

5. headings and subheadings are included for convenience only and shall not be taken into account in interpreting these T's&C's.
6. references to clauses, sub-clauses or paragraphs are references to clauses, sub-clauses or paragraphs of these T's&C's in which the relevant reference is made.
7. Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.

2. Service Offering

2.1 Types of Movement

Driiveme offers four types of Vehicle Movement:-

1. One way movement – a one-way movement from point A to point B
2. Customer Delivery – a delivery of a Vehicle to a Client's nominated address
3. Customer Collection – a collection of a Vehicle from a Client's nominated address
4. Key for Key – a collection of a Vehicle, from Point A, with delivery to point B and with the collection of a second Vehicle at point B, with delivery of that second Vehicle back to point A.

These are further divided into three subsections:-

- a. Standard Driven Service, which is only for a roadworthy Vehicle with up-to-date tax and a valid MOT certificate.
- b. Trade Plate Driven Service, which is only for a roadworthy Vehicle without up-to-date road tax but with a valid MOT certificate.
- c. Transported Service which is for a roadworthy Vehicle without up-to-date road tax or a valid MOT certificate, or in the event that Driiveme, at its sole discretion, stipulates a Transported Service is required.

The applicable Fee(s) will be charged for the relevant services, along with any further chargeable services.

If a Vehicle Movement, at Driiveme's sole discretion, can be completed within 6 hours and is booked at times with sufficient notice and time available, it will be completed within the same day. Should that not be possible, for any reason whatsoever, then it will be continued into a subsequent period and there will be an additional charge

Cancellations must also be advised in timescales as indicated on the Client's pricing documentation from Driiveme. Failure to observe these will also result in an additional charge, which the Client accepts and understands

2.2 Insurance

Subject to Clause 2.3, every Vehicle Movement is covered by a fully comprehensive motor insurance for the duration of the movement. The insurance covers movements in the United Kingdom of Great Britain and Northern Ireland only.

2.3 Restrictions

Only passenger motor vehicles and light commercial vehicles up to 3.5T are included for Vehicle Movements on Driiveme's insurance. Motorhomes, campervans and converted or modified vehicles are excluded.

The maximum value of the Vehicle shall be £150,000. It is the Client's sole responsibility to comply with this clause. It is the Client's sole responsibility to advise Driveme should a Vehicle exceed this value. In the event that the Client fails to do so, or instructs Driveme to undertake a Vehicle Movement on such a Vehicle, the Client shall indemnify Driveme in full against all liabilities, costs, expenses, damages and losses (including indirect or consequential losses, loss of profit and all penalties and reasonable legal or professional costs and expenses) suffered or incurred by Driveme arising out of or in connection with said Vehicle Movement.

The Movement Services are only offered on the United Kingdom mainland. Whilst a Client may request a Vehicle Movement outside of this area there is no guarantee that the Vehicle Movement can be provided.

2.4 Platform and App

Driveme has developed the Platform and App in order for Clients to place, amend and cancel Vehicle Movements, as well as reviewing historical information, invoicing, payments and other services as added to, removed or amended from time to time.

The Client acknowledges that all bookings must be placed and administered via either the Platform or the App, by the Client.

3 Appraisal

3.1 Appraisal Report

As part of each Vehicle Movement the Driver will complete the Vehicle checks report both on departure (point A) and on arrival (point B). The Client undertakes to ensure that there is a representative (which could include their customer) to be responsible for releasing the Vehicle at point A and receiving the Vehicle at point B.

The Vehicle checks undertaken will usually be stored on the Platform and/or App and will be as customised for the Client's account. Normally these would include (but are not limited to):

The mileage

The fuel level

The departure date and time

The arrival date and time

The level of internal and external cleanliness

Any malfunction or any other necessary notification should this be clear

The details of the Vehicle to be moved, including in particular: registration number, make, model and fuel type

The details of the Vehicle Movement job, including in particular: the address from which the Vehicle needs to be picked up and the delivery address, the period during which the Vehicle needs to be moved, the identity and contact details of the individuals responsible for handing over the Vehicle when it is picked up and those responsible for accepting it on arrival and the type of Vehicle to be moved

Should there be any additional services that need to be provided by Driveme, these must be specified by the Client as part of the Vehicle Movement booking. The Vehicle checks will be completed as dictated by the Platform. Should the Client require additional items (including

photos) from the standard set that are listed on the Platform, this can be customised on the system, to include these for every movement, subject to Driiveme's agreement.

These services can include, but are not limited to:-

Trade Plate movements

Transported Movements

Short notice period

Internal and/or external cleaning

OBD or other additional checks as part of the Appraisal

Other services not included in the standard tariff structure.

3.2 Limitations

The Client is responsible for reviewing the Vehicle and undertakes not to use the Appraisal Report to determine the suitability or value of the Vehicle or to estimate potential repair costs in respect of the Vehicle, nor will they ask or expect the Driver to assess the standard of the Vehicle in any way (and Driiveme shall have no liability in respect of such use of the Appraisal Report or in respect of any Driver opinion). Driiveme shall also not be liable for the mechanical condition or engine condition of the Vehicle. The Client accepts that Drivers may note cosmetic items on the Appraisal Checklist or by photographing but the Client will not rely on such notations as part of their review of the Vehicle, which must be undertaken by them. The Client also accepts that the Appraisal is not comprehensive nor is it a BVRLA report or a report by a trained inspector. The Appraisal Report cannot identify if a Vehicle has any outstanding funding, was previously damaged or written-off, was a taxi or has had modifications, this is a matter for the Client to resolve. Whilst Drivers shall endeavour to photograph or note damage there may be instances where items are not noted or photographed and Driiveme shall not be liable for such matters.

The Client agrees that any Appraisal Report queries or claims for damage must be sent via email to operations@driiveme.co.uk, or other such email address as amended from time to time, within 2 working days of delivery of the Vehicle. Failure to do so will indicate that the Vehicle has been accepted and no issues or queries exist.

The Client accepts that any queries must be accompanied by photographic evidence and that Driiveme shall not be liable for any queried areas, items, damage, condition issues or any other items, howsoever caused, without such evidence, and shall only be liable as detailed in Clause 6.

The Client agrees that items that are deemed to be 'Fair Wear and Tear' will not be queried and that Driiveme shall not be liable for such matters, howsoever caused.

4 Fees and Payments

4.1 Fees

The Client agrees to pay all Fees incurred for the services provided by Driiveme.

Payment terms are strictly 30 days from invoicing date.

All invoice queries must be presented by the Client to Driveme within 7 days of the invoice date. Invoice queries after this time will not be valid.

In the event of an invoice query on a Vehicle Movement Fee, the Client agrees that all Fees for any other Vehicle Movement will still be payable. For the avoidance of doubt, this means that the Client will not hold up the remainder of an invoice due to queries on any individual line(s) on that invoice.

Each Vehicle Movement and/or other service provided by Driveme will incur costs, which could consist of any or all of the following elements:-

The **“Movement Fee”**: this is the charge for the movement element of the Vehicle Movement only and does not include any additional elements such as waiting time or fuel.

The **“Additional Fee(s)”**: this is the charge for any additional elements of the Movement Service that is required by the Client for this particular Vehicle Movement or other service offering as requested. These include, but are not limited to, waiting time, fuel, tolls, ferries, any vehicle fluids, express charges, cancellation charges, consultancy and any other element required by the Client that may be required to ensure the safe movement of the Vehicle.

Together these elements form the **“Fee(s)”**.

All fees are exclusive of VAT, which shall be added to the invoices at the prevailing rate. The Platform/App will generate a note of the Fee for the Client for each Vehicle Movement on the Platform.

The breakdown of the charging structure for the Fees for each Client will be provided separately to, but will be subject to, these T’s&C’s.

In the interest of clarity, unless explicitly agreed otherwise, the Movement Fees do not include the costs incurred in the course of the Vehicle Movement job, including fuel and tolls.

4.2 Cancellation Charges

“Cancellation Charges” are the fees incurred by the client for amending or cancelling a booking at short notice, as determined at the sole discretion of Driveme.

The below details the construction of Cancellation Charges.

4.2.1 Movement Modification

In the event that a booking is modified, Driveme will endeavour to accommodate the amendment if possible. If the amendment can be accommodated, the charges will be limited to the cost of any wasted travel tickets or bookings caused by the modification. If the amendment cannot be accommodated, then this is treated in the same way as a cancellation.

4.2.2 Movement Cancellations

Booking cancellations are divided into four subsets:-

1. A cancellation made more than two (2) Working Days before the Vehicle Movement. The charges incurred are limited to the cost of any wasted travel tickets or bookings caused by the cancellation if applicable.
2. A cancellation made two (2) Working Days before the Vehicle Movement. The charges incurred are 50% of the Fee for that Vehicle Movement, plus the cost of any wasted travel tickets or bookings caused by the cancellation if applicable.

3. A cancellation one (1) Working Day or less before the Vehicle Movement and where the movement has not yet commenced. The charges incurred are 100% of the Fee for that Vehicle Movement.
4. A cancellation made whilst the Driver is en route (abort). The charges incurred are 100% of the Fee for that Vehicle Movement plus the costs for onward travel.

4.2.3 Waiting time

Waiting Time is charged as laid out in the charging structure for the Client. In the event that Waiting Time causes any particular Vehicle Movement to be carried over into a following day, there will also be a charge for carry over, as laid out in the charging structure for the Client.

4.2.4 Electric Vehicle Charging time

Electric vehicle charging time is charged as laid out in the charging structure for the Client.

4.2.5 Express and Premium Fees

Express and Premium fees are divided into two subsets, the costs for which will be detailed in the charging structure for the Client:-

1. Express:- If a Vehicle Movement is booked two (2) Working Days before the Vehicle Movement.
2. Premium:- If a Vehicle Movement is booked one (1) Working Day or less before the Vehicle Movement.

4.2.6 Isolated Address

A supplement, as detailed in the charging structure for the Client, will be charged in the event that a customer location is greater than 2 miles away from recognised public transport such as a bus stop, a train station or an underground station.

4.2.7 Customer Collection / Delivery

A supplement, as detailed in the charging structure for the Client, will be charged in the event that a Vehicle Movement directly involves a Client's customer or representative, as opposed to the Client themselves.

4.2.8 Trade Plates

A supplement, as detailed in the charging structure for the Client, will be charged in the event that trade plates are required for a Vehicle Movement.

4.2.8 OBD Reader

A supplement, as detailed in the charging structure for the Client, will be charged in the event that a photo of a VIN OBD reading is required as part of the Vehicle Movement.

4.2.9 Weekends

A supplement, as detailed in the charging structure for the Client, will be charged in the event that any of the Vehicle Movement's times fall on a weekend.

5 Responsibilities and Obligations

5.1 Client's Obligations

The Client undertakes to abide fully with these T's&C's and indemnifies Driveme against any and all losses incurred by Driveme as a result of any act or omission by the Client or any breach of these T'S and C's, including loss of anticipated profits of future business, damage to

reputation or goodwill, incidental, special exemplary, punitive or enhanced damages, loss of anticipated savings, loss of any contract; and/or any other special, indirect or consequential loss of any kind.

The Client undertakes to make the Vehicle available at the time and place indicated in the Vehicle Movement and accepts that failure to do so could result in additional charges and the Vehicle Movement being cancelled.

The customer will in no way attempt to reconstruct, recreate or reverse engineer the Driiveme platform, app or any other proprietary software, in order to create their own software.

The Client shall procure Movement Services from Driiveme, as detailed in these T's&C's and shall continue to do so unless and until terminated by the Client, giving not less than three months' notice in writing.

5.2 Driiveme's Obligations

Driiveme shall provide Movement Services to the Client under the terms and conditions of this agreement.

Driiveme will provide the Driver with all the information and documents that might help to make sure the Vehicle Movement job can be carried out smoothly.

Driiveme endeavour to respond to telephone calls and emails in a timely manner when contacted.

Driiveme shall continue to provide Movement Services to the Client, as detailed in these T's&C's and shall continue to do so unless and until terminated by Driiveme, such termination to be at a timescale determined at Driiveme's sole discretion.

6 Limitation of Liability

This clause sets out the entire financial liability of Driiveme (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of: any breach of these T's&C's and/or any order; any use made by the Client of the Movement Services in whole or in part; and any representation, statement or tortious act or omission (including negligence) arising under, or in connection with, these T's&C's and/or any order

The Client acknowledges and agrees that for any claim arising out of, relating to, or in connection with the performance of the Movement Services, in all circumstances, its recourse shall be to Driiveme. Nothing shall limit Driiveme's liability to the Client for loss or damage arising directly from Movement Services for booking, arranging and administering bookings or taking payment, provided that the maximum liability is limited to the total amount paid by the Client in respect for that specific Vehicle Movement.

The Client acknowledges and agrees to indemnify Driiveme fully against any and all claims by Driiveme for unpaid items from the Client's customers or its representatives.

In no event shall Driiveme be liable under this Agreement in contract or tort to for any loss of anticipated profits of future business, damage to reputation or goodwill, incidental, special

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exemplary, punitive or enhanced damages, loss of anticipated savings, loss of any contract; and/or any other special, indirect or consequential loss of any kind.

Driiveme shall not be responsible for any uninsured damage, or any mechanical defect encountered whilst in transit unless due to Driver negligence.

Driiveme shall not be liable for punctures, glass damage or damage from road debris. This is a hazard of driven movement.

Except as expressly set out in these T's&C's, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from these T's&C's.

These exclusions and any others set out in these T's&C's apply to the fullest extent permitted by law, save that there is no exclusion or limit to liability for: death or personal injury caused by negligence, fraud or fraudulent misrepresentation in connection with or under this Agreement, or for any other liability which cannot legally be excluded or limited.

Driiveme shall have no liability for matters detailed in the Appraisal Report and/or photos provided to the Client (save where there is an inaccuracy). It is the Client's responsibility to review the Appraisal Report and photos so they can assess the Vehicle, prior to the Driver leaving the location. If a photo or description is unclear it is the Client's responsibility to request that the Driver provide further information.

This condition 6 shall survive termination of this agreement between the Client and Driiveme.

7 Data

To make sure the Platform and App work properly, Driiveme reserves the right to collect personal data, including in particular, first names and surnames, postal addresses, email addresses, dates of birth, phone numbers, bank details and photocopies of identity documents.

Clients should be aware that if they refuse or fail to provide the personal data requested, Driiveme will not be able to confirm their registration on the Platform and they will therefore not be able to use it, or Driiveme will not be able to complete Vehicle Movements for the Client.

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

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.

This personal data is stored so that Driiveme can fulfil its legal and commercial obligations.

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.

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

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.

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

7.1 Protection of Personal Data

Within the context of the T's&C's, the Client and Driiveme undertake to comply with the provisions of 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).

The Driver and the Client cannot in any way make use of the personal data provided by Driiveme, including in particular for commercial purposes.

The Driver and the Client undertake to keep the personal data provided by Driiveme for the duration of the Vehicle Movement job and then to delete it.

8. Intellectual Property Rights

All intellectual property rights in the Movement Service, the Platform and the App (including without limitation any documentation and software supplied by Driiveme for use in connection with provision of the Services) remain the property of Driiveme.

9. Confidentiality

The Client shall keep in strict confidence all confidential and/or proprietary information disclosed to the Client by Driiveme, its employees, agents or subcontractors. The Client shall only disclose such confidential and/or proprietary information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Client's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract.

This condition 9 shall survive termination of the Contract.

10. Publicity

The parties agree that either party may issue press releases concerning the existence of the commercial relationship, provided that the other party has given its prior approval in writing.

Notwithstanding the foregoing, the Client agrees that Driiveme may identify it as a Driiveme customer in marketing Driiveme's services.

11. Miscellaneous

These T's&C's any Vehicle Movement, and any dispute or claim arising out of or in connection with the T's&C's or its subject matter or formation, shall be governed by, and construed in accordance with, English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

12. Third Party Rights

A person who is not a party to these T's&C's has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

The parties declare that they are independent partners, connected via the Platform or App, and that there is no hierarchical relationship between them.

Driiveme will also be completely free to enter into a contract with any person, entity, company, including any that is in competition with the Client.

13. Waiver

The waiver, by either party, of a breach or default of any of the provisions of these T's&C's by the other party is only effective if it is in writing and shall not be construed as a waiver of any succeeding breach or default of the same. No failure or delay by a party in exercising any right or remedy provided under the T's&C's or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. Force Majeure

Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations (other than payment and indemnity obligations) if, and to the extent that, the failure or delay is caused by any acts, events, omissions or accidents beyond its reasonable control ("Force Majeure") and the time for performance of the obligation, the performance of which is affected by such Force Majeure, shall be extended accordingly.

15. Assignment and Other Dealing

Driiveme may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under these T&C's and may subcontract or delegate in any manner any or all of its obligations under these T&C's to any third party or agent.

The Client shall not, without the prior written consent of Driiveme, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these T's&C's

16. Notices

16.1 Method

Any notice or other communication given to a party under or in connection with these T's&C's shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or commercial courier.

16.2 Receipt

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 16.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

16.3 Proceedings

The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

17. Severance

If any provision or part-provision of these T's&C's is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the T's&C's.

If any provision or part-provision of these T's&C's is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Variation

Except as set out in these T's&C's, no variation of these T's&C's, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing by Driiveme.

19. Non-Solicitation

The Client shall not (except with the prior written consent of Driiveme) employ, solicit or entice away from Driiveme any employee or consultant engaged by Driiveme in the provision of the Movement Services (the "Prohibited Conduct") other than by means of an advertising campaign open to all-comers and not specifically targeted at such employees or consultants of Driiveme. The Prohibited Conduct shall not be engaged in for the term of the agreement

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between the two parties or for a period of 12 months after termination or expiry of the agreement between the two parties (howsoever caused).