



DESIGNATED DRIVER SERVICE AGREEMENT

I, THE CUSTOMER SIGNED BELOW, AGREE TO HIRE JOY GROUP MARBELLA SL (TRADING AS PROBUDDY) ("The Company"), TO PROVIDE DESIGNATED DRIVING SERVICES OF MY VEHICLE AND I AGREE TO THE TERMS IN THIS AGREEMENT:

1. CUSTOMER'S VEHICLE IS LEGAL, INSURED AND IN SAFE DRIVABLE CONDITION.

CUSTOMER REPRESENTS AND WARRANTS THAT AS OF THIS DATE:

1. Customer is the rightful owner, lessee or caretaker of the vehicle being transported;
2. The vehicle has a fully comprehensive insurance policy that covers the designated driver provided by The Company;
3. The vehicle's ITV/MOT (or other required certificate of roadworthiness) is current and the vehicle has a current road tax certificate (where applicable);
4. The vehicle is in good working condition, compliant with applicable laws, and has no unsafe defects or conditions;
5. The vehicle contains no contraband, substance, or other items which are illegal or dangerous for transportation.

2. DRIVER MAY REFUSE SERVICE.

Company may refuse to provide service to Customer or any other person at any time if, at The Company's sole discretion, providing such service would be unsafe or undesirable. Customer and passengers agree to behave in a legal, safe, and civil manner.

3. CUSTOMER WILL PAY FOR THE SERVICES AND ANY FEES, CHARGES, OR FINES.

Customer will pay the quoted fare at the time of pick-up and must also pay any additional expenses and fees, including but not limited to: (i) fuel costs, if fuel tank is insufficient for the journey in The Company's sole discretion; (ii) towing or other emergency roadside expenses resulting from mechanical failure of the vehicle; (iii) parking fees; and any other fee, fine, or expense relating to the contents of the vehicle, inspection, insurance, or any expenses whatsoever relating to The Company's operation of the Customer's vehicle.

4. COMPANY IS NOT LIABLE FOR ANY LOSS, INJURY, DEATH, OR DAMAGES.

CUSTOMER EXPRESSLY RELEASES THE COMPANY AND ITS AGENTS FROM ANY AND ALL LIABILITY, except gross negligence or willful misconduct, WAIVES ITS RIGHT TO INITIATE A LAWSUIT OR OTHER LEGAL PROCEEDING against The Company, its managers, employees, contractors, or agents, for injury, death, or property damage that may arise from usage of The Company's designated driving services.

5. CUSTOMER ASSUMES ALL RISKS.

Customer assumes all risks associated with usage of The Company's designated driving services, including but not limited to vehicle accidents, injury, death, property damage, and insufficient insurance coverage for damages or claims. Customer agrees to be personally liable for all such risks. Customer authorizes The Company to seek emergency medical care if deemed necessary during

transport and authorizes The Company to leave the vehicle locked and parked at a health care facility in the event of an emergency.

6. CUSTOMER WILL INDEMNIFY, DEFEND & HOLD HARMLESS THE COMPANY.

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS, and extends the same protection to the Company’s managers, employees, contractors, or agents, from and against any and all losses, liabilities, damages, fines, penalties, expenses, and lawyer’s fees arising from any breach of the representations, warranties or covenants contained in this Agreement.

7. CUSTOMER AGREES TO ARBITRATE IN THE EVENT OF A DISPUTE.

Notwithstanding the limitations of Sections 4, 5, and 6, CUSTOMER AGREES TO MANDATORY, BINDING ARBITRATION for any controversy, claim, or matters in question arising from usage of The Company’s designated driving services or from this Agreement, contract, or otherwise, pursuant to the rules promulgated by the consumer arbitration system in Spain (Sistema Arbitral de Consumo) and in effect on the date of this Agreement.

8. THIS AGREEMENT WILL BE BINDING ON CUSTOMER’S FAMILY, HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVES.

9. THIS AGREEMENT WILL APPLY TO AND BE BINDING UPON ALL CUSTOMER’S FUTURE USE OF THE COMPANY’S SERVICES, WITHOUT SIGNING ANOTHER CONTRACT.

10. CONTRACT SCOPE AND JURISDICTION

Your contract with The Company is made under the terms and conditions detailed in this document and is subject to Spanish Law and jurisdiction. This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and expressly terminates any and all prior agreements and understandings, whether written or oral. No term of this agreement may be waived, modified or amended without a writing executed by both parties. If any term of this agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement will continue in effect.

I, THE CUSTOMER, AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT & HEREBY PROVIDE PERMISSION FOR THE DRIVER PROVIDED BY “THE COMPANY” TO DRIVE THE VEHICLE REQUESTED:

PRINT FULL NAME

CUSTOMER SIGNATURE

DATE

DRIVER’S LICENSE NUMBER

HOME ADDRESS

MOBILE TELEPHONE NUMBER

EMAIL ADDRESS

Do not send news and details of special offers via email