

PRIVATE HIRE OPERATOR & DRIVER AGREEMENT
(Data Cars Limited)

TERMS & CONDITIONS OF SERVICE

1.0 Definitions

- 1.1 "The Firm" / "Us" means Data Cars Limited of 107 Hindes Road, Harrow, Middlesex, England, HA1 1RU (England & Wales company registration number 03793801).
- 1.2 "The Driver" / "You" means the person named in this agreement as –
- 1.2.1 Full name:
 - 1.2.2 Address:
 - 1.2.3 Telephone Number:
 - 1.2.4 Mobile Number:
 - 1.2.5 Email / Other:
 - 1.2.6 Private Hire Vehicle Licence Number:
 - 1.2.7 Private Hire Vehicle Registration Number:
 - 1.2.8 Private Hire Driver Licence Number:
 - 1.2.9 Firm Allocated Driver Number:
- 1.3 "Ancillary Equipment" means any equipment in addition to any listed within this agreement and listed within the Equipment Schedule attached to this agreement. This includes, but is not limited to, any credit or debit card payment equipment, drivers' manuals or other documentation.
- 1.4 "Communication Equipment" means –
- 1.4.1 All telecommunications or navigation equipment (that is to say devices capable of sending and / or receiving data in any form (including, but not limited to, voice telephony, cellular data, wireless data, SMS and MMS messages, digital or analogue radio signals)) hired or otherwise supplied to you in the performance of this agreement and detailed within the Equipment Schedule attached to this agreement.
 - 1.4.2 All mobile telephones of any kind including smartphones, personal digital assistants ("PDA"), Bluetooth devices, satellite navigation systems, radio communication equipment of any kind and any system or device used to communicate information relevant to the business carried on by you or us.
 - 1.4.3 All accessories supplied with or for use with such equipment specified above including, but not limited to, subscriber identity module cards (SIM), solid

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state devices of any format (such as Secure Digital (SD) cards), hands free headsets, earpieces, kits and the components of hands free telephony installations, power cables and charging accessories, cradles and holders, cases and microphones.

- 1.5 “Client” means any person who makes a booking to use the service provided by you.
- 1.6 “Equipment” means collectively all communications or ancillary equipment stated above which is hired to you by us.
- 1.7 “Service” means the conveying, using your own licensed private hire vehicle in the capacity of a licensed private hire driver, of Clients and / or their belongings in accordance with a private hire booking made by, for or on behalf of that Client.

2.0 This Agreement

- 2.1 This is a document establishing the relationship between you, a self-employed licensed private hire vehicle driver, and us, the operator, and sets out the terms of that relationship.
- 2.2 Amongst other matters, this agreement also sets out-
 - 2.2.1 The nature of the relationship.
 - 2.2.2 Your obligations to us in respect of the hire and use of equipment.
 - 2.2.3 Your obligations to us in respect of payments to be made in consideration of the hire of the equipment.
 - 2.2.4 Your obligations in respect of the observing relevant law.
 - 2.2.5 What we agree to do for you.
 - 2.2.6 When and how this agreement can be terminated.
- 2.3 It is very important that you read this document carefully and ensure you properly understand it. Once signed this document constitutes a legally binding agreement between you and us.
- 2.4 Notwithstanding reference to other documents or policies to which this agreement refers, you agree that this agreement represents the totality of our relationship.
- 2.5 This agreement supersedes all previous agreements.

3.0 No Employment Contract

- 3.1 You shall at all times under this agreement be a self-employed individual who performs the service of conveying fare paying clients and / or their belongings from

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collection point to destination point in response to a private hire booking made with us by the client, their agent or representative.

- 3.2 You agree that nothing in this agreement amounts to or is intended to bring about an employment type relationship between you and us and that as such, subject to the requirements to give us reasonable notice of your intention to do so, you may bring to an end this agreement at any time and can in the course of the agreement at your sole discretion determine when you wish to provide the service by the means prescribed.
- 3.3 In signing this agreement you acknowledge you understand that as a result of the nature of this agreement you are solely responsible for the payment of any due income tax, national insurance and any deductions of any kind that are to be made from your earnings and that we have no role in the administration of the business that you carry on.

4.0 The Driver As Principal

- 4.1 When providing services to clients who have made individual private hire bookings through us and who pay to you their fare in cash or by credit card transaction, you act as principal and we act as your agent concluding contracts with clients for a service that you will provide.
- 4.2 It shall be your responsibility to collect payments from the client for the service.
- 4.3 We are not liable for unpaid fares.

5.0 The Driver As Agent

- 5.1 When providing services to clients who make payments on account to us, you shall act as our agent in the performance of the service.
- 5.2 You may from time to time be offered to undertake account work as our agent. It is expected that you will not unreasonably refuse to take on a reasonable amount of such account work. In those instances we will collect from the client the cost of the journey and remit to you the fare minus any reasonable deductions.
- 5.3 In any event, the firm reserves the right to determine what amounts to a reasonable deduction.

6.0 Respective Obligations

- 6.1 We shall, communicate to you primarily using an internet-based mobile software application, which we agree to license to you and for which you agree to pay for a user licence, information as to available services which you will undertake as principal.

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- 6.2 With the exception of services where you have agreed to act as our agent, such as the aforementioned account work, you shall at your sole discretion accept a service and perform your service for the client therein.
- 6.3 Subject to clause 6.2 above, you agree to perform and complete a minimum of 15 individual service jobs per calendar month.
- 6.4 You acknowledge and accept when acting in the capacity of our agent you will be held liable for any act or omission attributable to you that results in our loss of any account.
- 6.5 You agree that any queries regarding an account job you have performed as an agent must be raised, using the firms' website portal and prescribed form alone, within 5 calendar days of the jobs completion. We reserve the right to reject any query not complying with this clause.

7.0 Time Limits on Service Provision

- 7.1 You agree not to offer or supply services continuously for more than 12 hours within any given 24-hour period.
- 7.2 You agree to have a minimum 48-hour rest period where you have offered or supplied services of 12 hours in any given 24-hour period on 6 consecutive occasions.
- 7.3 You agree not to perform any services of over 40 miles in the remaining 2 hours whilst offering or supplying services for 12 hours within a 24-hour period.

8.0 Absence & Notice of Absence

- 8.1 You agree to indicate, using the firms' website portal alone and giving notice of not less than 48 hours, periods of up to 21 calendar days during which you do not intend to perform any service. Upon notifying us you do not intend to perform services we will provide you with an acknowledgement that we have received your notice. We will not be deemed to have been served notice until you have received this acknowledgement.
- 8.2 You agree to notify us periods during which you are unable to provide services as a result of unforeseen circumstances, such as illness, as soon as is practicable using the firms' website portal. Upon notifying us you cannot perform services we will provide you with an acknowledgement that we have received your notice. We will not be deemed to have been served notice until you have received this acknowledgement.

9.0 Exclusivity

- 9.1 For the duration of this agreement you agree not to enter into any agreements of a similar nature with any other provider of private hire services or to perform for such parties' services which may result in damage to the business carried on by us.

- 9.2 You further agree and it shall be a condition of this agreement that you do not hold at any time a private hire operator licence.

10.0 Termination

- 10.1 We reserve the right to terminate this agreement for any reason at any time by giving you 48 hours' notice of our intention to do so.
- 10.2 We reserve the right to terminate this agreement with immediate effect should you breach any term of this agreement that purports to be a condition.
- 10.3 You may terminate this agreement by giving 48 hours' notice of your intention to do so and returning to us the equipment that we hired to you. Your obligation to pay for the hire of the equipment will end only once it is returned to us.
- 10.4 We reserve the right to treat this agreement as being at an end as soon as you notify us that you do not intend to or cannot provide your service for a period of 21 consecutive calendar days or more. Should you wish to continue to provide your service after this period, we reserve the right to require you to conclude a new agreement with us.

11.0 Insurance & Optional Motor Insurance

- 11.1 You agree at all times to maintain in respect of your business as a private hire driver and vehicle service all necessary insurance policies which insure against all risks to you, the vehicle and any third parties. These include but are not limited to a policy of motor insurance as required by Part IV of the Road Traffic Act 1988 and Private Hire Vehicles (London) Act 1998.
- 11.2 We may at our sole discretion offer you the option of motor insurance coverage under our fleet insurance policy in consideration of the payment of an agreed fee.
- 11.3 The provision of motor insurance coverage under clause 11.2 above is conditional upon-
- 11.3.1 You satisfying any and all of our applicable terms and conditions for the supply of that coverage.
- 11.3.2 You agreeing to any and all applicable requirements for the supply of that coverage indicated by our insurance underwriters including but not limited to-
- 11.3.2.1 The installation within your vehicle of a Smart Witness Camera.
- 11.3.2.2 The organisation by you for the installation of a Smart Witness Camera with a designated engineer.

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11.3.2.3 The meeting of all costs by you for the installation of a Smart Witness Camera.

11.4 We reserve the right to withdraw any offer or coverage provided under clause 11.2 above at any time for any reason.

11.5 You agree that we reserve the right to terminate this agreement should you at any time for any reason fail to have in place valid insurance.

12.0 Licensing & Other Obligations

12.1 You agree that at the time of signing this agreement and throughout the period that this agreement shall remain in force and that it shall be a condition of this agreement that you comply with all relevant private hire licensing law provisions and will continue at all times to ensure that you hold all necessary licences and permits to carry on your business as a private hire driver and vehicle service.

12.2 You agree that at all times you shall maintain your vehicle in a state fit for use as a private hire licensed vehicle and that at all times it is available to provide services it shall remain in such a state.

12.3 You agree that at all times you, at your own expense, shall present a suitable professional appearance as a private hire licensed driver and that you agree to comply with our policies (including any handbooks) which may specify requirements from time to time.

12.4 You agree to abide by all and any other law, by-laws, rules, regulations or terms and conditions (including those relating to communication equipment) that relate to the performance of the service or the equipment used in the performance of the service and acknowledge that you are familiar with the nature of private hire services and that you are prohibited under any a circumstances from plying for hire or touting. This means you must not-

12.4.1 Draw attention to yourself as being available for hire.

12.4.2 Whether in a vehicle or not, make any act or gesture which accompanies a conversation with a member of the public suggesting you are available for hire without a prior booking having been made by the appropriate private hire licensed operator.

12.4.3 If you are approached by a member of the public, whilst sat in your vehicle, do otherwise than direct them to the appropriate licensed private hire operators' operating centre or present them with a business card bearing the contact details for the aforementioned operator for them to make a booking.

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12.4.4 Accept bookings from anyone other than your licensed private hire operator.

12.4.5 Allow any member of the public to enter your vehicle for the purposes of receiving licensed private hire services without first having received a confirmation of booking from your licensed private hire operator.

12.5 You confirm you understand and accept that any service provided without a confirmed booking allocated by a licensed private hire operator is illegal.

13.0 Private Hire Driver Licence & Optional Safe-Keeping

13.1 We may at our sole discretion offer you from time to time the option for us to safe-keep your original private hire drivers licence documentation.

13.2 The provision of the safe-keeping facility under clause 13.1 above is conditional upon you satisfying any and all of our applicable terms and conditions for the supply of that facility.

13.3 We reserve the right to withdraw any safe-keeping offer or facilitation.

14.0 Private Hire Vehicle Licence & Optional Safe-Keeping

14.1 We may at our sole discretion offer you from time to time the option for us to safe-keep your original private hire vehicle licence documentation.

14.2 The provision of the safe-keeping facility under clause 14.1 above is conditional upon you satisfying any and all of our applicable terms and conditions for the supply of that facility.

14.3 We reserve the right to withdraw any safe-keeping offer or facilitation.

15.0 Display of Private Hire Vehicle Licence(s)

You agree and it shall be a condition of this agreement that, at all times when your vehicle is being used for the performance of private hire services under this agreement, you will ensure that your private hire licence discs are properly displayed on the windscreen and rear window of your vehicle or as otherwise required under clause 12.1 above.

16.0 Display of Firm Signage

You agree, subject to clause 12.1 above, to display upon request any of the firms' signage supplied to you by the firm during the term of this agreement.

17.0 Data Protection Act 1998

17.1 You agree to abide by all relevant principles and duties set out in in the Data Protection Act 1998 and acknowledge that you will not record, store, impart or use by any means any details of any clients or passengers that may become known to you.

- 17.2 You agree that any information transmitted to you in order to perform a service for a client can be used solely for the performance of that service and only during the time in which that service is being performed. This means you are not permitted to contact a client once a service has been completed and will not attempt to do so.
- 17.3 You agree that should there be a need to contact a client once a service has been completed you will only do this through the firms control room.
- 17.4 By signing this agreement you acknowledge that you understand that a failure to comply with the requirements of the Data Protection Act 1998 can result in an offence being committed and criminal prosecution.

18.0 Hire of Communications & Ancillary Equipment

- 18.1 We agree to hire or license to you for your sole use the communications and ancillary equipment listed in the Equipment Schedule until the termination of this agreement.
- 18.2 We reserve the right to make changes to the equipment supplied to you from time to time and to change the terms on which it is hired or licensed to you.
- 18.3 You acknowledge that at all time we continue to retain ownership of the equipment and that you will not seek to sell, hire, charge, pledge or otherwise supply or dispose of the equipment hired to you to a third party and accept that to do so would be to breach this agreement.
- 18.4 Charges for Equipment Hire
- 18.4.1 It shall be a condition of this contract that in consideration of us hiring to you the equipment listed in the Equipment Schedule, you agree to pay to us a basic weekly rental of £12 per week (from Monday 00.00 to Sunday 23.59) or part thereof in arrears for as long as the equipment remains in your possession.
- 18.4.2 The only exception shall be during periods of less than 21 calendar days during which you are not working and of which we have notice, when the rental shall be reduced to £5 per week or part thereof. If you decide that you do not intend to work for a period of less than 21 calendar days and do not give notice of this you will be charged the minimum rental of £12 per week or part thereof.
- 18.4.3 Should you decide that you do not intend to work for a period of more than 21 calendar days you must return the equipment to us.
- 18.4.4 We shall have the sole discretion to determine the rates of hire, which may vary from week to week, and we will notify you of the formula used to calculate these charges.

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18.4.5 We reserve the right to change the upper and lower limits on the charges for hire and the formula used to calculate the charges for hire.

18.5 Circuit Fee Charges

18.5.1 It shall be a condition of this contract, in conjunction with clause 18.4 above, that you agree to pay to us an additional weekly circuit fee where you act as an agent for so long as any equipment listed in the Equipment Schedule remains in your possession. The method for calculating the circuit fee owed is as follows-

18.5.1.1 You will be liable to pay a maximum of £148 per week subject to the deduction of the value of weekly services you have provided as an agent in the given week.

18.5.1.2 If the value of weekly services you have provided as an agent exceeds the maximum of £148 per week in a given week no circuit fee will be due.

18.6 Collection & Return of Equipment

18.6.1 Equipment must be collected and returned by you in person, and may not be collected or returned by an agent or third party acting on your behalf, to us between the hours of 09.00 and 17.00 Monday to Friday.

18.6.2 We will refund the deposits only to you.

18.7 Deposits

18.7.1 You agree that before the equipment is hired to you, you will pay to us a deposit of £200. You accept that from time to time, as and when alternative or higher value equipment is hired to you, you may be required to provide a larger deposit.

18.7.2 You agree that we shall be permitted to retain this deposit in full should you terminate this agreement within 3 months of its commencement.

18.7.3 After a period of 3 months, subject to clause 10 above, we agree that we will return your deposit to you upon the return of all equipment listed in the Equipment Schedule and upon being satisfied following inspection of the equipment that it is in good working order.

18.7.4 You agree that we shall be permitted to retain the deposit in full where no written claim for its return is received by us from you within 3 months of all equipment being returned to us in accordance with clause 18.7.3 above.

18.7.5 We reserve the right to set-off against your deposit any monies owed to us by you at the end of this agreement.

18.8 Property in Communications & Payment Equipment

18.8.1 This agreement is not a contract for the sale of communications equipment and as such by signing this agreement you acknowledge that you understand that we retain ownership of any and all equipment supplied by us to you.

18.8.2 This agreement is not a contract for the sale of any credit or debit card payment equipment and as such by signing this agreement you acknowledge that you understand that VeriFone (UK) Limited (or other such 3rd party service provider as specified from time to time) retain ownership of any and all equipment supplied by them to you.

18.9 Risk

You agree that in the first instance you bear the risk of all loss, theft, accidental or malicious damage to all of the equipment hired to you and will be liable to reimburse us for the full cost of its replacement in the following amounts:

(i)	In Car Power Lead	-	£15.00
(ii)	Mains Power Lead	-	£10.00
(iii)	VeriFone Card Machine	-	£200.00
(iv)	Smart Witness Camera	-	£149.99

19.0 Use of Equipment

19.1 You agree to use all equipment hired to you in accordance with terms and conditions under which that equipment is supplied by the relevant service provider.

19.2 You agree that you will at all times take all reasonable steps to safeguard the equipment and ensure you are familiar with its operation and with any terms or conditions set out by third parties (including the service providers) relating to its proper use.

19.3 You agree that you will only use the equipment hired to you solely for the purpose of communicating with us and will not use the equipment for making telephone calls, the transmission or receiving of data or the transmission or receiving of messages of any kind beyond that requirement.

19.4 You agree that you will be liable for any damage caused to the equipment as a result of a failure to use it in accordance with the terms of the agreement.

20.0 Jurisdiction

This agreement is governed by and subject to the laws of England & Wales.

21.0 Signatures

Signed on behalf of Data Cars Limited (the "Firm") –

.....

Print Name-

.....

Date-

.....

Signature of the "Driver" –

.....

Print Name-

.....

Date-

.....

SCHEDULE OF EQUIPMENT

The following equipment has been hired to the driver named in the agreement to which this Schedule is attached.

The driver must inspect each item so as to be satisfied that it has been supplied in good condition and in good working order.

The driver must initial each item to confirm that the item has been received and inspected.

The firm must also initial each item to confirm that it has been supplied to the driver.

Item:	Driver (Signature):	On Behalf of the Firm (Signature):
(1) In Car Power Lead
(2) Mains Power Lead
(3) VeriFone Card Machine
(4) Smart Witness Camera

VeriFone Card Machine Details:

IMEI Number	-
PTID	-

Smart Witness Camera Details:

Serial Number	-
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