

Service Agreement Between Self-Employed Driver, “Ride Tech Limited”, and “Taxis Limited T/A Ride Taxis”

DEFINITIONS

- “TP”: A company incorporated in Ireland (No.790301), with its registered office at, 6 Fern Road, Sandyford Business Park, Dublin 18, D18 FP98.
- “PHO”: A company incorporated in the United Kingdom (No.14567725), with its registered office The Motor House, New Street, Nelson, Lancashire, England, BB9 8JW.
- “SED”: A natural person or legal entity approved by the “TP” (via application to the “PHO”) in the United Kingdom and bound by these Terms. This includes any individual holding a valid Private Hire Vehicle or Hackney Carriage Driver’s licence, authorised to provide Passenger Transport Services through the “TP” Driver App.
- “Licensing Authorities”: Local authorities authorised to issue private hire or hackney carriage licences, as referenced by the “PHO.”
- “Client”: Any person or organisation booking Passenger Transport Services via the “TP” platform.
- “Passenger”: A person being transported by an “SED” following a booking accepted through the “TP” platform.
- “Passenger Transport Services”: Transport of a Passenger from pick-up to destination in a Vehicle operated by an “SED.”
- “Vehicle”: One or more vehicles assigned to an “SED”’s account for use in providing Passenger Transport Services.
- “Driver App”: The mobile application licensed by “TP,” used by “SED” s to offer and accept transport jobs.
- “Driver Charges”: Subscription charge for access to the “TP” platform.

Terms and Conditions:

Please review these terms carefully before you accept them.

These Terms form the full-service agreement between:

1. **The Self-Employed Driver (“SED”)**
2. **Ride Tech Limited (“TP” – Technology Provider)**, in relation to the “SED” providing passenger transport services via the TP platform
3. **Taxi Limited (“PHO” – Private Hire Operator)**,
* As the licensed Private Hire Operator (“PHO”), is required to comply with all relevant licensing regulations, the “PHO” must fulfil responsibilities in relation to each booking:
4. **Invite the Booking:** Make facilities available for a “Client” to request “Passenger Transport Services.”
5. **Accept the Booking:** The “PHO” is legally responsible for accepting the booking from the client. The contract for the journey is between the “Client” and the “SED” not the “PHO.”
6. **Dispatch the Vehicle and Driver:** The “PHO” is responsible for assigning a licensed driver and vehicle to the booking. This includes the decision on which driver and vehicle will complete the journey.

Note on Execution of Agreement:

This Service Agreement does not require signature by any party to be valid or binding. The “TP” has issued this agreement to the “PHO,” and the “PHO” has been instructed to make it available to each “SED,” either in soft or hard copy. Any “SED” may also request a copy directly from the “TP” and “PHO” at any time.

1. NATURE OF RELATIONSHIP

- 1.1. The “PHO” is not obliged to offer work to the “SED,” and the “SED” is not obliged to accept any work offered. Either party may suspend or terminate access to the platform or services at any time, without reason or liability. The “SED,” or anyone using their account, may decline any journey at their discretion.
 - 1.1.1. The “PHO” may prioritise “SEDs” with a history of higher acceptance rates when the Driver App is active.
 - 1.1.2. For certain clients or pick-up areas, the “PHO” may require vehicles to display branded livery.
- 1.2. The “PHO” may offer two types of work through the Driver App:
 - 1.2.1. Pre-booked journeys (e.g., scheduled airport pickups)
 - 1.2.2. ASAP journeys (near-immediate local pickups)
- 1.3. While “SED” is not required to accept any specific work, by accessing the platform the “SED” agrees to:
 - 1.3.1. Ensure punctual arrival for pre-booked journeys.
 - 1.3.2. Maintain passenger safety throughout the journey.
 - 1.3.3. Ensure the vehicle used is fully licensed, roadworthy, insured, and compliant with all applicable laws and safety standards.
 - 1.3.4. Be fully liable for any loss or damage arising from actions or inactions by themselves, subcontractors, or drivers using their account.
 - 1.3.5. Cooperate with complaint handling when requested by the “TP” or “PHO” and cover any costs resulting from a breach of the Terms by the “SED.”

2. CREATING AN ACCOUNT

- 2.1. Before being able to use the Driver App, “SED” must create an account with the “TP”. The “TP” will provide log-in details for the “SED” and (if different) any driver(s) registered to the account. Drivers shall use their own personal log-in details to log in to the Driver App.
- 2.2. To create an account, “SED” must provide the following information: bank details; VAT number (if applicable); legal name (corporate name of legal entity, trading name of sole trader) and company number (if legal entity). For Drivers who are added to the account (whether “SED” himself or herself or a third party), “SED” must provide the following information: date of birth; private hire vehicle or hackney carriage driver’s license number and issuing authority; NI number (required to demonstrate the right to work in the UK); UTR number (if applicable); private hire vehicle or hackney carriage license; driving license; in date insurance policy; any such other information as may be reasonably required by “TP”.
- 2.3. Account Suspension or Termination – Key Grounds
Subject to Section 1.1, which allows either party to terminate the service without reason or recourse, the “TP” or “PHO” may suspend or revoke an account at any time. The following non-exhaustive list may give rise to an exercising of rights under the relevant sections:
 - 2.3.1. Non-compliance or Misconduct by “SED”
 - 2.3.2. Providing false or fraudulent information
 - 2.3.3. Breach or suspected breach of the Terms
 - 2.3.4. Use of unlicensed or unauthorised drivers or vehicles
 - 2.3.5. Failure to meet required service standards
 - 2.3.6. Inactive Driver App for 30+ days (may trigger reaccreditation)

2.4. Financial or Operational Issues

- 2.4.1. "SED" undergoing bankruptcy, liquidation, or similar proceedings
- 2.4.2. Arrears in licence or equipment hire fees

- 2.5. These points outline the main grounds for action, but both "TP," "PHO," and the "SED" retain the right under Section 1.1 to suspend or terminate the agreement at any time, without cause or liability.

3. CONDITIONS OF USE FOR THE DRIVER APP

- 3.1. The "TP" grants the "SED" a non-exclusive, non-transferable, revocable weekly licence to access the Driver App and related work opportunities, solely for business use and subject to these Terms. The weekly licence fee is set by the "TP"'s prevailing tariff and is payable by the "SED". The applicable tariff will be communicated to the "SED" via the Driver Credit Sheet, which is issued or made available by the "TP."
 - 3.1.1. The "SED" must not misuse the Driver App and must ensure that any authorised Driver linked to their account also complies. Misuse includes, but is not limited to:
 - 3.1.2. Accessing the app using false or fraudulent identity information
 - 3.1.3. Attempting to access the app through another "SED"'s account or bypassing security measures
 - 3.1.4. Allowing unauthorised third parties to access the "SED"'s account
 - 3.1.5. Copying, distributing, reverse-engineering, modifying, hacking, or creating derivative works based on the Driver App.
- 3.2. The "TP" reserves the right to amend, suspend, or withdraw the Driver App at any time and for any reason.

4. PAYMENT

- 4.1. The "PHO," acting as an intermediary under its operator license's, facilitates the invitation and acceptance of bookings for Passenger Transport Services via the Driver App. All contracts for such services are between the "Passenger" and the "SED" accepting the work.
- 4.2. For account work (where "Client" is invoiced and pay in arrears), the "PHO" will invoice the "Client" on behalf of the "SED" and remit the proceeds to the "SED," less the subscription fee charged by the "TP." The "PHO" may also charge "Client" a service fee, which it may retain.
- 4.3. For credit card payments, the "TP" or "PHO" may provide processing services to the "SED." A processing fee (percentage-based) may apply at the sole discretion of "TP" or "PHO."
- 4.4. The "TP" raises "Driver Charges" to the "SED" for use of its platform in connection with work accessed through the Driver App (see point 1.2 for types of work), regardless of the payment method used by "Passenger."
- 4.5. The "TP" reserves the right to withhold payments to the "SED" if there is suspicion of non-compliance or fraud, pending the outcome of an investigation.
- 4.6. The "TP" makes no income guarantees to the "SED". Payment depends entirely on the volume of work completed using the intermediary services.
- 4.7. The "SED" is fully responsible for complying with all relevant tax obligations related to Passenger Transport Services, including those arising from Drivers or staff working under their account. The "SED" will indemnify the "TP" and/or "PHO" for any liabilities, costs, or penalties resulting from failure to meet these obligations.

5. PASSENGER TRANSPORT RATES

- 5.1. The tariffs that are charged to Clients who buy Passenger Transport Services are shown on the Driver App for individual journeys.

6. NO AGENCY RELATIONSHIP WITH THE "TP"

- 6.1. "SED" warrants that it is an independent contractor in business on its own account. The "TP" acts as an intermediary between "SED" and Clients, providing a platform through which "SED" can enter contracts for the provision of Passenger Transport Services to Clients. The "PHO" is the agent of the "SED" for the limited and sole purposes of the regulated activity of making provision for the invitation and acceptance of bookings for a private hire vehicle and (where applicable) invoicing and credit control for account work and/or the processing of credit card payments.

7. DATA PROTECTION AND PRIVACY

- 7.1. Any personal data that “SED” supplies to the “TP,” whether relating to “SED” (if a natural person) or any Driver, will be used in accordance with the “TP” data protection Privacy Policy.
- 7.2. “SED” agrees to take such steps as are necessary to comply, and to assist the “TP” to comply, with all applicable obligations under data privacy legislation including but not limited to the General Data Protection Regulation, including ensuring that personal data of Clients and Passengers is only processed in a manner consistent with the legislation, is not used for any unauthorised or unlawful purpose (including any Driver contacting any Client or Passenger for any reason other than the provision of the Passenger Transport Services), is stored safely and securely, and is not retained for any longer period than necessary to comply with legal obligations

8. INTELLECTUAL PROPERTY RIGHTS, LICENSE

- 8.1. The “TP” / “PHO” is the exclusive owner of all (intellectual property) rights relating to the words / device marks. All intellectual property rights of any nature vesting in the Driver App together with the underlying software code are exclusively owned by the “TP” / “PHO.”

9. AVAILABILITY OF DRIVER APP, DISCLAIMER OF WARRANTIES

- 9.1. The “TP” will use reasonable efforts to always make the Driver App available (but is under no obligation to do so). However, “SED” acknowledges the Driver App is provided over the internet and the quality and availability of the Driver App may be affected by factors outside the “TP” reasonable control.
- 9.2. The “TP,” its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Driver App, or any difficulty in downloading or accessing content, or any other communication system failure which may result in the Driver App being unavailable.
- 9.3. The “TP” will not be responsible for any support or maintenance of the Driver App.
- 9.4. To the maximum extent permitted by law, the “TP” hereby disclaims all implied warranties regarding the Driver App. The (software of the) Driver App is provided "as is" and "as available" without warranty of any kind.

10. EQUIPMENT REQUIREMENTS INCLUDING DRIVER APP

- 10.1. “SED” is responsible for providing all necessary tools and equipment to perform the Passenger Transport Services, including the Vehicle, fuel for the Vehicle (whether supplied by the “SED” or a Driver engaged or employed by “SED”). “SED” is responsible for the servicing and maintenance of the Vehicle
- 10.2. “SED” must equip each working Vehicle with a dedicated personal digital assistant device on which to host the Driver App, and chip and pin credit card reader, which equipment may be hired from the “PHO” from week to week in accordance with the “PHO” tariff of equipment hire fees prevailing from time to time.
- 10.3. The version of the Driver App software may be upgraded from time to time to add support for new functions and services.

11. LIMITATION OF LIABILITY

- 11.1. The “TP” shall not be liable for any direct, indirect, punitive, exemplary, or consequential losses or damages arising from the actions or inactions of any Driver, Client, or Passenger.
In particular, the “TP” is not liable for: Any loss resulting from unauthorised or fraudulent use of a “SED”’s account by a third party. Any failure to meet its obligations under these Terms due to circumstances beyond its control Any damage to the “SED”’s or Driver’s equipment (e.g., mobile devices or computers) resulting from the installation or use of the Driver App
- 11.2. Nothing in these Terms limits or excludes “TP”’s liability where such limitation or exclusion is not permitted under applicable law.

12. TERMINATION

12. Any party may terminate this Agreement at any time and for any reason, without cause, by providing notification to the other parties. Upon termination, the terminating party shall have no further obligations under this Agreement except as otherwise expressly provided.

13. MISCELLANEOUS PROVISIONS

- 13.1. For any complaints, questions, or lost & found items, contact the “PHO” or “TP” via the provided communication channels.
- 13.2. These Terms shall be governed by and construed in accordance with the laws of Ireland
- 13.3. Any dispute, controversy, or claim arising out of or relating to this agreement, including its breach, shall be resolved by arbitration administered by the International Centre for Dispute Resolution under its International Arbitration Rules:
- 13.3.1. The arbitration will be conducted by one arbitrator in Dublin, Ireland.
 - 13.3.2. The proceedings will be held in English.
 - 13.3.3. The arbitrator’s decision is final and binding.
 - 13.3.4. Each party will bear its own legal costs, unless the applicable law allows the arbitrator to award costs to the prevailing party.
 - 13.3.5. Arbitration shall be the sole and exclusive remedy, unless the “SED” objects and gives formal notice within one month of “TP” invoking this clause, claiming the right to resolve the dispute through the courts.
- 13.4. The courts of Ireland retain exclusive authority over disputes relating to the validity, enforceability, or applicability of the arbitration agreement.
- 13.5. If any provision of these Terms is found to be unlawful, void, or unenforceable, it shall be severed without affecting the remaining provisions.
- 13.6. The “SED” may not assign this agreement without prior written consent from the “TP.”
- 13.7. Nothing in these Terms restricts the “SED” or any Driver from offering services to third parties, including competitors of the “TP.” Drivers may keep other apps open and simultaneously choose whether to offer services to other platforms while using the Driver App.