



GENERAL TERMS AND CONDITIONS FOR DRIVERS OF (24 HOURS CRAYFORD CARS LTD)

“Acceptance” The stage in the booking process where you agree to a Booking.

“App” The application software, iCabbi Driver App, provided by us, available for download from the Apple Store and Google Play.

“Booking” A confirmed Booking Request following Acceptance.

“Customer” A client of 24 Hours Crayford Cars Ltd seeking and/or obtaining Transportation Services.

“Fare” The charges incurred by a Customer for Rides (in addition to other applicable fees).

“PHV” Private hire vehicles (PHVs) encompass various vehicle types such as minicabs, executive cars, limousines, and chauffeur services. The term ‘PHV’ is used throughout these terms to encompass all such vehicles.

“Ride” The journey undertaken by a Customer.

“Service” Any of the services outlined in these Terms, including the Booking Services provided by us and the Ride facilitated by you.

“Transportation Services” The service that We engage to provide to Customers for Rides and to fulfill their Booking. “us”, “we” or “our” refer to 24 Hours Crayford Cars Ltd at 26 Station Road, Crayford, Dartford, DA1 3QA.

“you” You, identified as a licensed PHV Driver.

1. Introduction

1.1. We are 24 Hours Crayford Cars Ltd, operating from 24 Hours Crayford Cars Ltd at 26 Station Road, Crayford, Dartford, DA1 3QA. TFL Public Carriage Operator number **6058**

1.2. As the PHV Operator, we confirm our commitment to entering into a contractual obligation as the primary party with the individual making the private hire booking, to provide the Ride specified in the Booking.

1.3. These terms and conditions (the “Terms”) govern your use of the ICabbi Driver App, which forms part of the 24HRCCL booking and dispatch system utilized by us. As a Driver, you will receive job assignments from our controllers, which you can accept or decline using the ICabbi Driver App.

1.4. Prior to using the ICabbi Driver App, we request that you carefully review these Terms. They outline how we will provide you with sign-up details for the ICabbi Driver App, how you will receive job assignments, the procedures for modifying or terminating your access to the ICabbi Driver App, steps to take in case of issues, and other essential information.

1.5. Upon initial registration to work with us, you must acknowledge and accept the terms and conditions outlined in these Terms. By doing so, you agree to abide by the obligations set forth in these Terms.

1.6. A copy of these Terms can be found on our website at <https://24hourscrayfordcars.co.uk/>

1.7. For any inquiries, you can reach us via email at 24hrcrayfordcars@crayford-cars.co.uk.

1.8. If we need to contact you, we will do so via telephone or in writing, using the contact details provided by you during the Driver application process.

1.9. In these terms, references to “writing” or “written” include emails and communications sent via SMS text.

2. The Reservation Service

2.1. We hold a private hire vehicle operator license # **6058** issued by TFL. This license permits us to accept bookings for PHVs from customers via our telephone service or through our website <https://24hourscrayfordcars.co.uk/> in accordance with Regulation 9(14) of the Private Hire Vehicles (London) (Operators' Licenses) Regulations 2000.

We provide you (the Driver) with bookings to fulfill according to customer specifications.

2.2. Provided you comply with these terms, we grant you a limited, non-sub-licensable, non-exclusive, non-transferable, revocable license to: (i) use the ICabbi Driver App and (ii) access and use any content, information, and related materials necessary to complete the service.

2.3. To receive booking requests, you must:

Enable location data on your device so we can verify your proximity to the customer;

Update your availability status on the driver app; and

Provide any other required information.

2.4. If you're nearby and available, we may, at our discretion, send you booking requests. We're not obligated to do so.

2.5. If you choose to accept a booking request, you can do so within the ICabbi Driver App. You must respond within a specified time frame (approximately 20 seconds or as otherwise stipulated by us).

2.6. After accepting the booking request, we will provide you with certain customer information, including the customer's name and pickup location, through the ICabbi Driver App.

3. Your Responsibilities

3.1. Upon agreeing to these terms and throughout your use of any aspect of the ICabbi Driver App, you must:

1. Be 21 years of age or older.
2. Possess valid proof of identity.
3. Hold a valid national insurance number.
4. Hold a valid UK driving license appropriate for the vehicle used for booking requests.
5. Hold both a valid private hire driver license and a valid private hire vehicle license issued by the relevant licensing authority.
6. Possess a V5C registration certificate (log book) for the vehicle used for bookings.
7. Maintain a valid MOT for the vehicle used every six months.
8. Have appropriate insurance coverage for the vehicle.
9. Maintain any other consents, licenses, permits, approvals, authorities, and insurance documents required by us for licensed private hire drivers (collectively, "Driver Requirements").⁴

3.2. To ensure compliance with the Driver Requirements and our regulatory obligations, you must provide us with copies of the necessary documents and regularly update them. We reserve the right to review these documents periodically, and failure to provide or maintain them constitutes a serious breach of these terms.

3.3. Throughout the contract for booking services, you must:

1. Execute bookings with care, skill, and diligence.

2. Provide all necessary equipment and vehicles at your own expense.
3. Ensure the vehicle used for bookings is not older than 10 years.
4. Maintain the vehicle in a clean and sanitary condition.
5. Ensure the vehicle complies with all relevant laws and regulations regarding emissions.
6. Keep the vehicle in safe and roadworthy condition.
7. Maintain all necessary consents, licenses, permits, and approvals.
8. Adhere to applicable laws, regulations, and industry codes.
9. Follow health and safety regulations.
10. Avoid actions that could jeopardize our licenses or permits.
11. Fulfill any additional obligations we may stipulate.

3.4. You must promptly notify us if you encounter an incident or emergency while fulfilling a booking request, such as a flat tire, accident, or breakdown.

3.5. You are prohibited from contacting customers or using customer information for any purpose other than completing bookings. You agree to abide by all data protection laws.

3. General Driver Responsibilities and Limitations

4.1. You are solely responsible, at your own expense, for arranging your own internet or mobile data service to access the ICabbi Driver App. You must use a portable electronic device that meets the minimum technical requirements for the app. You acknowledge and accept the risks associated with internet use, including its public accessibility. We are not liable for the quality of the internet service or any damages resulting from its misuse, including unauthorized access, malicious actions, or cyber-attacks.

4.2. You must refrain from:

* Using the ICabbi Driver App unlawfully, for illegal purposes, or in a manner inconsistent with these terms, or engaging in fraudulent or malicious activities, such as hacking or inserting harmful code.

* Infringing our intellectual property rights or those of any third party in connection with your use of the 24HRCCL Application.

* Transmitting any material that is defamatory, offensive, or objectionable through the 24HRCCL Application.

* Using the 24HRCCL Application in a way that could harm our systems, compromise security, or disrupt other users.

* Collecting or harvesting information from the 24HRCCL Application or our systems, or attempting to decipher transmissions to or from the Booking Services servers.

4.3. You are responsible for keeping your Driver Number and Password confidential and secure. Do not share your password with third parties or allow them access to the ICabbi Driver App. Notify us immediately if your account is accessed without authorization or if you suspect any unauthorized use.

4.4. If you download the ICabbi Driver App onto a device not owned by you, you must obtain the owner's permission. You are responsible for complying with these terms regardless of device ownership.

4.5. You agree to:

* Not rent, lease, sublicense, loan, or otherwise provide the ICabbi Driver App or Booking Services to others.

* Not disclose your password to third parties or allow them access to the ICabbi Driver App or other services.

* Not copy the ICabbi Driver App or Booking Services except for normal use or necessary backup.

* Not modify or combine the ICabbi Driver App or Booking Services with other programs without permission.

4.6. The ICabbi Driver App is not tailored to meet your individual requirements.

4.7. You must promptly inform us of any third-party claims against us resulting from your actions, providing relevant details for verification or legal defense.

4.8. You agree to comply with all applicable laws when using the ICabbi Driver App, limiting its use to legitimate purposes. You are prohibited from transporting illegal or dangerous goods or engaging in disruptive, inconvenient, or illegal conduct during booking completion. You may be required to provide identification, and refusal may result in denial of access to the ICabbi Driver App.

5. Exclusion from Access

5.1. We retain the right to exclude you from accessing the ICabbi Driver App, either temporarily or permanently, in whole or in part, at our sole discretion and without providing a reason. Typically, this action would be taken in the event of a significant breach, such as substantial failure to fulfill your legal or contractual obligations, or if your actions raise doubts about your reliability.

5.2. A significant breach encompasses severe violations of these terms and any other terms or policies we may provide, or the cancellation of an acceptance without reasonable cause and failure to provide satisfactory proof of such cause when requested by us.

6. Your Association with Us

6.1. These terms do not establish an employment contract, thus you are fully responsible for and obligated to indemnify us for any income tax, National Insurance, social security contributions, or other liabilities arising from your performance of booking services, where recovery is legally permissible. You shall also insure us for any reasonable costs, expenses, penalties, fines, or interest incurred due to such liabilities.

6.2. You acknowledge and agree that:

1. You are responsible for determining the most effective, efficient, and safe method for completing bookings.
2. You have sole discretion over when and for how long you utilize the ICabbi Driver App and/or the booking services, except in cases where we terminate our relationship with you.
3. We do not offer exclusive booking services to you, and you do not have exclusive access to these services.
4. As the provider of booking services, we maintain relationships with various licensed private hire drivers without favoring any particular driver.
5. Your ability to offer services to other entities or individuals is not restricted, whether or not you are actively using the booking services or the ICabbi Driver App.

7. Ride Cancellations

7.1. After accepting a booking, you may only cancel it under specific circumstances. You commit to fulfilling the booking in good faith, striving to minimize unnecessary ride cancellations before reaching the customer's destination.

7.2. We reserve the right to cancel a booking after your acceptance if:

1. You request cancellation due to an incident or emergency, such as a flat tire, accident, breakdown, or any situation endangering your safety.
2. You notify us that you have waited at the pick-up location for 10 minutes or more after the designated arrival time indicated by the ICabbi Driver App.

We will inform you of any cancellations resulting from a Driver Request using your preferred communication method.

7.3. You acknowledge that a customer may cancel a booking request at any time after acceptance. We will promptly notify you if this occurs.

8. Pricing and Payment

8.1. Upon accepting a booking request, you may incur charges from the customer. As compensation for accessing and using the Booking Services and ICabbi Driver Application, we levy a commission based on the ride.

8.2. Before sending a booking request to you, customers receive a fare estimate generated by the 24HRCCL Booking Application using specific algorithms. While we strive to ensure accuracy, we do not guarantee that the estimate will always be precise.

8.3. The final fare charged to the customer is determined by our PHV fare calculation method, taking into account factors such as distance, ride duration, and applicable tolls or congestion charges.

8.4. In exchange for allowing you to use the ICabbi Driver App and provide booking services, you agree to pay us a commission for each completed booking.

8.5. We reserve the right to adjust the commission rate at any time, notifying you via email. Your continued use of the app and booking services after such changes implies consent.

8.7. Once we receive all payments from the customer for a booking, we will transfer the fees due to you into your provided bank account, deducting any owed commissions.

8.8. You will receive a weekly statement by email outlining completed bookings and amounts owed to you after commission deductions. Payments will be transferred electronically within 7 working days.

8.9. Any tips or gratuities collected from customers belong to you, and we do not charge commission on these.

8.10. If a customer requests a change in destination or route, the original fare estimate becomes invalid. We will provide a new estimate, and the final fare and commission will be based on the actual ride taken.

8.11. Airport barrier charges, parking fees, and congestion charges are included in the quoted fare to the customer. You are responsible for paying these charges, and we do not apply commission to them.

9. Our Liability to You, Responsibility, and Disclaimers

9.1. While completing a ride, you are expected to conduct yourself respectfully. As outlined in section 6, you are accountable for any fines, cautions, prosecutions, or sanctions resulting from your behavior.

9.2. We cannot guarantee the identity of any customer. We advise you to exercise caution at all times. If you have reasonable doubts about a customer's identity, you may request identification.

9.3. You are solely responsible for your interactions with customers and others. You are liable for any damage to a customer's property caused by your willful, negligent, or reckless actions.

9.4. We do not assume responsibility for or provide insurance coverage for your personal belongings. We bear no liability for theft or loss of property belonging to you or others.

9.5. Our liability is not excluded or limited where such limitation would be unlawful. This includes liability for negligence leading to death or personal injury, fraud, or breach of your legal rights related to the 24HRCCL Booking Application.

9.6. Our total liability to you is limited to 120% of all sums paid to us for the rides related to the breach(es) resulting in your claim(s).

9.7. In addition to other liability limitations in these terms, we bear no liability for:

1. Unaccepted booking requests or incomplete bookings.
2. Losses or damages suffered by parties other than you in connection with your use of the ICabbi Driver App.
3. Losses that could not reasonably be expected from our negligence or breach of these terms.
4. Business-related losses such as profit, revenue, or employment, unless due to our failure to perform obligations with reasonable care.
5. Any other losses or damages you incur in connection with the Booking Services, except for our failure to meet obligations with reasonable care and skill.

9.10. You agree to indemnify us against all liabilities, costs, expenses, damages, and losses arising from:

1. Failure to meet driver requirements.
2. Breach, negligent performance, or non-performance of these terms.
3. Enforcement of these terms.
4. Claims by third parties, including customers, regulators, and authorities.

10. If Any Issues Arise

10.1. For any inquiries or grievances regarding the ICabbi Driver App or the Booking Services, please reach out to us. Our operational center team is available 24/7 at 01322558888.

10.2. If you believe there is an error in the calculation of your commission, inform us via email (refer to clause 1.7) within 24 hours of receiving the Driver Statement. We will conduct a thorough investigation with your cooperation, and our decision on the matter will be final. Failure to notify us within the specified timeframe or to provide necessary assistance and

information will be deemed as acceptance of the Driver Statement and the commission outlined therein.

11. Intellectual Property Rights

11.1. You are not permitted to replicate, rent, lease, sell, modify, or sublicense any part of the ICabbi Driver App Platform, whether in whole or in part. Decompiling, disassembling, or reverse engineering any component of the ICabbi Driver App is also prohibited.

12. Confidential Information

12.1. You commit to refraining from utilizing any technical, financial, strategic, or other confidential information concerning our business operations, including but not limited to the ICabbi Driver App and any data protected as trade secrets.

12.2. You are prohibited from using, storing, or disclosing any details about other customers provided to you through the ICabbi Driver App, such as names, pickup locations, contact details, and photos, for any purpose other than outlined in these terms.

13. Term and Cessation

13.1. You have the option to terminate your license for using the ICabbi Driver App and the agreement for Booking Services at any time by:

- permanently removing the app from any of your devices and/or deactivating your account.

13.2. Besides barring you from utilizing the ICabbi Driver App as outlined in section 5, we retain the right to conclude or suspend (at our discretion) your license for using the ICabbi Driver App and the agreement for Booking Services by written notice if:

1. You violate these terms significantly.
2. You fail to meet or no longer hold any or all of the Driver Requirements.
3. You withhold any commission (or other payment) owed to us and fail to make payment within 14 days of reminder.
4. You fail to provide necessary information for setting up your driver record or providing Booking Services.

13.3. Without affecting any other rights or remedies, we may terminate our agreement with you and your license for using the ICabbi Driver App with immediate effect.

13.4. If we terminate your license for using the ICabbi Driver App and the agreement for Booking Services, for any reason (including termination of our contract with you):

1. You must cease all activities permitted by these terms, including your use of the app and Booking Services.

2. You must settle any outstanding sums owed to us.

14. Miscellaneous Terms

14.1. You are not permitted to transfer the ICabbi Driver App to any other individual. We grant you personal rights to use the App and Booking Services. Transferring the App or Booking Services to another party, whether for financial gain or otherwise, is prohibited. If you sell a device containing the App, you must uninstall it.

14.2. Amendments to these Terms: We may need to modify these Terms to comply with legal changes, industry standards, or to accommodate new features. We will strive to provide you with at least 7 days' notice of any changes via email or notification within the App. If you do not agree to the proposed changes, you may continue using the App and Booking Services under the existing terms, but certain features may be restricted.

14.3. No third-party rights: The license for the App and the Booking Services is solely between you and us. No other individual has the right to enforce any of its terms.

14.4. Severability: If any part of this contract is deemed illegal by a court, the remaining clauses will remain valid and enforceable.

14.5. Delay in enforcement: Our failure to immediately enforce any provision of these Terms or to take action against a violation does not waive our right to enforce such provision or take action in the future.

14.6. Survival of terms: Any provisions intended to survive termination of the license for the App and/or the contract for Booking Services will remain in effect.

14.7. Events outside our control: If our provision of the App and/or Booking Services is delayed due to circumstances beyond our control, we will notify you promptly and take necessary steps to minimize the impact. We will not be liable for delays caused by such events, but you may choose to terminate your license with us if there is a significant risk of delay.

14.8. Applicable law and jurisdiction: These Terms are governed by English law, and any legal proceedings related to the App and Booking Services may be brought in the English courts.

The terms and conditions underwent their most recent review on May 2nd, 2024.