GENERAL TERMS AND CONDITIONS FOR DRIVERS

DELTA CARS LIMITED

"Acceptance"	The point in the booking process where you accept a Booking.
"App"	The software application provided by us CMS Driver App which is downloaded from the Apple Store and Google Play.
"Booking"	A confirmed Booking Request following Acceptance.
"Customer"	A customer of Delta Cars Limited who seeks and/or obtains Transportation Services.
"Fare"	The amounts that a Customer is charged for Rides (in addition to other applicable fees)
"PHV"	Private hire vehicles (PHVs) include a range of vehicles such as minicabs, executive cars, limousines and chauffeur services. The term 'PHV' is used throughout these terms to refer to all such vehicles.
"Ride"	The journey that a Customer makes.
"Service"	Any of the services described in these Terms including the Booking Services provided by us and the Ride provided by you.
"Transportation Services"	The Service that We contract to provide to Customers for Rides and to fulfil their Booking
"us", "we" or "our"	Delta Cars Limited registered in England and Wales 08479495 and our registered office is at Basement 314 Kilburn High Road, London, NW6 2DG
"you"	You as a licensed PHV Driver.

1. Introduction

1.1. We are Delta Cars Limited registered in England and Wales 08479495 and our registered office is at Basement, 314 Kilburn High Road, London NW6 2DG

1.2 We as the PHV Operator affirm that We shall enter into a contractual obligation as principal with the person making the private hire booking to provide the Ride, which is the subject of the Booking.

1.3. These are the terms and conditions (the "Terms") which apply to your use of the CMS Driver App which is part of the CMS booking and dispatch system that we use. As a Driver, you will be sent jobs by our controllers, which you will accept or reject using the CMS Driver App

1.4. We ask that you read these Terms carefully before you use the CMS Driver App. These Terms set out how we will provide you the sign-up details for the CMS Driver App, how you will receive jobs, how you and we may change or end your right to use the CMS Driver App and what to do if there is a problem and other important information.

1.5. When you first register to work with us, you are required to acknowledge and accept the terms and conditions as set out in these Terms and in doing so, you agree to adhere to your obligations arising under these Terms.

1.6. A copy of these Terms can be requested by email to info@deltatransfers.co.uk and are also available on our website at www.delttransfers.co.uk

1.7. Should you need to contact us, you may do so by e-mail at the address info@deltatransfers.co.uk or by phone on 0207 624 5000

1.8 If we have to contact you, we will do so by telephone or in writing, using the details which you provide to us when applying to be a Driver for us.

1.9. When we use the words "writing" or "written" in these terms, this includes emails and communications made via SMS text.

2. The Booking Service

2.1. We are the holder of a private hire vehicle operator licence issued by TFL #8749
This licence allows us to accept Bookings in for PHVs made to us by customers using our telephone service or by email booking in Regulation 9(14) of the Private Hire Vehicles (London) (Operators' Licences) Regulations 2000 (the 2000 Regulations)

We provide you (the Driver) with the Bookings for you to complete in line with the customer requirements.

2.2. Subject to your compliance with these Terms, we grant to you a limited, non-sub-licensable, non- exclusive, non-transferable, revocable, licence to: (i) access and use the CMS Driver App and (ii) access and use any content, information and related materials that may be made available to complete the Service.

2.3. In order for us to provide you with Booking Requests, you will be required to:

Enable use of location data sent from your devices, so that we can check whether you are in the vicinity of the Customer who has submitted a Booking Request;

Update your status on the App, so that we can check that you are available; and

Provide such other information that we may require from time to time.

2.4. If you are in the vicinity of the Customer and are available, we may, in our absolute discretion, provide you with Booking Requests. We are not obliged to provide you with any Booking Requests.

2.5. If you wish to accept a Booking Request, you may do so within the CMS Driver App. Please be advised, you must respond to the Booking Request within a certain length of time (approximately 20 seconds or for such other time limit as we may stipulate from time to time) following the time that Booking Request is shown on the App.

2.6. Following your Acceptance of the Booking Request, we will send to you, through the CMS Driver App certain information relating to the Customers name and pick-up location.

3. Your Obligations

3.1. You shall from the date you agree to these Terms and for the duration of your use of any aspect of the CMS Driver App:

1. be 21 years of age or older;

2. hold valid proof of your identity;

3. hold a valid national insurance number;

4. hold a valid UK driving licence with the appropriate level of certification required to drive the vehicle used to complete a Booking Request;

5. hold:

i. a valid private hire driver licence; and

ii. a valid private hire vehicle licence,

as issued by the relevant licensing authority for you and for the vehicle you use.

6. hold a V5C registration certificate (log book) for the vehicle used to complete a Booking as applicable;

7. hold a valid MOT for the vehicle used;

8. hold a valid and appropriate insurance policy for the vehicle used

9. hold any and all other consents, licences, permits, approvals, authorities and insurance documents that we may reasonably require you to hold from time to time as a licensed private hire driver,

(together, the "**Driver Requirements**").

3.2. To ensure your compliance with the Driver Requirements, and to allow us to comply with our regulatory requirements, you must provide us with copies of the documents, consents, licences, permits, approvals, authorities and insurance documents referred to in this section 3. You must also submit to us copies of all updated or renewed versions of such documents. We shall be entitled on request to review such documents, consents, licences, permits, approvals, authorities and insurance documents from time to time, and your failure to provide or maintain any of these documents shall constitute a serious breach of these Terms.

3.3. You shall from the date you agree to these Terms and for the duration of the contract for Booking Services:

1. Complete the booking with care, skill and diligence in accordance with good industry practice;
2. provide all equipment (including any devices), tools, vehicles and such other items, at your own expense, as are required to complete the booking
3. ensure that the vehicle used to complete the booking that is not older 10 years old;
4. maintain the vehicle used to complete the booking in a clean and sanitary conditions;
5. maintain the vehicle used to complete the booking complies with all laws, regulations and standards applicable in England and Wales from time to time relating to vehicle emissions;
6. maintain the vehicle used to complete the booking in a safe, roadworthy and good operating condition;
7. hold and at all times maintain all consents, licences, permits, approvals and authorities which may be required to complete the booking;
8. comply with all applicable laws, regulations, governmental and/or regulatory policies, guidelines or industry codes which may apply to complete the booking
9. observe all health and safety rules and regulations that apply to complete the booking
10. not do or omit to do anything which may cause us to lose any consent, licence, permit, approval or authority on which we rely for the purposes of conducting our business; and
11. comply with any additional obligations we set out from time to time.

3.4. You shall immediately notify us, if you have accepted a Booking Request and are involved in an incident or emergency, for example you suffer a flat tyre, an accident, or a breakdown (see section 7).

Driver Emergency Line	0207 624 5000

3.5. You shall not contact any Customer or use any information relating to any Customer provided through the CMS Driver App or as part of the Booking Services for any reason other than for the purposes of completing the booking. You agree to adhere to all data protection laws.

4. General Driver Obligations and Restrictions

4.1. You shall at all times and at your own expense, be responsible for arranging your own internet or mobile data service in order to access the CMS Driver App. You are responsible for using a portable electronic device with the minimum technical requirements in order to use the CMS Driver App. You acknowledge and accept the risks associated with use of the internet, including the fact that the internet is a publicly accessible network. We cannot be held liable for the quality of the Internet service, and/or any damage resulting from its misuse including but not limited to any forms of illegitimate accessing, malicious actions or cyber-attacks.

4.2. You must not do any of the following:

- use the CMS Driver App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the CMS Driver App or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of the CMS Application;
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the CMS Application;
- use the CMS Application in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Customers; and
- collect or harvest any information or data from the CMS Application or any of our systems or attempt to decipher any transmissions to or from the servers running the Booking Services.

4.3. You are responsible for keeping your Driver Number and Password confidential and secure. You must not provide the password to third parties, or allow any third parties to access the CMS Driver App or any other services. You must inform us immediately via the appropriate e-mail address (see 1.7) if a third party uses your Account without authorization. In particular, you are obliged to inform us of any loss, theft or misuse of your password or smartphone or other device on which you use the App, or any other unauthorized use of your CMS Driver Account, password or other personal identification features. If you know or suspect that any of the above has happened, you must immediately notify us (a "**Stop Notice**").

4.4. If you download the CMS Driver App onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the device.

4.5. You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the CMS Driver App or the Booking Services to any person;
- not divulge the password to third parties, or allow any third parties to access the CMS Driver App or any other services.
- not copy the CMS Driver App or the Booking Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security; and
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the CMS Driver App, or Booking Services nor permit the CMS Driver App or the Booking Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Booking Services on devices as permitted in these Terms.

4.6. The CMS Driver Applications has not been developed to meet your individual requirements.

4.7. You undertake to notify us promptly, and to provide us with all relevant details, if any third-party asserts any claims against us due to your violation of any rights, to the extent that this information is required for any legitimate reason such as verification and/or legal defence purposes.

4.8. You agree to comply with all applicable laws when using the CMS Driver App. Any use of the CMS Driver App shall only be for legitimate purposes. You are not permitted to transport or cause the transportation of any illegal or dangerous goods. When completing a booking request, you will not cause disturbance, discomfort, inconvenience or material damage, nor participate in any other illegal conduct, either in relation to the Driver or any third-party. In some circumstances, you may be asked to provide evidence of identification. You accept that you may be denied access to or use of the CMS Driver App if you refuse to present such documentation.

5. Exclusion from Use

5.1. We reserve the right to exclude you from the use of the CMS Driver App, temporarily or permanently, in whole or in part, without cause and in our absolute discretion. We would normally do so in the case of your material breach (i.e. substantial failures or violations) of your legal or contractual obligations, or where any of your actions have caused us to doubt your reliability.

5.2. A material breach includes, but is not limited to, severe violations of these Terms and/or such other terms and policies made available by us from time to time, or the cancellation of an Acceptance without a reasonable cause and without giving satisfactory proof of the reasonable cause when requested by us to do so.

6. Your Relationship With Us

6.1. These Terms do not constitute a contract of employment and accordingly you shall be fully responsible for and shall indemnify us for and in respect of:

1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Booking Services, where the recovery is not prohibited by law. You shall further indemnify us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

6.2. You agree and acknowledge that:

1. you are responsible for determining the most effective, efficient and safe manner to carry out the Booking;
2. you retain the sole right to determine when and for how long you use the CMS Driver App and/or the Booking Services (subject to any termination by us of our relationship with you pursuant to clause 13);
3. we do not exclusively provide the Booking Services to you and you do not have exclusive access to the Booking Services;
4. we as the provider of the Booking Services have ongoing relationships with other licensed private hire drivers. We have no particular loyalty or preference to one driver over any other driver (see 2.7);

5. we do not limit or restrict your ability to provide any services (competing or otherwise), to any other entities and/or persons, whether or not if you are actively using the Booking Services and/or the CMS Driver App.

7. Cancellations

7.1. Following Acceptance, you may cancel a Booking only in certain circumstances. You agree to fulfil the booking in good faith, which shall mean to prevent where possible, any unnecessary Ride cancellations / cancellations of Rides prior to reaching the Customer's destination.

7.2. We may, at our absolute discretion, cancel a Booking following Acceptance by you if:

1. you request that a Booking is cancelled because of an incident or emergency, for example a flat tyre, an accident, or a breakdown, or any event where your safety may be at risk for any reason; or

2. you inform us that you have waited at the pick-up location for 10 minutes or longer following the arrival time indicated through the CMS Driver App,

(each a "**Driver Request**").

3. We will notify you where we decide to cancel any Booking based on a Driver Request by your chosen communication method.

7.3. You agree and acknowledge that a Customer may cancel a Booking Request at any time following Acceptance. We will inform you if this happens in a timely manner.

8. Price and Payment

8.1. Following your Acceptance of a Booking Request, the Customer may pay you directly. You will accept the payment on behalf of the Us the Operator. We charge a commission to you, which is dependent on the Ride.

8.2. Prior to sending a Booking Request to You, a Customer is provided with an estimate of the Fare (see below). This estimate is calculated in accordance with specific algorithms applied by the CMS Booking Application based on a range of criteria (the "Fare Estimate"). Though we take care to ensure the Fare Estimate reflects the actual Fare that a Customer may ultimately owe for any given Ride, we do not warrant that the Fare Estimate shall always be correct.

8.3. The Fare eventually charged to the Customer shall be determined in accordance with our PHV Fare calculation method according to various factors including:

- the distance between the pick-up location and the destination;
- the duration of the Ride including waiting time; and
- Tolls or charges for barrier entry and congestion charges

(the "**PHV Fare**")

2. We reserve the right to change how we calculate the PHV Fare at any time. If we decide to change how we calculate the PHV Fare we shall notify via e-mail. If you continue to use the CMS Driver App and the Booking Services following a change in how we calculate the PHV Fare, you shall be deemed to have consented to such change.

3. The PHV Fare shall be notified to you through the CMS Driver App. For the purposes of this section 8, the PHV Fare does not include any Fees (as defined below)

8.4. In consideration of us allowing you to use the CMS Driver App and provide you with the Booking Services, you agree to pay us a commission (the "**Commission**") for each completed Booking.

8.5. We reserve the right to change the level of Commission at any time. If we decide to change the level of Commission we shall notify you by e-mail. If you continue to use the App and the Booking Services following a change in the level of the Commission, you shall be deemed to have consented to such change. The Commission may take into account certain fees payable by the Customer.

8.7. Once we have received all payments relating to a Booking from the Customer, we will facilitate the payment of the all fees due relating to that Booking to you on behalf of the Customer into the bank account details you provided when you opened your Account (or such other bank account as you notify to us from time to time). We reserve the right to deduct any Commission payments owed by you to us from any payments that we should make to you, even when the Customer has not paid for any given Ride.

8.8. We will provide you with a weekly statement (the "**Driver Statement**") by e-mail. The Driver Statement will set out details of the Bookings you have completed during the previous week and the sums due to you less Commission. We will facilitate payment of these sums (as set out in the Driver Statement) to you by electronic bank transfer within 10 working days of providing you with the Driver Statement.

8.9. Any tips or gratuities collected by you from the Customer shall belong to you. We do not charge Commission on such tips and gratuities.

8.10. If a Customer asks you to change the destination or asks you to change your route in any way, for example, by asking you to make an unscheduled stop, pick- up or drop-off, the original Fare Estimate provided to the Customer shall no longer be valid. We will notify the Customer of the new Fare Estimate and we will charge the Customer the Fare for the actual Ride Taken, rather than for the journey as indicated in the original Booking Request. The Commission payable by you for that Booking will be calculated on the basis of the final Fare.

8.11 Airport Barrier Charges, Car Parking and Congestion Charges will be included in the Fare quoted to the Customer. It is the Driver responsibility to pay these charges and we will not charge commission on these charges.

9. Our Liability to You, Responsibility and Disclaimers

9.1. When completing a Ride, you are expected to behave civilly and in accordance with section 6 you are responsible for any fines, cautions, prosecutions and/or other sanctions imposed on you arising from your conduct.

9.2. We do not guarantee that any Customer is who they claim to be. We recommend that you exercise due diligence at all times. You may, for example, request identification from the Customer should you have reasonable cause to doubt they are the same individual whose name you are provided through the Booking Services.

9.3. You are solely responsible for your own interactions with Customers and/or anyone else. You shall be responsible for the cost of repair for damage to, or necessary cleaning of, a Customer's property resulting from your wilful, negligent and/or reckless actions causing damage to and/or the requirement to clean a Customer's possessions.

9.4. We are not responsible for, nor shall we procure insurance in respect of, any of your personal belongings with you. We shall have no liability to you in any way, under contract, tort, misrepresentation, breach of statutory duty, restitution or otherwise for any theft or loss of property belonging to you or anyone else.

9.5. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes our liability for:

1. death and/or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

2. fraud or fraudulent misrepresentation; and

3. for breach of your legal rights in relation to the CMS Booking Application.

9.6. Our total liability to you shall be limited to 125% of all sums paid and payable by you to us for the Rides in relation to which the breach(es) resulting in your claim(s) arise(s).

9.7. in addition to the limitations of our liability provided elsewhere in these Terms, we shall have no liability to you in any way (under contract, tort, misrepresentation, breach of statutory duty, restitution or otherwise) for any of the following:

1. any Booking Request that has not been accepted and/or any Booking that does not complete for any reason;
2. any loss, damage, costs, expenses or liability suffered by anyone other than you in connection with your use of the CMS Driver App;
3. any losses that could not reasonably be expected to result from our negligence or breach of these Terms;
4. any loss of profit, loss of revenue, loss of business, loss of employment, business interruption, or loss of business opportunity to your business or the business of your employer or any other person (whether or not such loss could be reasonably expected to arise as a result of our negligence or breach of these Terms); or
5. any other loss, damage, costs, expenses or liability that you suffer in connection with the Booking Services, save to the extent that we fail to perform our obligations to you with reasonable care and skill.

10. If There Is A Problem

10.1. If you have any questions or complaints about the CMS Driver App or the Booking Services, please contact us. You can telephone our operating centre team 24 hours a day, seven days on 0207 624 5000

10.2. If you think we have calculated your Commission incorrectly, you must notify us by email (see clause 1.7) within 24 hours of our sending the Driver Statement to you and we will investigate the matter further. You shall provide us with your reasonable assistance and provide us with any and all information that we may reasonably request in order that we can investigate the matter. Any decision that we reach in relation to this investigation shall be final. If you fail to notify us within 24 hours of our sending the Driver Statement to you and/or if you fail or unduly delay our request for assistance and/or information, you shall be deemed to have accepted the Driver Statement and the Commission due to you (as set out in that Driver Statement).

11. Intellectual Property

11.1. You are prohibited from copying any element of the CMS Driver App Platform, be it entirely or partially, and from renting it, leasing it or selling it, or processing it or otherwise modifying it, or from sub-licensing it. You are prohibited from decompiling, disassembling or reverse engineering ("**Reverse Engineering**") any element of the CMS Driver App.

12. Confidentiality

12.1. You agree not to use any technical, financial, strategic or other proprietary and confidential information relating to our business and operation including but not limited to the CMS Driver App, including information protected as business secrets.

12.2. You may not use, store, disclose or permit disclosure of any information about another Customer made available to you in connection with your use of the CMS Driver App, including the name, pick-up location, contact information and photos disclosed to you by us for your own use or for any purpose other than as contemplated under these Terms.

13. Term and Termination

13.1. You may end your licence to use the CMS Driver App and the contract for Booking Services at any time by

- permanently deleting the App installed on any of your devices and/or deactivating your Account.

13.2. In addition to excluding you from using the CMS Driver App in accordance with section 5, we may end or suspend (at our absolute discretion) your licence to use the CMS Driver App and the contract for Booking Services at any time by writing to you if:

1. you breach these Terms in a way that we deem material;
2. you fail to meet or cease to hold any or all of the Driver Requirements;
3. you withhold any Commission (or other payment) due to us and you still do not make payment within 14 days of us reminding you that payment is due;
4. you do not provide us with information that is necessary for us to setup your driver record or provide the Booking Services

13.3. Without affecting any other right or remedy available to us, we may terminate our agreement with you and your licence to use the CMS Driver App without cause on giving you not less than 7 days' notice.

13.4. If we end your licence to use the CMS Driver App and the contract for Booking Services, for any reason (which shall include termination of our contract with you):

1. you must stop all activities authorised by these Terms, including your use of the App and the Booking Services;
2. you must pay any and all outstanding sums owed to us; and
3. we may remotely access your devices and remove the App from them and cease providing you with access to the Booking Services.

14. Miscellaneous Provisions

14.1. **You may not transfer the CMS Driver App to someone else.** We are giving you personally the right to use the App and the Booking Services. You may not otherwise transfer the App or the Booking Services to someone else, whether for money, for anything

else or for free. If you sell any device on which the App is installed, you must remove the App from it.

14.2. **Changes to these Terms**. We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will aim to give you at least 30 days' notice of any changes by sending you a message by e-mail or by notifying you of a change when you next start the App. If you do not accept the notified changes you may continue to use the App and the Booking Services in accordance with the existing terms but certain features may not be available to you.

14.3. **Nobody else has any rights under this contract**. The licence for the App and the contract for Booking Services are between you and us. No other person shall have any rights to enforce any of its terms.

14.4. **If a court finds part of this contract illegal, the rest will continue in force**. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

14.5. **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking your licence to use the CMS Driver App and the contract for Booking Services, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.6. **Survival of certain terms after this contract has ended**. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the licence for the App and/or the contract for Booking Services shall remain in full force and effect.

14.7. **We are not responsible for events outside our control**. If our provision of the App and/or the Booking Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your licence to use the App and the contract for Booking Services with us.

14.8. **Which laws apply to this contract and where you may bring legal proceedings**. These Terms are governed by English law and you can bring legal proceedings in respect of the App and the Booking Services in the English courts.

These Terms and Conditions Were Last reviewed March 2023