



Driver Terms & Fees

KEY PRINCIPLES

- ✓ *Kabsky LTD owns the rights to the Driver App through which you are connected with the Clients. The Driver App enables you to receive opportunities to provide private-hire Trips to Clients in the UK.*
- ✓ *Kabsky acts as an agent on behalf of our Drivers Collaborators, Kabsky accepts Clients bookings as a licensed private hire operator for the purposes of private hire legislation and regulation in the UK.*
- ✓ *You, as a Driver Partner, are contracting directly with Clients when you provide them with Rides.*
- ✓ *If you agree to these Driver Terms, you do so as an independent contractor, not as our employee or worker. It is your choice if, when and where you use the Driver App and accept journeys offer from our platform users, the Clients.*
- ✓ *Please read these Driver Terms carefully. They include information as to how you and we may change or end the Driver Terms, what to do if there is a problem and other important information including information about insurance and liability.*
- ✓ *Kabsky Limited's main activity is intermediation of private hire services that need to be provided by you, the Driver (self-employed provider of private hire services) and the customer requesting these private hire services.*
- ✓ *Kabsky Limited will retain their own agent fee out of the total price paid by every customer and the remainder is going to be transferred to the Driver, as stipulated in this agreement.*
- ✓ *The Drivers acknowledge their responsibility for their own business and are the owners of the vehicles used in providing the services. The Driver must not display Kabsky's name, trademarks or logos on its vehicle nor clothing.*
- ✓ *The Driver gives consent to Kabsky Limited to collect personal information and to provide it to the final customers as follows: name, telephone number, badge number. In special cases when a public authority is the final customer, the Driver gives consent to Kabsky Limited to provide copies of their ID and their DBS Check reports.*

PARTIES

[1] Kabsky LTD, a private limited liability company established in the United Kingdom, having its offices at 8 Park Road South, Havant, PO9 1HB ("**Kabsky LTD**", "**we**" or "**us**").

[2] You are an independent person in the business of providing transportation services ("**You**", "**Your**", "**Driver**" "**Driver Partner**" or just "**Partner**")

DEFINITIONS

"**Community Guidelines**" mean the guidelines, as updated from time to time which set expectations of all users of the Kabsky app, both Clients and Drivers.

"**SHUTTLE**" is a trip pooling option that allows two or more Clients unknown to one another to share all or part of a Trip.

TERMS

1. Overview.

- a. These Driver Terms govern the supply of and your use of our technology and services to enable you to provide transportation services ("**Trips**") to users of the Kabsky Client app ("**Clients**"). Using the Kabsky Driver app and booking system ("**Driver Partner App**"), you may receive services enabling you to provide Clients with Trips (see clause 2 below).
- b. You appoint Kabsky LTD (and Kabsky) as your agent for various purposes (see clause 3 below).
- c. Kabsky holds private hire operator licences (or their equivalents) for different regions of the UK and performs all regulatory and associated functions for the benefit of Kabsky LTD. This includes (i) making provision for the invitation and acceptance of bookings and (ii) accepting each Client's booking for the purpose of UK regulations.
- d. By agreeing to the Driver Partner Terms you will be provided access to the Driver Partner App, our software, websites, internal emailing system, payment services and various support services.



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2. Kabsky LTD's Services: In consideration for the Service Fee, as set out in clause 9, Kabsky LTD provides the following services via the Driver App and related technology:

- a. The technology for you to connect and contract with Clients for your provision of transportation services.
- b. Payment collection and payment processing services (including issuing invoices and receipts on your behalf) to charge Fares to your Clients and to pay this into your bank account (Kabsky LTD may engage an affiliate or a third party to provide these services on its behalf)

(together the "Services")

3. Agency Appointment: To ensure that the Driver App works for you, we will be required to do certain things on your behalf, as your agent. They are set out here:

- a. Kabsky LTD will act as your disclosed agent in order to provide the Services (see clause 2 above).
- b. Kabsky is not a party to these Driver Terms. Kabsky acts as your disclosed agent only to communicate your agreement to enter into a contract with a Client.

4. Clients.

- a. When you confirm you want to take a trip request sent to you through the Driver App, your agreement is communicated to the Client by Kabsky (as disclosed agent). This will give rise to a direct contract between you and the Client.
- b. We are not liable for what a Client does to either you or your vehicle. In certain circumstances, a cleaning fee will be charged to a Client on your behalf. The current policy is on our website (as may be amended).
- c. You are responsible for any obligations or liabilities to a Client or third party which may arise from a trip. This includes but is not limited to their safety and wellbeing.

5. Status: By agreeing these Driver Terms, you choose to be self-employed when using the Driver App. These Driver Terms are not an employment agreement, and they do not create an employment or worker relationship between you and us, nor do they create a legal partnership, joint venture or give you the authority to bind us or hold yourself out as our employee, worker, agent, legal partner or authorised representative.

6. Your Obligations:

- a. In order to have and maintain access to the Driver App, you are required to (i) hold and maintain a valid driver's licence and all other required private hire or taxi licences, permits, approvals and authorities applicable to provide Trips, and (ii) comply with all relevant regulatory requirements.
- b. When using the Driver App to provide Trips, you will act in a professional and efficient manner appropriate for a responsible licensed PHV driver. You will provide Trips with due skill, care and diligence including following what you consider to be the most efficient route (unless you agree a different route with the Client).
- c. You will comply with the Community Guidelines.
- d. When you choose to use the Driver App, you will do so in good faith and will not misuse it or attempt to defraud either us or Clients.
- e. You must not display Kabsky's name, trademarks or logos on your vehicle or your clothing.
- f. You may only provide Trips using a vehicle identified on your account with us. Your vehicle must be suitable for use on the Driver App (as may vary from time to time), properly registered, licensed and suitable to use as a private-hire vehicle, and maintained in good condition consistent with industry and legal safety and maintenance standards.
- g. You will be responsible for any surcharges (eg road taxes, congestion charges, tunnel, parking or airport charges), and any taxes and fees that may be incurred as a result of the provision of a trip, unless they are passed on to the Client in accordance with these Driver Terms.
- h. You will provide us with all documentation (including renewals) reflecting the above prior to and during your use of the Driver App, to allow us to review any of this documentation on an ongoing basis.
- i. You will maintain at all times whilst using the Driver App commercial motor insurance (hire and reward insurance) on all vehicles which you use for the duration of these Driver Terms at insurance levels required by applicable law (including the requirements of the Road Traffic Act 1988 and any successor legislation) in accordance with clause 17 below.
- j. You will not contact any Client or otherwise use any of their personal information for any reason other than for the provision of that trip.

- k. Your Driver Partner account is personal to you. It cannot be licensed, shared or modified. You agree to notify us if anyone else has or may have accessed your account and you will keep your login details confidential at all times.
- l. You will comply with these Driver Terms and all applicable laws in your use of the Driver App.

7. Using the Driver App

- a. You are under no obligation to log on or use the Driver App. You can log in to the Driver App if, when and where you choose.
- b. You alone decide if, when, where and for how long you want to use the Driver App and when to take, decline or ignore any Trip request.
- c. There may be geographic restrictions on where you can receive Trips based on your private hire or taxi licence or time limits on how long you can drive consecutively for public safety reasons.
- d. You are entirely free to choose whether or not to drive with or for other companies, including competitors of KabSky. This includes doing so at the same time as when you are using the Driver App (known as 'multi-apping').
- e. When you are scheduled as available, online Trip requests may appear in the Driver App.
 - a. If you are not available to provide Trips, you agree to schedule your availability on your calendar in the Driver App for the times that you wish as you are available. This is because, when Drivers are logged onto the Driver App this can cause Clients and Drivers to have to wait long periods to get Trips.
 - f. You will be given key information in the Driver App about a Trip request before you decide whether to enter into a contract with the Client. This will include the Client's requested destination, pick up location and rating.
 - g. The Client will also be given identifying information about you, including your first name, photo, location and vehicle information.
 - h. A Client is able to schedule a pre-booked Trip with you. You may receive Trip requests from Clients who have requested you specifically. You are able to choose whether or not to take this request. Please see the cancellation policy, as in force from time to time for details on cancelling these bookings.
 - i. You alone will be responsible for choosing the most effective and safe manner to reach the destination, and, except for our provision of the Services, you will need to provide all necessary equipment, tools and other materials in doing so (at your own expense). When providing Trips, you need to abide by any applicable laws, including with respect to Clients with disabilities or service animals.
 - j. Once you have confirmed you are willing to take a Trip request you may still cancel your provision of that Trip, subject to our current cancellation policies.
 - k. After a Trip, you will be asked to provide a rating to your Client, who will also be able to give you a rating. Although you will not lose access to the Driver App due to your rating, Clients will see this in the Client App and it may impact on whether or not they want you to give a Trip to them.
 - l. You will only be charged a Service Fee for using the Services.

8. Fares.

- a. You are entitled to charge a Fare to your Client for each Trip. The "**Fare**" is calculated as a base fare amount plus actual or estimated distance and/or time amounts (subject to this clause 8 and 9.c below). VAT will be added to the fare, if applicable. Fares might vary by day of the week, time of the day, region for collection.
(detailed at www.Kabsky.com/zones or in your Driver App), and may vary depending on local supply and demand, especially in weekends, (known as "dynamic pliable pricing"), and may also be adjusted at our discretion based on local market factors. We will provide you with notice of any change to any base fare or applicable distance and/or time amounts.
- b. The Fare does not include any tip paid by your Client. Clients may pay tips, either directly to you in cash or contactless card machine if you have one in your possession.
- c. Any Trip surcharges incurred by you as part of a Trip (such as road, bridge, ferry, tunnel or airport charges) will be paid for by the Client in addition to the Fare.
- d. After a Trip you can instruct us to charge the Client a lower Fare at your discretion.
- e. Your Fares and other amounts we collect from Clients on your behalf will be remitted to you on at least a weekly basis, less the Service Fee payable under clause 9 below.
- f. Fare adjustments:
 - i. If your Client requests an adjustment to the Fare you have charged for reasons such as an inefficient route having been taken, we will request your authorisation to adjust the Fare accordingly, for which a time limit may apply. You agree that you will consider such requests and shall not knowingly overcharge your Clients.



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- ii. In more serious situations, such as alleged fraud or charges for Trips that did not take place, you authorise us to adjust or completely cancel the Fare or Trip surcharges in our discretion and without checking with you in advance.
- iii. If a Client cancels their trip prior to your arrival, we may charge that Client a cancellation fee on your behalf, which you will receive less the Service Fee.

9. Our Service Fee. Our Service Fee is on a per-trip basis.

- a. The Service Fee is a percentage of the Fare or a cancellation fee (excluding surcharges and tips and all applicable taxes). If applicable, VAT will be added to the Service Fee.
- b. You will pay us the Service Fee in consideration for the use of our Services. Our Service Fee percentage may vary between products, and may be adjusted in our discretion. We will provide you with advanced notice of any change.
- c. Pool: In consideration for the provision of the Pool option, you agree that the Service Fee you pay to Kabsky LTD may vary on a per Fare basis based on Kabsky LTD's success in finding additional Clients to share in all or part of a trip ("POOL Service Fee"). The variable POOL Service Fee will be calculated as a percentage of the Pool Fare in question and will take into account the efficiency and compatibility of the additional Client's anticipated route as part of the trip. Kabsky LTD will calculate the Pool Fare and the Pool Service Fee associated with each trip and will display it to you in the Driver App.
- d. Drivers commission policy per categories, based on the total amount of the fare
Commission for drivers will be:
 - i. Fares under £80 – 10% from the total of the contract
 - ii. Fares between £80 and £120 – 15% from the total of the order/booking
 - iii. Fares over £120 – 20% from the total of the order bookingPayments will be made in accordance with the receiving of the funds from our clients
For contract work (school runs, dedicated accounts) immediately once these are paid by the HCC, usually within the next 10-15 days of the following month.
Airport runs will be paid once the funds are received in full and only within next 48 hours after completion of the journey considering no complaints have been received/recorded from that particular journey/customer.

10. Receipts. At the end of the booking, once payment cleared successfully, we will automatically send an electronic receipt to your Client on your behalf. It will include a breakdown of amounts charged and certain information about you and that trip (including your contact details). If you think a mistake has been made, you should let us know in writing within 3 business days after the trip took place or we will have no further responsibility. Kabsky will also issue an invoice on your behalf to the Client. The invoice will include VAT if you have informed us that you are registered for VAT. The invoice can be downloaded by each user in their Driver /Client portal/account.

11. Taxes. You will comply with applicable law regarding your tax registration, calculation and remittance obligations for your Trips, and provide us on request with all relevant tax information (including any valid VAT numbers belonging to you if the law in your region requires it). You are responsible for your own taxes, including on your own income. Based on applicable tax or regulatory considerations, we may choose in our reasonable discretion to collect and remit taxes applicable to your Trips, and may provide any of the relevant tax information you have given us directly to the applicable tax authorities on your behalf or otherwise. For the purpose of this section, references to "tax" includes VAT, social security contributions and similar charges.

12. Devices. To access the Driver Partner App, you must use your own mobile device. Subject to these Driver Terms, we grant you a personal, non-exclusive, non-transferable, revocable, non-sub-licensable license to install and use the Driver Partner App on your device solely for providing Trips. This license will terminate the moment you permanently stop using our Services.

13. Commencement and Duration. These Driver Terms begin on the date you accept them and will continue until changed, or terminated in accordance with Clause 14.

14. Access to the Driver Partner App.

- a. You are under no obligation to use the Driver Partner App. If you choose to stop, you may do so without needing to give us any notice.
- b. We may temporarily restrict your access to and use of the Driver Partner App. We may do so if there is a suspected breach of Your Obligations (clause 6) including where we receive a serious safety complaint. There may be circumstances in which we are unable to provide you with information about the complaint whilst an investigation is ongoing (either by us and/or a third party such as the police).



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- c. We may terminate these Driver Terms with immediate effect if we conclude that there is a breach by you of these Driver Terms.
15. **Privacy.** We collect, use and disclose information from or about you, the DriverPartner, as described in our Privacy Statement found on our website (currently at <https://kabsky.co.uk/policies>). This includes your location data, which you must provide as a condition of your use of our Services. By using our Driver Partner App or accepting any booking from Kabsky system, you, the Driver Partner, accept the sharing of your contact details with any Client for the purpose of the private hire contract in order to help the Driver and the Client to get in contact while collecting for completing the contracted hire transfer via Kabsky system booking.
16. **Intellectual Property.** We reserve all rights not expressly granted in these Driver Terms. Our Services (including the Driver Partner App), our devices and all data gathered through our Services (including all intellectual property rights in all of the foregoing) are and remain our property and that of our licensor's. You may not use any of Kabsky's names, logos or marks for any commercial purpose except as we expressly allow, nor will you try to register or otherwise use or claim ownership over any of our affiliates' names, logos or marks. You may not copy, modify, distribute, sell or lease any part of our Driver App, Services or data, nor may you reverse engineer or attempt to extract the source code of our software.
17. **Insurance & Accidents.** You will maintain commercial motor insurance (including coverage for usage for hire and reward) on all vehicles which you use for the duration of these Driver Terms at insurance levels required by applicable law (including the requirements of the Road Traffic Act 1988 and any successor legislation). Where you are an independent company or firm providing transportation services you will also maintain the following types of insurance with limits at or above those required by law: *public liability insurance* that provides protection against personal injury and property damage to third parties, and *employer's liability insurance* which covers the cost of compensating employees who are injured at or become ill through work. Within 7 days from our request, you will provide us with copies of any or all of these insurance certificates. We can at any time verify your insurance coverage with insurance providers or third parties and you are required to obtain all consent necessary from any drivers providing Trips on your behalf to allow any relevant third party (such as insurers, brokers and licensing authorities) to verify, provide and/or disclose details of any insurance policy related to you to us or our affiliates. If you are involved in a motor vehicle accident while using our Services that might give rise to an insurance claim, you will need to provide us with all relevant information as soon as possible (not longer than 30 days) and cooperate with our insurers in any investigation of that accident.
18. **Indemnity.** In order to have access to our Services, you agree that you will indemnify, defend (at our option) and hold us and Kabsky and their respective officers, directors and employees harmless from and against all claims, liabilities, expenses, damages, penalties, fines, social security contributions and taxes arising out of or related to your breach of these Driver Terms, your breach of applicable law, or third party claims directly or indirectly related to your Trips or your use of our Services generally.
19. **Disclaimer.** We provide our Services and the Driver App "as is" and "as available," and our Services and the Driver App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications and are not guaranteed to be available or error free or to result in any Trips. We make no representations, warranties or guarantees as to the actions or inactions of the Clients who may request or actually receive Trips from you or the availability of the Services or Driver App.
20. **Limitation of Liability.**
 - a. We are not liable under or in relation to these Driver Terms for any of the following (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise): loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and indirect or consequential loss.
 - b. Nothing in these Driver Terms limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation.
 - c. Subject to Clause 20 (b), our total liability to you shall not exceed the amount of Service Fee paid to or due to us in the 12 months immediately prior to the event giving rise to such claim.
 - d. To the extent permitted by law, we exclude all warranties and disclaim all liability for any act or omission of you or any Client or third party.

21. **General.**

- a. These Driver Terms will apply unless they are changed in the future. We will inform you of any proposed changes that are not provided for in these Driver Terms by e mail and in the Driver App. You will only be bound by such changes on your acceptance of them in the Driver App.
- b. Notices of changes to these Driver Terms will be sent to the email address connected to your account or by posting a message in the Driver Partner App.
- c. Invalidity of any provision in these Driver Terms does not affect the validity and enforceability of the rest of these Driver Terms and such invalid, illegal or unenforceable provision shall be deemed deleted. We may assign, subcontract or transfer these Driver Terms or any of our rights or obligations in them, in whole or in part, without your prior consent (you may not, however, as your use of the Driver App is personal to you).
- d. Terms does not affect the validity and enforceability of the rest of these Driver Terms and such invalid, illegal or unenforceable provision shall be deemed deleted. We may assign, subcontract or transfer these Driver Terms or any of our rights or obligations in them, in whole or in part, without your prior consent (you may not, however, as your use of the Driver Partner App is personal to you).
- e. These Driver Partner Terms and the Clean Air Plan Addendum are our entire agreement with you, and replace all previous agreements relating to your use of the Driver Partner App

There are no third-party beneficiaries to these Driver Terms and they do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term in these Driver Terms.

22. **Dispute Resolution Process.** In the event of any dispute arising out of or in connection with these Driver Partner Terms, the parties agree in the first instance to discuss and consider referring the dispute to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure (or such other procedure as may be agreed). If you do not agree to mediation, we may, in our sole discretion, refer the dispute to mediation at our own cost. Neither of us may commence any court proceedings in relation to any dispute arising out of these Driver Terms until (1) we have agreed in writing not to mediate or (2) at least 28 days has passed since written notice of the dispute is given by either party, provided that the right to issue proceedings is not prejudiced by a delay.

23. **Governing Law and Jurisdiction.** These Driver Terms shall be exclusively governed by and construed in accordance with the laws of England and Wales, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. Except as set forth in Clause 22, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Driver Terms or their subject matter or formation.

By clicking "Yes, I agree", or, depending on your smart-phone device, by using/accepting Kabsky's bookings via email, or directly via our automatically dispatch system you agree to be bound by these Driver Partner Terms.

End