

SUPPLIER AGREEMENT – PRIVATE HIRE SERVICES

(London)

TERMS & CONDITIONS

1. PARTIES

Blacklane Havn UK Ltd of 66 Lincoln's Inn Fields, London, United Kingdom, WC2A 3LH (Company Registration No. 11749648) (the "*Company*")

-and-

..... of

.....
(the "*Supplier*")

2. DEFINITIONS

- 2.1 "Agreement" means this document and incorporates any other agreements, policies or related documents referenced herein.
- 2.2 "Client(s)" means any person who makes a Private Hire Booking, including all associated passengers to that private hire booking, for use of the Service provided by the Supplier.
- 2.3 "Communication Software" means a mobile application, accessed using a Mobile Device, which transmits Private Hire Booking details using telecommunication or navigation software (that is to say software or programs capable of sending and / or receiving data in any form (including, but not limited to, credit or debit card payments, voice telephony, cellular data, wireless data, SMS and MMC messages, digital or analogue radio signals)) licensed or otherwise supplied to the Supplier in the performance of this Agreement.
- 2.4 "Fare(s)" means the money paid by a Client for the provision of a Private Hire Booking and Service.
- 2.5 "Mobile Device(s)" means a portable wireless handheld device that enables connection to a telecommunications network for the transmission and receipt of voice, video or other data and can be used in conjunction with the Communication Software.
- 2.6 "Party" / "Parties" means the Company and Supplier.
- 2.7 "Private Hire Booking(s)" means the same as that defined within section 1(4) Private Hire Vehicles (London) Act 1998.
- 2.8 "Private Hire Licensing Law" means, but is not limited to, the Private Hire Vehicles (London) Act 1998, Private Hire Vehicles (London) (Operators' Licences) Regulations 2000, Private Hire Vehicles (London PHV Driver's Licences) Regulations 2003 and Private Hire Vehicles (London PHV Licences) Regulations 2004.
- 2.9 "Private Hire Operator" means the same as that defined within section 1(1)(b) Private Hire Vehicles (London) Act 1998.
- 2.10 "Private Hire Vehicle(s)" means the same as that defined within section 1(1) Private Hire Vehicles (London) Act 1998.
- 2.11 "Private Hire Vehicle Driver(s)" means the same as that required within section 12 Private Hire Vehicles (London) Act 1998.
- 2.12 "Service(s)" means conveying, using a licensed Private Hire Vehicle supplied by the Supplier in the capacity of a licensed Private Hire Vehicle Driver, of Clients and / or belongings from a collection point to destination point in accordance with a Private Hire Booking made by, for or on behalf of that Client.
- 2.13 "Service Fee(s)" means the money paid by the Company to the Supplier for the Service(s).
- 2.14 "User Licence(s)" means a licence enabling access to, and permitting use of, the Communication Software.

2.15 "User Licence Fee(s)" means the charge to be paid for a User Licence.

3. THIS AGREEMENT

3.1 This Agreement establishes the relationship between the Company, a licensed Private Hire Operator, and the Supplier, a licensed Private Hire Driver, and sets out the terms of that relationship.

3.2 The Agreement, amongst others, sets out-

3.2.1 The nature of the Parties relationship.

3.2.2 The Parties capacity in respect of Private Hire Booking(s), Service(s), Communication Software and Communication Equipment.

3.2.3 The Suppliers fee obligations, in consideration of a User Licence(s), to the Company and the Company's fee obligations, in consideration of the Service(s), to the Supplier.

3.2.4 When, and how, this Agreement can be terminated by the Parties.

3.3 Notwithstanding the other agreements, policies or related documents which this Agreement references, the Company and Supplier agree this Agreement represents the totality of the relationship between the Company and the Supplier.

3.4 This Agreement supersedes all previous agreements and once signed constitutes a legally binding agreement between the Company and Supplier.

4. NATURE OF RELATIONSHIP

4.1 The Company is an incorporated company carrying on an independent business as a Private Hire Operator inviting, and accepting, Private Hire Booking(s).

4.2 The Supplier is a professional self-employed individual carrying on an independent business supplying a Private Hire Vehicle Driver(s) and Private Hire Vehicle(s) for Service(s).

4.3 The Parties agree nothing in this Agreement amounts to, or is intended to bring about, an employment or worker type relationship (as defined in, but not limited to, section 230 Employment Rights Act 1996) between the Company and Supplier.

5. CAPACITY – PRIVATE HIRE BOOKING(S) & SERVICE(S)

5.1 The Company shall act as principal to the Client for Private Hire Booking(s) and the Service(s) (for the purposes of regulation 9(14) Private Hire Vehicles (London) (Operators' Licences) Regulations (as amended)).

5.2 The Supplier shall act as an agent on behalf of the Company for the provision of the Service(s).

6. COMPANY OBLIGATIONS – PRIVATE HIRE BOOKINGS

6.1 The Company shall, as a licensed Private Hire Operator, invite and accept Private Hire Bookings in accordance with Private Hire Licensing Law.

6.2 The Company shall provide to the Supplier details of Private Hire Bookings requiring the Service(s) using the Communication Software.

6.3 The Company shall collect Fare(s) payments made by Client(s) on account to the Company.

6.4 The Company shall collect Fare(s) where Client(s) make payment to the Company by debit or credit card.

6.5 The Company shall receive all Fare(s) payments made by Client(s).

7. SUPPLIER OBLIGATIONS – THE SERVICE

7.1 The Supplier shall, as a licensed Private Hire Driver using a licensed Private Hire Vehicle, supply the Service(s) in accordance with Private Hire Licensing Law.

- 7.2 The Supplier shall at the Suppliers' sole discretion agree to supply or refuse a Service request from the Company.
- 7.3 The Supplier shall at the Suppliers' sole discretion determine the manner of performance of the Service(s).
- 7.4 The Supplier retains the unfettered right to substitute another representative of its business to provide the Service(s) to the Company at any time subject to the substitution process and substitute complying with all applicable Private Hire Licensing Law.
- 7.5 The Supplier accepts, when acting as an agent on behalf the Company, it will be held liable for any act or omission attributable to the Supplier that results in any unpaid Fare(s) or related loss.

8. SERVICE FEE(S)

- 8.1 The Company shall pay, subject to the arrangements at Clause 8.2, a Service Fee to the Supplier for each completed Service.
- 8.2 The Parties shall agree the terms (including, but not limited to, the rates and payment structure) for the Service Fee(s) at Clause 8.1 from time to time.

9. COMMUNICATION SOFTWARE & USER LICENCE

- 9.1 The Company shall grant a User Licence for the purpose outlined in Clause 6.2 to the Supplier for the Communication Software until the termination of this Agreement.
- 9.2 The Supplier agrees it is a condition of this Agreement that, in consideration of the Company licensing the Communication Software to the Supplier, the Supplier will pay to the Company a User Licence Fee for as long as the Communication Software is used by the Supplier.
- 9.3 The Parties shall agree the payment amount and structure for the User Licence Fee at Clause 9.2.
- 9.4 The Supplier agrees to use the Communication Software in accordance with all terms and conditions (including applicable End User Licence Agreement (EULA) or related third party agreements) under which it is supplied and will be liable for all damage and impairment to the Communication Software resulting from actions or omissions by the Supplier.
- 9.5 The Company reserves the right to make changes to the Communication Software licensed to the Supplier from time to time and to change the terms on which it is licensed.

10. INSURANCE

- 10.1 The Supplier agrees at all times to maintain in respect of the Suppliers business all necessary insurance policies which properly insure, and otherwise indemnify, against all applicable risks to the Company, Clients and third parties.

11. INTELLECTUAL PROPERTY

- 11.1 This Agreement is not a contract for the sale or transfer of ownership rights of any material supplied by the Company to the Supplier.
- 11.2 The Supplier, in signing this Agreement, acknowledges the Company retains ownership of, pursuant to the Copyright, Designs and Patents Act 1988, any and all material supplied by the Company to the Supplier.

12. DATA PROTECTION

- 12.1 The Parties agree to abide by all relevant provisions set out in the General Data Protection Regulation (GDPR) (EU) 2016/679 (as incorporated by the Data Protection Act 2018).
- 12.2 The Supplier, in signing this Agreement, confirms it has received a copy of Company's Privacy Policy pursuant to Article 12 General Data Protection Regulation (GDPR) (EU) 2016/679.
- 12.3 The Supplier agrees to present, where applicable, the Company with a copy of the Supplier's Privacy Policy pursuant to Article 12 General Data Protection Regulation (GDPR) (EU) 2016/679.

12.4 The Company is registered with the Information Commissioner’s Office (Registration No. ZA553280).

13. TERMINATION

13.1 The Company and Supplier may terminate this Agreement at any time for any reason by giving the other Party no less than 48 hours’ notice of the intention to do so.

13.2 The Company reserves the right to terminate this Agreement with immediate effect should the Supplier breach any term of this Agreement.

13.3 The Suppliers obligations under this Agreement (including, but not limited to, User Licence Fee payments) will only end once it ceases accessing, or otherwise using, the Communication Software.

14. JURISDICTION

14.1 This Agreement is governed by, and subject to, the laws of England.

SIGNATURES

Signed on behalf of the “Company”-

Signed by the “Supplier”-

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Print Name-

Print Name-

.....

.....

Date-

Date-

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