

# General Platform Terms: Drivers

Last updated: **1 JULY 2022**

*This document (which is referred to as the "Terms") sets out how you participate in the Bolt Platform and the relationship between you and us. It is split into two parts:*

- *Part 1 sets out how to create your account, how to access the Bolt Platform and how you can use the Bolt Platform. These are called "General Platform Terms".*

*Full list of topics covered:*

1. *Our relationship with you*
  2. *How we can make changes to these Terms or the Bolt Platform*
  3. *How to apply to use the Service Provider App*
  4. *Your profile*
  5. *Your content and intellectual property*
  6. *Acceptable Use Policy*
  7. *Our liability*
  8. *When our relationship starts, how use of the Bolt Platform may be disabled, and how our relationship can come to an end*
  9. *Other important terms*
- *Part 2 sets out additional Service specific Terms which will apply to drivers licensed to provide private hire services. It sets out how to apply and receive*

*offers for Journeys, how to agree to and fulfil Journeys and how payments will be made to you. These are called "Driver Terms".*

*Full list of topics covered:*

- 10. Journeys: roles*
- 11. Driver applications and commitments*
- 12. How Drivers receive offers to fulfil Journeys*
- 13. How Drivers can elect to fulfil or reject a Journey*
- 14. Driver Score Feature*
- 15. Preferential Allocation*
- 16. Fares and Journey Fees*
- 17. How payment will be made to you*
- 18. Minimum Service Standards: Journeys*
- 19. Bolt's obligations*
- 20. Our liability*
- 21. Support for the Driver App*
- 22. Personal data*

If there is any inconsistency between the Terms set out in Part 1 and Part 2, the Terms set out in Part 2 will apply.

## **Part 1: General Platform Terms**

*Key Sections:* Please read these General Platform Terms carefully. In particular, the General Platform Terms will tell you:

- a. How Bolt may update or change these Terms (*Section 2*);

- b. How you can register to access the Bolt Platform and the Service Provider App (*Section 3*);
- c. Our Acceptable Use Policy and how you should use the Service Provider App (*Section 6*);
- d. How Bolt can terminate or disable your access to and use of the Service Provider App (*Section 8*);

*Throughout these Terms, some terms are capitalised. This means that they have a defined meaning, and we have explained these in the glossary below for easy reference.*

## **Glossary**

**"Acceptable Use Policy"** means those terms which Service Providers must comply with when using the Bolt Platform in accordance with Section 6.

**"Bolt Platform"** means the platform provided by Bolt on which Service Providers can provide Services to Customers and/or to Bolt, depending what the Services are.

**"Bolt Parties"** means Bolt, its licensors and any entity that is directly or indirectly under the control of Bolt or its employees and a **"Bolt Party"** means any of these.

**"Bolt"** means *Bolt Services UK Limited* (a limited company incorporated and registered in the United Kingdom with company number 11063356, having its registered office at Studio 4 114 Power Road, London, W4 5PY).

**"Customers"** means those members of the public who request Services through the Bolt Platform.

**"Minimum Service Standards"** means those service level standards as set out in Section 18.

"**Policy**" means <https://bolt.eu/en/legal/complaint-handling-system-for-business/>.

"**Privacy Notice**" means <https://bolt.eu/en-gb/legal/gb/privacy-for-drivers/>

"**Services**" means those services offered via the Bolt Platform.

"**Service Provider**" means Bolt Platform users who access the Bolt Platform to provide Services as described in these Terms.

"**Service Provider App**" means any Bolt application enabling Service Providers to access and provide the relevant Services on the Bolt Platform.

"**Terms**" means these General Platform Terms and any applicable Service specific Terms.

"**User App**" means any Bolt application enabling Customers to receive Services on the Bolt Platform.

"**User Content**" means any text, images, or other information that you provide to Bolt UK while using the Bolt Platform.

"**we**", "**our**" or "**us**" means Bolt, according to when it is used.

"**Website**" means Bolt.eu.

"**VAT**" means value added tax.

"**you**" means the party entering into these Terms with us.

## **1. Our relationship with you**

- a. These Terms apply between you and Bolt
- b. Bolt agrees to provide access to the Bolt Platform to you free of charge, for use in accordance with these Terms.

## **2. How we can make changes to these Terms or the Bolt Platform**

- a. Bolt may make changes to these Terms or to the Bolt Platform, but we will let you know by email with a summary of the changes at least 15 days before these changes are made (except in those circumstances set out in Section 2.b below). We may provide longer notice where: (a) entire features of the Bolt Platform that are relevant to you are removed or added (for example, relating to the core Bolt Platform functionality); or (b) where you may need to adapt your services because of the change. If you are not happy with the changes, you can terminate your relationship with us before the changes are introduced.
- b. We may make changes to the Terms and/or Bolt Platform immediately where: (a) we need to make changes to comply with laws or regulation; or (b) these are needed to deal with any unforeseen and imminent danger to the Bolt Platform, which could include for example, having to deal with or defend the Bolt Platform from fraud, malware, spam, data breaches or other cybersecurity risks, as well as other situations. Changes can also be made immediately if you consent to these.
- c. Bolt may offer you access to additional beta features on the Bolt Platform for a limited period from time to time. Additional terms and conditions will apply. You can access them here: <https://bolt.eu/en-gb/legal/gb/beta-terms/>. You can unenroll from being offered these additional beta features at any time.

### **3. How to apply to use the Service Provider App**

- a. Before downloading the Service Provider App you must apply to register with Bolt. As part of the registration process, you will need to supply Bolt with information about yourself as well as other information and documents requested by Bolt as part of the onboarding process.
- b. You will be asked to confirm your email address (which may also be your username) and a password when registering. These details are personal to you and must not be made available to anybody else. The username and password are the methods used by Bolt to identify users of the Bolt Platform and so are very important.
- c. By submitting your account application, you confirm that:
  - i. you can legally enter into an agreement with Bolt to use the Bolt Platform;
  - ii. you have carefully studied, fully understand and agree to be bound by these Terms, including all the obligations imposed on you by these Terms;
  - iii. all the information presented to Bolt by you is, and will continue to be, accurate and complete;
  - iv. you will not use (or allow the use of) the Bolt Platform for unauthorised or illegal purposes or impair (or seek to impair) the proper operation of the Bolt Platform; and

- v. you will not copy or distribute the Bolt Platform or other content from Bolt Parties without prior written permission from Bolt.

#### **4. Your Profile**

- a. Once you have satisfied any applicable service specific preconditions and you are granted access to use the Bolt Platform, Bolt will provide you with details on how to download and set up the Service Provider App, as well as a personal account which can be used by you to access the Bolt Platform.
- b. As long as you comply with these Terms, Bolt agrees to allow you to access and use the Bolt Platform in accordance with these Terms, the Privacy Notice, the applicable app-store terms, any applicable modern slavery notice issued by the Bolt Parties, any applicable modern slavery notice issued by the Bolt Parties and any other specific terms expressly referred to in these Terms or communicated to you by Bolt (which all form part of these Terms).
- c. In order to use the Bolt Platform, you must access your personal account in the Service Provider App using your username and password and update your account information. You must keep your account profile up to date at all times.

#### **5. Your content and intellectual property**

- a. You confirm that any User Content associated with your account will meet the Acceptable Use Policy (which is explained in Section 6 below).

- b. Bolt does not claim ownership in your User Content and ownership will remain with you (or the relevant third party owner). You shall grant us or procure the grant to us of all the rights we need on a worldwide and continuing basis (and without charge) to use, copy, distribute, change, publish, translate, license, sub-license, and exploit the User Content anywhere and in any form for the purposes of providing the Bolt Platform.
- c. You should not include any content owned by a third party in your User Content, unless you have permission to grant the same rights to Bolt as set out in Section 5.b above.
- d. Bolt can monitor User Content and reject, refuse or delete any User Content where Bolt considers that it breaches the Acceptable Use Policy, however Bolt is not responsible for any such content in any way.
- e. You are responsible for all information in connection with your account on the Bolt Platform at all times. If you suspect that a user name or password associated with your account has been copied or stolen, you must notify Bolt immediately.
- f. All intellectual property rights in the Bolt Platform, its content and any related documentation existing anywhere in the world belong to Bolt or its licensors and must not be copied, distributed, uploaded or republished in any way without Bolt's prior written consent.



## 6. Acceptable Use Policy

- a. This Section describes the Acceptable Use Policy **and applies when any Service Provider is online on the Service Provider App.**
- b. You must not and you must ensure that all other Service Providers using the Bolt Platform in association with your account must not:
  - i. tamper with any security related features;
  - ii. use the Bolt Platform if Bolt has temporarily restricted access or stopped Service Providers from using it;
  - iii. modify, interfere with, disrupt or hack the Bolt Platform, including introducing any software viruses or use the Bolt Platform to commit any fraud against Customers, Bolt Parties or any third-parties (like credit card issuer, holder, etc.);
  - iv. collect any data from the Bolt Platform other than in accordance with these Terms;
  - v. submit or contribute any User Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;
  - vi. submit or contribute any User Content that Service Providers do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties;

- vii. submit or contribute any information or commentary about another person without that person's permission;
  - viii. threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, embarrass, or alarm any Customers or other persons; or
  - ix. extract, or try to extract, any data from the Bolt Platform for your own purposes.
- c. Not complying with the Acceptable Use Policy will be a serious breach of these Terms and will entitle Bolt to take any of the following actions (with or without notice, subject always to Section 8):
- i. immediate, temporary or permanent withdrawal of your right to use the Bolt Platform;
  - ii. immediate, temporary or permanent removal of any User Content;
  - iii. issuing of a notification to you;
  - iv. legal action against you, including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

- v. withholding or denying any payments payable to you as a result of any fraud in association with your account in relation to the Services; or
  - vi. disclosure of such information to any law enforcement and regulatory authorities as Bolt reasonably feels is necessary, or as is otherwise required by law or regulation.
- d. The actions described in Section 6.c are not limited, and Bolt may take any other action it reasonably considers appropriate.

## **7. Our liability**

- a. The Bolt Platform, its content and functionality, are provided to Service Providers on an "as is" and "as available" basis, and, to the extent permitted by law, each Bolt Party makes no promises, whether express or implied, with respect to the Bolt Platform, its content or functionality.
- b. The Bolt Parties do not make any promise that access to the Bolt Platform will be uninterrupted or error free. To the extent permitted by law, none of the Bolt Parties are liable for the proper functioning of the Bolt Platform or any loss or damage that may occur as a result of use of the Bolt Platform.
- c. Except as set out in Section 7.e of these Terms, to the extent permitted by law, none of the Bolt Parties are liable for any loss or

damage incurred under or in connection with these Terms or as a result of using the Bolt Platform, including but not limited to any:

- i. direct or indirect:
    - A. property damage or monetary loss;
    - B. loss of profit, business or revenue;
    - C. loss of contracts, contacts, goodwill, reputation, anticipated savings and any loss that may arise from interruption or use of the Bolt Platform;
    - D. loss, damage to or inaccuracy of data; and
  - ii. any other type of indirect or consequential loss or damage (for example, losses which could not have been reasonably foreseen at the beginning of our relationship).
- d. Except as set out in any Service specific Section of the Terms, Bolt Parties do not have any liability in relation to the Services other than as expressly provided in these Terms.
- e. Nothing set out in these Terms limits or excludes Bolt's liability in relation to:
- i. death or personal injury arising as a result of Bolt's negligence;
  - ii. fraud on the part of Bolt; or
  - iii. any other liability that cannot be excluded or limited by law.

- f. Except as set out in Section 7(e) of these Terms, Bolt's liability under these Terms may be limited. Any such limit on liability is set out in the relevant Service-specific Section of these Terms.
- g. Bolt will try to prevent unwelcomed Customers from using the Bolt Platform through the Customer ratings system and other means. However, except as set out in any Service specific Section of these Terms, the Bolt Parties are not liable for the actions or non-actions of the Customers or anybody associated with them using the Bolt Platform and/or when any Services are provided. The Bolt Parties shall not be liable for any loss or damage that may occur as a result of actions or non-actions of the Customers or anybody associated with them at any time. This Section 7(g) does not affect any additional rights Service Providers may have in connection with loss or damage caused by Customers or anyone associated with them.
- h. You are fully responsible and liable for any breach by you of these Terms or the law whether caused or allowed by you or another Service Provider associated with your account, except where caused by Bolt's negligence, fraud, failure of the Bolt Platform or where compliance with these Terms would result in a breach of applicable law or regulation. If any Bolt Party or any authority notifies you of a breach of these Terms or any law by you, you must immediately stop and remedy such breach.
- i. You agree to fully reimburse the Bolt Parties for any claims or losses that they suffer as a result from use of the Bolt Platform and

provision of the Services in association with your account, including those claims or losses which result from:

- i. your breach of these Terms or the specific documents mentioned in these Terms whether caused or allowed by you or another Service Provider associated with your account;
- ii. violation of any law or the rights of a third party, including, without limitation, Customers whether caused or allowed by you or another Service Provider associated with your account;
- iii. any allegation that any materials submitted to Bolt or transmitted through the Bolt Platform in association with your account infringe or otherwise violate the rights (including intellectual property rights) of any third party;
- iv. any ownership, use or operation of a motor vehicle or passenger vehicle, including the provision of Services; and/or
- v. any other activities in connection with the provision of Services by use of the Bolt Platform in association with your account,

except where caused by Bolt's negligence, fraud, failure of the Bolt Platform or where compliance with these Terms would result in a breach of applicable law or regulation.

## **8. When our relationship starts, how use of the Bolt Platform may be disabled and how our relationship can come to an end**

- a. These Terms take effect when you submit your application to register with Bolt and will apply until you or Bolt terminate them in accordance with these Terms.
- b. You may terminate your relationship with Bolt at any time by giving Bolt notice in writing. Upon termination, the right to access and use the Bolt Platform will automatically end and you must immediately stop using the Bolt Platform.
- c. Bolt is entitled to temporarily restrict or disable access to all or part of the Bolt Platform:
  - i. to deal with technical problems or make technical changes and upgrades;
  - ii. to update the Bolt Platform to reflect changes in relevant laws and regulatory requirements;
  - iii. where the Bolt Platform is used by or in association with your account in such a way that the Acceptable Use Policy has not been followed, the applicable Minimum Service Standards have not been met, or where any unlawful or criminal act has been committed; or

- iv. where Bolt is conducting an investigation into use of the Bolt Platform by or in association with your account pursuant to its legal or regulatory requirements and/or obligations.
- d. Bolt will try to contact you in advance to inform you that it will be temporarily restricting or disabling access to the Bolt Platform by or in association with your account, unless the problem is urgent or an emergency, such as:
  - i. in the case of fraud;
  - ii. where there is a health and safety concern; or
  - iii. where there is a serious or repeated breach of the Terms including the Acceptable Use Policy and applicable Minimum Platform Service Standards.

While access is disabled, where available Service Providers will be able to access historic details relating to the Services which they have provided through the Service Provider App.

- e. Bolt can terminate its relationship with you in its entirety, or in respect of a specific Service under Service specific Terms and remove your access or any access in association with your account to all or part of the Bolt Platform (including preventing you from registering a new account) by giving you at least 30 days' notice if:
  - i. you are in of breach of these Terms;



- ii. in certain circumstances, if you or any Service Provider accessing the Bolt Platform in association with your account is in breach of any applicable laws or regulations (except where Section 8.g applies);
  - iii. Bolt considers this necessary to protect its reputation and/or the Bolt Platform.
- f. Where Bolt gives you notice in accordance with Section 8.e, you will be provided with reasons for this at least 30 days before the termination takes effect and you will have an opportunity to register a complaint with Bolt as set out in Section 9.a. If following review, the termination is considered to be wrongful, access to the Bolt Platform can be restored, which Bolt will confirm in writing.
- g. Bolt will not provide you with notice of the termination of its relationship with you and can terminate it in its entirety or in respect of a specific Service under Service specific Terms immediately if:
  - i. a new law, regulation or obligation comes into force (or similar circumstances beyond our control) that means we have to terminate our provision of all or part of the Bolt Platform immediately on less than 30 days' notice;
  - ii. we exercise any right we have under applicable law to terminate the relationship for example, in the event of a serious breach by you of these Terms or by use of the Bolt Platform in association with your account whether caused or allowed by you or another Service Provider associated

with your account which amounts to a serious breach of these Terms, which may include breach of law and/or regulation; or

- iii. we terminate all or part of the relationship as a result of your repeated breach of these Terms whether caused or allowed by you or another Service Provider associated with your account.
  
- h. On termination of these Terms in respect of the entire Bolt Platform relationship with you, you and other Service Providers accessing the Bolt Platform in association with your account will no longer have the right to access the Bolt Platform. On termination of these terms so far as they apply to a specific Service, you and other Service Providers accessing the Bolt Platform in association with your account will no longer have the right to access any part(s) of the Bolt Platform relating to that Service. Sections 5.f, 6, 7, 8.h, 9, 17, 19, 20 and 22 of these Terms will continue to apply, even if all or part of our relationship has been terminated.

## **9. Other important terms**

- a. If you have any questions or complaints about the Bolt Platform, please contact us and provide us with as full a description of the issue as you can. We will endeavour to respond to your complaint within 45 days. Our full complaints procedure can be found at <https://bolt.eu/en/legal/complaint-handling-system-for-business/>.

- b. If we are not able to resolve your complaint informally, the issue may be referred for mediation in accordance with our Policy.
- c. Any dispute or claim arising out of or in connection with these Terms between us or its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed and enforced in accordance with the laws of England and Wales and the courts of England and Wales will have non-exclusive jurisdiction to settle any such dispute or claim.
- d. You agree that Bolt can transfer (e.g. by way of assignment) any of its obligations arising under these Terms to any Bolt Party.
- e. Any notice required to be given to you by Bolt will be delivered to the email address associated with your account, sent by registered mail to the address associated with your account, or sent via the Service Provider App. Any notice required to be given by you to Bolt should be delivered using the Service Provider App, registered mail to Bolt's registered office as applicable or by email to the relevant email address on the Website.
- f. If any provision of these Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision. The failure or delay by either party to enforce any term of the Terms shall not be deemed a waiver of such term.
- g. These Terms are between you and Bolt . No other person will have any rights to enforce any of its terms. None of us will need to get

the agreement of any other in order to end the relationship or make any changes to these Terms.

## Part 2: Service specific Terms: Driver Terms

*These Driver Terms apply where Drivers participate in the Bolt Platform to receive offers to fulfil and/or fulfil Journeys to Passengers on behalf of Bolt.*

**Some Driver Terms will only apply during certain activities, for example when online on the Driver App or when fulfilling Journeys and this will be set out at the top of the relevant Section. All other Driver Terms will apply at all times.**

*We use some additional terms in this Part 2 which are capitalised. This means they have a defined meaning. You can check what these mean in the glossary below:*

### Glossary

**"Cancellation Fee"** means the fee which we will pay to you if a Passenger cancels a Journey after a Driver has agreed to fulfil it.

**"Driver"** means a driver licensed to provide private hire services who is authorised to transport a Passenger for a Journey on our behalf in accordance with these Driver Terms, which includes you and other drivers licensed to provide private hire services who are associated with your account (where applicable).

**"Driver App"** means the Service Provider App for Journey services located on the Bolt Platform.

**"Driver Score"** means the score allocated to Drivers based on their level of service and interactions with the Bolt Platform as displayed by the Driver App.

**"Dynamic Pricing"** means the pricing for the Journey Fee identified by the Bolt Platform for the fulfilment of Journeys on our behalf.

**"ETA"** means estimated time of arrival.

**"Fares"** means the fare collected by Bolt from Passengers in respect of Journeys.

**"Journey"** means the private hire transportation service provided to Passengers pursuant to these Driver Terms.

**"Journey Fee"** means the price paid by Bolt to you for the fulfilment of a Journey in association with your account, as indicated to Drivers on the Driver App.

**"Minimum Expected Journey Fee"** means the pricing for the Journey Fee set by you for the fulfilment of Journeys on our behalf.

**"Operator Licences"** means Bolt's operator licences for private hire services including:

- Bolt's PHV Operators Licence number 010088, issued by Transport for London, in accordance with the Private Hire Vehicles (London) Act 1998; and
- other operator licences issued by local authorities in accordance with the Local Government (Miscellaneous Provisions) Act 1976 or the Civic Government (Scotland) Act 1982, as applicable.

**"Passenger"** means Customers requesting Journey services through the Bolt Platform.

**"Preferential Allocation Level"** means the level of preferential allocation displayed in the Driver App.

## **10. Journeys: roles**

- a. Bolt accepts Journey booking requests from and provides private hire transportation services to Passengers. Bolt's provision for the

invitation or acceptance of bookings for Journeys is made under its relevant Operator Licences where applicable. Nothing contained in these Driver Terms will be construed as or have the effect of any Driver inviting or accepting bookings from Passengers pursuant to these Driver Terms.

- b. You shall act as our contractor to fulfil Journeys as a Driver on our behalf at your absolute discretion. All Journeys associated with your account are to be fulfilled in accordance with these Terms.
- c. A Driver is free to:
  - i. elect to fulfil or reject any offers to fulfil Journeys through the Driver App; and
  - ii. provide passenger transport services independently from these Driver Terms, including using other software services whether competitive with Bolt or otherwise, in their absolute and sole discretion.

Bolt recognises that Drivers may use other software services, and any other lawful means, to provide services of any sort, including those relating to transportation, other than to Bolt, at all relevant times.

- d. You are responsible for providing all equipment necessary to fulfil the Journeys associated with your account at your own expense. This includes relevant licences, the vehicle, fuel, electricity charging costs, tolls, appropriate insurance cover, internet enabled mobile device and any depreciation of the vehicle.

- e. Your engagement by Bolt as a Driver will be as a self-employed and independent contractor. You are solely responsible for any tax obligations (for example, income tax or national insurance contributions) that you incur as a result of fulfilling Journeys in association with your account. To the maximum extent permitted by law, you shall reimburse the Bolt Parties from (meaning you will compensate Bolt Parties for) all tax liabilities, claims and penalties that they may incur as a result of your failure to comply with your tax obligations. If you have any concerns, please seek professional tax and accounting advice.

## **11. Driver applications and commitments**

- a. In respect of all applications to Bolt to register you or another individual as a Driver in association with your account, you confirm that you or the relevant individual (as applicable):
  - i. has and will continue to have at all times all the necessary permits, licences, insurances, road tax and authorisations to fulfil the Journeys under these Driver Terms, including a valid right to work in the United Kingdom (including holding a valid National Insurance Number);
  - ii. will fully comply with all conditions and requirements stipulated by any licence permitting the individual to fulfil Journeys; and
  - iii. will, at all times while fulfilling Journeys, have valid hire and reward insurance, liability insurance (if applicable) and any



other insurance that is required by law for providing passenger transportation services.

iv. will, at all times while fulfilling Journeys, have valid hire and reward insurance, liability insurance (if applicable) and any other insurance that is required by law for providing passenger transportation services.

- b. The right of any individual to use the Bolt Platform as a Driver is personal to that individual. You must not allow any person to use a personal Driver account that does not belong to them.
- c. Bolt recognises your freedom to engage other individuals licensed to provide private hire services to fulfil Journeys by associating them with your account as a Driver in accordance with these Driver Terms. However, this may not include any individual licensed to provide private hire services who has previously had their account terminated by Bolt for a serious or material breach of contract or who has engaged in conduct which would have provided grounds for such termination had they been a direct party to these Terms. For further information on how to associate other individuals licensed to provide private hire services with your account please contact [uk-association@bolt.eu](mailto:uk-association@bolt.eu).
- d. When associating any other drivers licensed to provide private hire services with your account, you continue to bear full responsibility for ensuring that your obligations under these Terms are met. All acts and omissions of any drivers licensed to provide private hire services associated with your account will be treated as though those acts and/or omissions were your own. You must

ensure that any driver licensed to provide private hire services associated with your account does not put you in breach of these Terms. You are wholly responsible for the remuneration of any such drivers licensed to provide private hire services associated with your account and the invoicing arrangements as set out in these Terms between you and Bolt will continue to apply.

- e. You understand and agree that Bolt may provide information regarding Drivers, accounts and trip history to law enforcement and regulatory agencies as Bolt deems it appropriate to do so in cooperation with investigations or otherwise including as may be required by any Operator Licences.
- f. After submitting the account application, you will be notified, for example, by email, with additional conditions that must be met in order for you and for any Driver in association with your account to use the Bolt Platform. These conditions shall include owning a GPS-supported mobile device, having the right to use a motor vehicle and satisfying such other checks as may be required for regulatory reasons.
- g. Bolt will review Driver applications and grant individuals access to the Driver App in the capacity of a Driver if they meet the necessary criteria (including any regulatory requirements) to ensure proper operation of the Bolt Platform for Drivers and Passengers. For the avoidance of doubt, Bolt will have no right to reject any application made to associate a driver licensed to provide private hire services with your account where such drivers

meet the regulatory and qualification requirements contained in this Section 11.

- h. Bolt will use the Driver App to: (i) communicate with Drivers in relation to possible Journeys they may or may not wish to agree to fulfil; (ii) remind Drivers of various road rules; (iii) send Drivers messages; and (iv) assist Drivers to restrict pick-up areas as per licence terms. The Driver App is the only way in which Drivers:
  - i. can elect to fulfil a Journey and record and process the Journeys performed through the Bolt Platform; and
  - ii. may contact a Passenger who is the receiver of the relevant Journey.
- i. Bolt does not oblige Drivers to: (i) fulfil any Journeys; nor (ii) use the Driver App to go online and receive offers to fulfil Journeys.
- j. In order to ensure Driver and Passenger safety, Bolt may (at its discretion) limit a Driver's access to the Driver App where a Driver has been providing Journeys for long periods.

## **12. How Drivers receive offers to fulfil Journeys**

**This Section will only apply to a Driver online on the Driver App.**

- a. Bolt may invite or accept Journey bookings from Passengers. Once Bolt has accepted a request for a Journey booking from a Passenger, Bolt will then seek to offer fulfilment of this Journey on Bolt's behalf to Drivers online on the Driver App. Any offer of a

Journey will not be exclusive to any Driver and the Journey may also be offered to other Drivers.

- b. Bolt does not guarantee that any use of the Bolt Platform will result in Drivers associated with your account receiving offers to fulfil Journeys.
- c. Bolt will seek to first offer the ability to fulfil the Journey to the Driver with the shortest estimated pick-up time, also taking into account Journey Fees for the most cost-effective Journeys, the category of vehicle selected by the Passenger as well as the applicable Driver's Preferential Allocation Level (where available). If the relevant Driver does not elect to fulfil the Journey within a set timeframe or declines the Journey for whatever reason, the Journey will then be offered to an alternative Driver based on the same criteria (and so on).
- d. It will be up to Bolt to terminate an accepted booking for a Journey with a Passenger if it cannot successfully match a Driver to the relevant Journey.

### **13. How Drivers can elect to fulfil or reject a Journey**

**This Section will only apply to a Driver online on the Driver App.**

- a. When a Driver receives an offer from Bolt to fulfil a Journey in the Driver App, the Driver may elect to fulfil the Journey or decline the offer.
- b. Information relevant to the fulfilment of the Journey will be provided to the Driver in the Driver App. Before starting a Journey,

the Driver must verify that they are fulfilling the Journey to the Passenger shown in the Driver App (or that the Passenger has expressly confirmed that they allow the relevant individual(s) to be transported for the Journey in accordance with their account).

- c. As part of the Bolt Platform, Passengers may provide feedback on Drivers and the Journeys in the form of ratings. These ratings may be made available to prospective Passengers as part of the User App. You should contact Bolt if you have any issues with such ratings. Bolt shall provide you with assistance on the Bolt Platform including steps to consider taking to help you maintain good Passenger feedback and ratings.
- d. Drivers may fulfil a Journey by any reasonable route, and Bolt does not set any route restrictions. Please also refer to the Minimum Service Standards in respect of Journeys in Section 18.

## **14. Driver Score**

- a. Where the Driver Score feature is available, this Section 14 will apply.
- b. A Driver Score may drop where the Driver does not comply with the Minimum Service Standards set out in Section 18. You can learn more about Driver Score via the Driver App.
- c. Driver Scores may be monitored by Bolt in order to ensure that you are complying with your obligations under these Terms and to preserve the integrity and maintain the operation of the Bolt Platform and Driver App for Passengers and other Drivers. You

may be notified if a Driver Score associated with your account drops below a set threshold.

## **15. Preferential Allocation**

- a. Where the Preferential Allocation feature is available, this Section 12 will apply.
- b. Drivers with a higher Preferential Allocation Level benefit from preferential allocation in accordance with Bolt's obligations relating to the Journey offer process as set out in Section 12.c:
  - i. As per Section 12.c, Drivers with a higher Preferential Allocation Level may be offered Journeys earlier than Drivers with a similar ETA but a lower Preferential Allocation Level;
  - ii. Preferential Allocation Levels are not available to Passengers to access.
- c. Further details available on the Driver App.

## **16. Fares and Journey Fees**

- a. Bolt will at all times be responsible for setting Fares which are agreed and are paid to Bolt by Passengers.
- b. Bolt will pay you a Journey Fee for each Journey completed in association with your account. All payments for Journeys take place via the Bolt Platform.

**Sections 16.c to 16.e will only apply when a Driver is online on the Driver App and the relevant feature is available.**

c. Bolt may offer You the ability to select your preferred means of calculating the Journey Fee we pay to you for each Journey as follows:

- **Dynamic Pricing:** identified by the Bolt Platform, taking into account the estimated journey time, estimated journey distance, and any temporal, dynamic pricing variations; or
- **Minimum Expected Journey Fee (where this feature is available):** calculated based on relevant available rate elements, such as a per/mile rate, which are variable by you.

When the Minimum Expected Journey Fee feature is unavailable, Dynamic Pricing will be used to determine the Journey Fee.

- d. When the Minimum Expected Journey Fee feature is available, You may switch between applying a Minimum Expected Journey Fee or Dynamic Pricing at any time through the Drivers App, which shall apply to the next Journey booking request received.
- e. Drivers may also be offered Journeys priced above your Minimum Expected Journey Fee. Further details are available on the Driver App.
- f. Both with Dynamic Pricing as well as with Minimum Expected Journey Fee option, you acknowledge that certain additional

charges may be calculated and applied by Bolt and paid to you as part of the Journey Fee – including any Cancellation Fee, minimum fare value, start fare, waiting time fare, toll and congestion zone charges or other similar charges. If a Passenger has materially soiled the vehicle used to fulfil a Journey the corresponding Journey Fee may be increased by Bolt to compensate you for cleaning expenses (up to £60) - you must report such circumstances to Bolt as soon as it is safe to do so.

- g. For a Journey delivered - you will be paid a Journey Fee, an estimate of which will be always indicated to the relevant Driver prior to electing to fulfil a Journey. Payment of a Journey Fee will always be subject to sec. 16.h below. The Journey Fee indicated will be gross of any applicable taxes or similar charges. It will also be gross of additional charges set out at 16.f above. You hereby acknowledge that the Fare and Journey Fee for that same Journey will not match.
- h. The Journey Fee for a Journey is calculated based on the applicable calculation method selected at the relevant time when the fulfilment of Journey is offered to the Driver. The calculation of the Journey Fee may be affected by various circumstances for example if the Passenger changes the destination during the Journey or cancels the Journey midway, Journey is materially longer in duration or distance than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the Journey materially (e.g. a route is used where tolls apply) in which case the updated Journey Fee will be applied at the end of the Journey.



- i. A Passenger may cancel a Journey after a Driver has elected to fulfil a Journey. You are entitled to a Cancellation Fee in the event that a Passenger cancels a confirmed Journey after a certain time period determined by the Bolt Platform. The Cancellation Fee will be included in the calculation of the Journey Fee and paid in accordance with the terms set out at Section 17 below. You can find out more information on Cancellation Fees here: <https://support.taxify.eu/hc/en-gb/articles/360009457274-Issue-with-a-cancellation-fee>.
- j. Bolt may run offers or promotional campaigns from time to time. Further details of any promotional campaigns, and how Drivers will be eligible to participate in these, will be made available to you through the Driver App or communicated otherwise.

## **17. How payment will be made to you**

- a. Once a Driver has successfully fulfilled a Journey in association with your account on the Driver App, Bolt shall pay you the corresponding Journey Fee. We shall pay Journey Fees at least on a weekly basis for all Journeys you or any Drivers associated with your account fulfil in the preceding week on our behalf.
- b. Bolt will then create a monthly receipt from you to us on your behalf.
- c. You agree to notify Bolt immediately if you are or become VAT registered in the United Kingdom in which case the following shall apply:

- i. Bolt will create a monthly self-billed invoice from you to us on your behalf in accordance with Regulation 13(3A) VAT Regulations 1995.
  - ii. This self-billing arrangement will commence from the date you accept these Driver Terms until these Driver Terms are superseded. Bolt will ask you annually to confirm that you continue to agree to the use of self-billing and to agree to the terms set out in this Section 17.c.
  - iii. In terms of the self-billing arrangement, we may outsource the issuance of the self-billed invoices to a third party.
  - iv. You also agree to accept self-billed invoices, credit notes and/or debit notes issued by Bolt and that you will not issue invoices, credit notes and/or debit notes in respect of the services covered by these Driver Terms.
  - v. You further agree to notify us immediately if you: (a) change your VAT registration number; (b) cease to be VAT registered; or (c) sell your business or part of your business.
- d. If you have made a mistake in identifying the Passenger, and the Fare is charged to a person who has not been provided or has not approved the Journey, you shall not be entitled to receive a Journey Fee for the relevant Journey.
- e. Bolt (or its authorised payment agents) processes all payments in relation to the Driver App, including invoicing, reporting on payments and paying you.

- f. Bolt is not entitled to anything you earn by providing any transportation services independently or via another software provider.
- g. We shall pay you the Journey Fee on the following basis:
  - i. Bolt shall transfer to your bank account your Journey Fees in respect of Journeys you or any Drivers associated with your account fulfil in the preceding week.
  - ii. Such transfer shall be made by the 4th day of the following week, but in no case later than within two weeks, except in the specific cases set below.
  - iii. Where the amount owing to you is less than £15, Bolt will pay you when the amount owing to you next exceeds £15, except where: (a) the relationship is terminated in accordance with Section 8; or (b) the amount has been owed to you for more than 60 days, in each case Bolt will pay you whatever amount is owing).
  - iv. If you request a review of the Journey Fee, then the payment deadlines referred to above shall not apply and Bolt may transfer the Journey Fee due after it has concluded the review.
- h. Journey Fees may be paid at a shorter frequency, subject to the satisfaction of conditions which may be notified to you, which can include the payment of any applicable transfer fees.

- i. In the event that you dispute the amount of the Journey Fee, you are able to raise a complaint in accordance with Section 9.a. You authorise Bolt to withhold the disputed amounts until the dispute has been resolved.
- j. Where we reasonably suspect any fraud in respect of Journeys or calculation of Journey Fees payable, we are under no obligation to pay you while this is investigated. You are not entitled to any Journey Fees that are the result of any fraud in association with your account.
- k. Your Journey Fee reports will be made available to you in the Driver App on a weekly basis. The reports will show Journey Fee(s) payable by us to you in relation to Journeys fulfilled in association with your account.

## **18. Minimum Service Standards: Journeys**

**This Section will only apply if and when Drivers are fulfilling Journeys.**

- a. To create a successful digital Platform for Drivers and Passengers, to ensure that Drivers comply with applicable regulatory requirements and to prevent any potentially dangerous or harmful interactions with the Bolt Platform, there are Minimum Service Standards which Drivers must meet and which are set out in this Section 18.

- b. You must ensure that you and any Drivers associated with your account:
- i. following an election to fulfil a Journey, without unreasonable delay take the Passenger from their collection point to their point of destination in a reasonably direct and efficient manner subject to appropriate unforeseen circumstances (such as mechanical breakdown or roadblocks);
  - ii. comply with all laws and regulations applicable to Journeys (for example, complying with traffic rules);
  - iii. are at all times medically fit to operate a motor vehicle, including being free from the influence of alcohol or drugs;
  - iv. do not engage in reckless behaviour while driving or drive unsafely, including by operating a vehicle that is unsafe or illegal to drive or allowing a third party to operate the vehicle;
  - v. do not carry weapons (or permit weapons in their private hire vehicle);
  - vi. have and maintain valid hire and reward insurance, liability insurance (if applicable) and any other insurance that is required in the applicable country for Journeys;
  - vii. do not use or encourage violence, sexism, racism or discrimination in any form;

- viii. co-operate with Bolt and provide any further documents or information requested in order for Bolt to conduct relevant checks, for example, to facilitate routine identity checks; and
  - ix. only use personal data provided by the Passenger in accordance with Sections 22.b and 22.c of these Driver Terms.
- c. You must promptly notify Bolt if there has been any material change in circumstances that relate to your or any other individual's ability, fitness or legal entitlement to fulfil Journeys in association with your account or your ability to comply with these Driver Terms. This may include any revocation of a driving licence, refusal of insurance, changes to a Driver's eligibility for any relevant licence, criminal investigations charges, convictions or similar matters.
- d. Actions which are not consistent with the Minimum Service Standards can include (but are not limited to):
- i. failure by a Driver to proceed to the Passenger's pickup location in accordance with these Driver Terms once the Driver has elected to fulfil a Journey;
  - ii. actions giving rise to concerns of safety, health or conduct from Passengers;
  - iii. repeated and consistent cancellation of Journeys by a Driver prior to arriving at the pickup location but after they have elected to fulfil a Journey;

- iv. cancellation of a Journey by a Driver after they have elected to fulfil a Journey without attempting to contact the Passenger.
- e. We expect that you will report to Bolt any event out of the ordinary relating to use of the Bolt Platform in connection with your account which occurs during any Journey. As part of Bolt's complaints procedure, as referenced in Section 9.a, Bolt shall keep a record of all Journey bookings, complaints and lost property for the purposes and uses as elaborated in the Privacy Notice.

## **19. Bolt's obligations**

- a. Bolt will, at all times, regulate the Bolt Platform (including dispatch services) in order to:
  - i. accept bookings from Passengers and manage the Journey offer process as set out in these Driver Terms;
  - ii. monitor driver and vehicle profiles;
  - iii. monitor, on screen, the location, status and Journey details of all vehicles using the Bolt Platform at any given time;
  - iv. monitor Drivers' compliance with these Terms, including monitoring the Driver Scores (where available);
  - v. provide support services in respect of dispatching;
  - vi. report on the status of Journeys;

- vii. reject certain Passengers if their accounts are in arrears; and
- viii. address complaints and lost property issues including liaison with local law enforcement,

all to help ensure the smooth and continued operation of the Bolt Platform.

- b. Bolt takes steps to manage any unacceptable behaviour of Passengers (for example, Passengers with poor ratings can be blocked from accessing the Bolt Platform).

## **20. Our liability**

- a. Except as set out in Section 7(e) of these Terms, Bolt's liability under these Terms is limited to the previous month's of Journey Fees paid to you immediately prior to the event giving rise to such claim.

## **21. Support for the Driver App**

- a. Bolt may provide support services to Drivers in relation to use of the Driver App on business days during regular business hours. The support services consist of in-app messaging and telephone support. Bolt has the right to stop providing the support services at any time by giving Drivers reasonable notice.

## **22. Personal Data**

### **How we can use your personal data**



- a. In this Section 22, "UK GDPR" means the UK General Data Protection Regulation as defined by Section 3(1) of the Data Protection Act 2018, and references to "personal data", "process", "processor", "processing" and "controller" shall have the same meaning as defined in the UK GDPR.
- b. By using the Bolt Platform, you acknowledge that your personal data, and the personal data of any other Service Provider associated with your account, will be processed in accordance with the Privacy Notice. For details on how Bolt collects, stores, discloses and processes your personal data, please refer to our Privacy Notice: <https://bolt.eu/en-gb/legal/gb/privacy-for-drivers/>
- c. Unless we expressly permit you to do so otherwise, all Drivers shall only collect, record, store, grant access, use or cross-use the personal data provided by the Passengers or made accessible by the Bolt Platform for the purposes of fulfilling the Journey request made via the Bolt Platform, always in accordance with applicable data protection laws and regulations.
- d. Unless a communication is initiated at the Passenger's direct request, or we expressly permit you to do so otherwise, all Drivers shall only contact a Passenger for the purpose of fulfilling the Journey made via the Bolt Platform, always in accordance with applicable data protection laws and regulations. Bolt can monitor Driver and Passenger communications and intercept these, in accordance with the Privacy Notice.

## **You as processor of Passenger personal data**

- e. In relation to any personal data of Passengers that you process, Bolt is the data controller of such personal data and you are the data processor, and any other Service Provider associated with your account is your sub-processor. As such, you agree that you as processor, and that you will ensure any other Service Provider associated with your account as your sub-processor, will:
  - i. process the personal data only on documented instructions from Bolt, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by United Kingdom law to which you are subject; in such a case, you shall inform Bolt of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - ii. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - iii. take all measures required pursuant to Article 32 of the UK GDPR;
  - iv. taking into account the nature of the processing, assist Bolt by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Bolt's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the UK GDPR;

- v. assist Bolt in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of processing and the information available to the processor;
- vi. at the choice of Bolt, delete or return all the personal data to Bolt after the end of the provision of services relating to processing, and delete existing copies unless United Kingdom law requires storage of the personal data; and
- vii. make available to Bolt all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the UK GDPR and allow for and contribute to audits, including inspections, conducted by Bolt or another auditor mandated by Bolt.

### **You as controller of personal data relating to any other Service Provider associated with your account**

- f. In relation to any personal data you may process relating to any other Service Provider associated with your account you are an independent data controller and you warrant that you comply with any and all privacy obligations under the UK GDPR and related legislation including without limitation explaining to any such Service Provider how and why you process their personal data. Please note also Bolt is an independent controller of some personal data relating to such a Service Provider but will comply with its own obligations accordingly, without reference to you.