

# General Terms for Marketplace Service Providers: Drivers

Date when these Terms were last updated: **29th November 2021**

*This document (which is referred to as the "Terms") sets out how you participate in the Bolt Marketplace 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 Marketplace and how you can use the Bolt Marketplace. This applies to all Service Providers operating on the Bolt Marketplace. These are called "General Marketplace Terms".*

*Full list of topics covered:*

- 1. Our relationship with you*
- 2. How we can make changes to these Terms or the Bolt Marketplace*
- 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 Marketplace may be suspended, 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 you if you are a Driver and tell you how to apply and receive offers for Journeys, how to confirm or reject Journeys, how Fares will be calculated and how payments will be made to you. These are called "Driver Terms".*

- 10. Journeys: roles*
- 11. Applying to receive offers of Journeys and your commitments as a Driver*
- 12. How you will receive offers for Journeys*
- 13. How you can confirm or reject a Journey offer*
- 14. Driver Score Feature*
- 15. Priority Level*
- 16. How Fares will be calculated and collected from Passengers*
- 17. How payment will be made to you*
- 18. Minimum Marketplace Service Standards: Journeys*
- 19. Bolt UK Obligations*
- 20. Support for the Driver App*
- 21. How we can use personal data*

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

## **Part 1: General Marketplace Terms**

*These General Marketplace Terms:* These are the Terms on which Bolt UK provides you with access to the Bolt Marketplace.

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

- a. How Bolt UK may update or change these Terms (*Section 2*);
- b. How you can register to access the Bolt Marketplace and the Service Provider App (*Section 3*);
- c. Our community rules and how you should use the Service Provider App (*Section 6*);
- d. How Bolt UK can terminate or disable your access to and use of the Service Provider App (*Section 8*);
- e. How Bolt Operations will collect payments on your behalf and send these to you (*Section 17*).

*Throughout Part 1 of 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 Marketplace and which are set out in Section 6.

**"Bolt Marketplace"** means the platform on which Service Providers can provide Services to Customers.

**"Bolt Operations"** means Bolt Operations OÜ (a limited company incorporated and registered in Estonia with registration code 14532901, having its registered office at Vana-Louna 15, Tallinn 10134, Estonia).

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

**"Bolt UK"** 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 Marketplace.

**"Marketplace Services"** means those services provided by Bolt UK to facilitate the Bolt Marketplace.

**"Policy"** means

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

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

**"Service Provider"** means marketplace users who access the Bolt Marketplace to provide services to Customers.

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

**"Settlement Services"** means in respect of the Driver Terms set out in Part 2, invoicing, collecting payment from Passengers, reporting on payments, refunding Passengers (where appropriate) and remitting payment to Drivers as carried out by Bolt Operations.

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

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

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

**"we", "our" or "us"** means Bolt UK or Bolt Operations, according to when they are used.

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

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

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

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

- a. Bolt UK may make changes to these Terms or to the Bolt Marketplace, 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 Marketplace that are relevant to you are removed or added (for example, relating to the core Bolt Marketplace 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 Marketplace 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 Marketplace, which could include for example, having to deal with or defend the Bolt Marketplace 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 UK may offer you access to additional beta features on the Bolt Marketplace 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 UK. As part of the registration process, you will need to supply Bolt UK with information about yourself as well as other information and documents requested by Bolt UK 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 UK to identify users of the Bolt Marketplace and Marketplace Services and so are very important.

- c. By submitting your account application, you confirm that:
  - i. you can legally enter into an agreement with Bolt UK to use the Marketplace Services;
  - 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 UK by you is, and will continue to be, accurate and complete;
  - iv. you will not use the Bolt Marketplace for unauthorised or illegal purposes or impair (or seek to impair) the proper operation of the Bolt Marketplace; and
  - v. you will not copy or distribute the Bolt Marketplace or other content from Bolt Parties without prior written permission from Bolt UK.

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

- a. Once you have satisfied any applicable service specific preconditions and you are granted access to use the Bolt Marketplace, Bolt UK 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 Marketplace.

- b. As long as you comply with these Terms, Bolt UK agrees to allow you to access and use the Marketplace Services in accordance with these Terms, the Bolt Privacy Policy, the applicable app-store terms and any other specific terms expressly referred to in these Terms or communicated to you by Bolt UK (which all form part of these Terms).
- c. In order to use the Bolt Marketplace, 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 will meet the Acceptable Use Policy (which is explained in Section 6 below).
- b. Bolt UK does not claim ownership in your User Content and ownership will remain with you (or the relevant third party owner). You grant us 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 Marketplace Services.



- 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 UK as set out in Section 5.b above.
- d. Bolt UK can monitor User Content and reject, refuse or delete any User Content where Bolt UK considers that it breaches the Acceptable Use Policy, however Bolt UK is not responsible for any such content in any way.
- e. You are responsible for all information you post on the Bolt Marketplace at all times. If you suspect that your user name or password have been copied or stolen, you must notify Bolt UK immediately.
- f. All intellectual property rights in the Bolt Marketplace, its content and any related documentation existing anywhere in the world belong to Bolt UK or its licensors and must not be copied, distributed, uploaded or republished in any way without Bolt UK's prior written consent.

## **6. Acceptable Use Policy**

- a. This Section describes the Acceptable Use Policy **and applies when you are online on the Service Provider App.**
- b. When using the Bolt Marketplace you must not:
  - i. tamper with any security related features;

- ii. use the Marketplace Services if Bolt UK has temporarily restricted your access or stopped you from using it;
- iii. modify, interfere with, disrupt or hack the Marketplace Services (including introducing any software viruses or use Bolt Marketplace or Marketplace Services to commit any fraud against Customers, Bolt Parties or any third-parties (like credit card issuer, holder, etc.);
- iv. collect any data from the Marketplace Services 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 you 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 Marketplace for your own purposes.
- c. Not complying with the Acceptable Use Policy will be a serious breach of these Terms and will entitle Bolt UK 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 Marketplace Services;
  - 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 of payments payable to you as a result of any fraud by you in relation to the Services; or
  - vi. disclosure of such information to any law enforcement and regulatory authorities as Bolt UK 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 UK may take any other action it reasonably considers appropriate.

## **7. Our Liability**

- a. The Bolt Marketplace and the Marketplace Services, its content and functionality, are provided 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 Marketplace and the Marketplace Services, its content or functionality.
- b. The Bolt Parties do not make any promise that access to the Bolt Marketplace, the Marketplace Services or provision of the Settlement Services 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 Marketplace, the Marketplace Services or the Settlement Services or any loss or damage that may occur to you as a result of your use of the Bolt Marketplace or the Marketplace Services or receipt of the Settlement Services.

- 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 that you may incur under or in connection with these Terms or as a result of using the Bolt Marketplace or the Marketplace Services, or your receipt of the Settlement Services, 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 Marketplace or Marketplace Services or any interruption or receipt of the Settlement Services;
    - 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 by us at the beginning of our relationship).
- d. You accept that the 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 UK's or Bolt Operations' liability to you in relation to:
  - i. death or personal injury arising as a result of Bolt UK or Bolt Operations' negligence;
  - ii. fraud on the part of Bolt UK or Bolt Operations;
  - iii. any other liability that cannot be excluded or limited by law; or
  - iv. any obligation under these Terms to make any payment that is to be collected by Bolt Operations on your behalf and that is properly due and payable.
- f. Bolt UK will try to prevent unwelcomed Customers from using the Bolt Marketplace through the Customer ratings system and other means. However, the Bolt Parties are not liable for the actions or non-actions of the Customers or anybody associated with them using the Bolt Marketplace and/or when any Services are provided. The Bolt Parties shall not be liable for any loss or damage that may occur to you as a result of actions or non-actions of the Customers or anybody associated with them at any time.
- g. You are fully responsible and liable for any breach by you of these Terms or the law, except where caused by Bolt UK's or Bolt Operations' negligence, fraud, failure of the Bolt Marketplace or Settlement Services 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.

- h. You agree to fully reimburse the Bolt Parties for any claims or losses that they suffer as a result of your use of the Bolt Marketplace and provision of the Services or Settlement Services, including those claims or losses which result from:
  - i. your breach of these Terms or the specific documents mentioned in these Terms;
  - ii. your violation of any law or the rights of a third party, including, without limitation, Customers, as a result of your interaction with such third party;
  - iii. any allegation that any materials that you submit to Bolt UK or transmit through the Bolt Marketplace infringe or otherwise violate the rights (including intellectual property rights) of any third party;
  - iv. your 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 you,

except where caused by Bolt UK's or Bolt Operations' negligence, fraud, failure of the Bolt Marketplace or Settlement Services 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 Marketplace 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 UK and will apply until you or Bolt UK terminate them in accordance with these Terms.
- b. You may terminate your relationship with Bolt UK at any time by giving Bolt UK notice in writing. Upon termination, your right to access and use the Bolt Marketplace will automatically end and you must immediately stop using the Bolt Marketplace.
- c. Bolt UK is entitled to temporarily restrict your access to or disable your use of the Bolt Marketplace:
  - i. to deal with technical problems or make minor technical changes and upgrades;
  - ii. to update the Bolt Marketplace to reflect changes in relevant laws and regulatory requirements;



- iii. where you have not followed the Acceptable Use Policy, not met the applicable Minimum Marketplace Service Standards, acted unlawfully or committed any criminal act while using the Bolt Marketplace; or
  - iv. where Bolt is conducting an investigation into you pursuant to its legal or regulatory requirements and/or obligations.
- d. Bolt UK will try to contact you in advance to inform you that it will be temporarily restricting or disabling your access to the Bolt Marketplace, 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 Marketplace Service Standards.

While access is disabled, you will be able to access historic details relating to the Services which you provided through the Service Provider App.

- e. Bolt UK can terminate its relationship with you and remove your access to the Bolt Marketplace (including preventing you from registering a new account) by giving you at least 30 days' notice if:
  - i. you are in breach of these Terms;
  - ii. in certain circumstances, if you are in breach of any applicable laws or regulations (except where Section 8.g applies);
  - iii. Bolt UK considers this necessary to protect its reputation and/or the Bolt Marketplace.
- f. Where Bolt UK 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 UK as set out in Section 9.a. If following review, the termination is considered to be wrongful, access to the Bolt Marketplace can be restored, which Bolt UK will confirm in writing.
- g. Bolt UK will not provide you with notice of the termination of its relationship with you and can terminate it immediately if:
  - i. a new law or obligation comes into force that means we have to terminate our provision of the Bolt Marketplace immediately, or 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, which may include breach of law and/or regulation); or
  - iii. we terminate the relationship as a result of your repeated breach of these Terms.
- h. On termination of these Terms, you will no longer have the right to access the Bolt Marketplace. Clauses 5.f, 6, 7, 8.h, 9, 17, 19 and 21 of these Terms will continue to apply, even if our relationship has been terminated.

## **9. Other important terms**

- a. If you have any questions or complaints about the Bolt Marketplace, 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 each of Bolt UK and Bolt Operations can transfer (e.g. by way of assignment) any of their obligations arising under these Terms to any Bolt Party.
- e. Any notice required to be given to you by Bolt UK or Bolt Operations 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 UK or Bolt Operations should be delivered using the Service Provider App, registered mail to Bolt UK or Bolt Operations' 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, Bolt UK and Bolt Operations. 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, as independent contractors, participate in the Bolt Marketplace to receive offers of and/or provide Journeys to Passengers.

**Some Driver Terms will only apply to you depending on your activities at the time, for example, when you are online on the Driver App or when you are delivering 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 can be payable to Drivers if a Passenger cancels the Journey once confirmed by you.

**"Commission"** means the percentage of the Fare due to Bolt Operations.

**"Driver"** means a licensed Journey provider to a Passenger.

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

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

**"Dynamic Pricing"** means the pricing identified by the Bolt Marketplace.

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

**"Fares"** means the fare collected by Bolt Operations from Passengers on a Driver's behalf for the Journeys provided by the Driver.

**"Journey"** means the hire of the Driver's private hire vehicle by a Passenger for the purpose of carrying one or more passengers as arranged via the Bolt Marketplace.

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

**"Operating Licence"** means Bolt UK's operating licence for private hire services including:

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

**"Own Pricing"** means the pricing set by Drivers for their Journey Services as made available through the Driver App.

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

**"Priority Level"** means the level of your priority displayed in the Driver App.

**"Service Payment"** means the Fare less the Commission.

## **10. Journeys: roles**

- a. Bolt UK facilitates the matching of Drivers and Passengers, by accepting Journey booking requests from Passengers. Bolt UK

does not provide Journeys. Bolt UK's provision for the invitation or acceptance of bookings for Journeys is made under its relevant Operating Licences. Nothing contained in these Driver Terms will be construed as, or have the effect of, you inviting or accepting bookings from Passengers because under these Terms only Bolt is legally permitted to do this by virtue of its Operating Licence.

- b. The Journeys are solely provided by you, at your absolute discretion, to the Passenger under a separate contract for Journeys between you and the Passenger. Once you confirm the offer of the Journey through the Driver App, a contract will be formed between you and the Passenger, and you will provide the Journey to the Passenger to fulfil that contract.
- c. You are free to:
  - i. confirm or reject any offers for Journeys through the Driver App;
  - ii. use Own Pricing or apply Dynamic Pricing; and
  - iii. provide passenger transport services in your absolute and sole discretion independently from these Driver Terms, including using other software services, whether competitive with Bolt UK or otherwise.

Bolt UK recognises that Drivers may use other software services, and any other lawful means, to provide passenger transport services at all relevant times.

- d. You are responsible for providing all equipment necessary to perform the Journeys, 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. As a self-employed contractor, you are solely responsible for any tax obligations (for example, income tax or national insurance contributions) that you incur as a result of providing Journeys. 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. Applying to receive offers of Journeys and your commitments as a Driver**

- a. By submitting your account application, you confirm that:
  - i. you have, and will continue to have at all times, all the necessary permits, licences, insurances, road tax and authorisations to provide the Journeys under these Driver Terms, including a valid right to work in the United Kingdom (including holding a valid National Insurance Number);



- ii. you will fully comply with all conditions and requirements stipulated by any licence permitting you to agree to provide Journeys as a Driver; and
  - iii. you will, at all times while providing 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. You understand that Bolt UK will provide information regarding you, your Driver account, and your trip history to law enforcement and regulatory agencies as Bolt UK deems it appropriate to do so in cooperation with investigations or otherwise.
- c. After submitting the account application, you will be notified, for example, by email, with additional conditions that must be met in order to use the Bolt Marketplace. 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.
- d. Bolt UK will review your application and may grant you access to the Driver App in the capacity of a Driver if you meet the necessary criteria (including any regulatory requirements) to ensure proper operation of the Bolt Marketplace for Drivers and Passengers.
- e. Bolt UK will use the Driver App to: (i) communicate with you in relation to possible Journeys you may or may not wish to agree

to provide to Passengers: (ii) remind you of various road rules; (iii) send you messages; and (iv) assist you to restrict pick-up areas as per your licence terms. The Driver App is the only way in which you:

- i. can elect to fulfil a Journey with a Passenger and record and process the Journeys performed through the Bolt Marketplace; and
  - ii. may contact a Passenger who is the receiver of the Journey you have elected to fulfil.
- f. As per applicable licensing conditions, your right to use the Bolt Marketplace for Journeys is personal to you. You must not allow anyone else to use your account or transfer or sub-license your right to use the Marketplace Services to anyone else.

## **12. How you will receive offers for Journeys**

**This Section will only apply when you are online on the Driver App.**

- a. As a holder of an Operating Licence, Bolt UK may invite or accept Journey bookings from Passengers. Once Bolt UK has accepted a request for a Journey booking from a Passenger (through the User App), Bolt UK will then seek to offer this Journey to Drivers online on the Driver App. Any offer of a Journey will not be exclusive to you, and the Journey may also be offered to other Drivers, unless a Passenger has chosen an option to select a Driver as further described in Section 12.c and in that case may be offered to other Drivers if not confirmed by you.

- b. You acknowledge that Bolt UK only provides the Marketplace Services to facilitate and offer Journeys to Drivers and utilises the Marketplace Services to make this as easy as possible for Drivers and does not guarantee that your use of the Bolt Marketplace will result in you receiving offers for bookings for Journeys.
- c. Where the option to select a Driver is available, and this has been chosen by the Passenger, Bolt UK will seek to offer the Journey to the Driver selected by the Passenger. If the relevant Driver does not confirm the Journey offer request within a set timeframe or declines the offer for whatever reason, the Passenger will be prompted to request another Driver or otherwise follow the process described in Section 12.d.
- d. Alternatively, if the Passenger does not choose to select a Driver, Bolt UK will seek to first offer the Journey to the Driver closest to the selected pick-up point, also taking into account fares for the most cost-effective Journeys as well as the applicable Driver's Priority Level. If the relevant Driver does not confirm the Journey offer within a set timeframe or declines the Journey offer for whatever reason, the Journey will then be re-offered to the next Driver based on the same criteria (and so on).
- e. It will be up to Bolt UK to terminate an accepted booking for a Journey with a Passenger if it cannot successfully match a Driver to the relevant Journey.

### **13. How you can confirm or reject a Journey offer**

**This Section will only apply when you are online on the Driver App.**

- a. All the relevant Journey information will appear in your Driver App. You are not obliged to confirm any offers for Journeys or use the Driver App to go online and receive any such offers at any time.
- b. In order to ensure Driver and Passenger safety, Bolt UK may (at its discretion) limit your access to the Driver App where you have been providing Journeys for long periods.
- c. Once you have confirmed an offer for a Journey through the Driver App, a contract for providing the Journey will be formed between you and the Passenger and you will provide the Journey to the Passenger to fulfil this contract.
- d. Before starting a Journey, you must verify that you are providing the Journey to the Passenger shown in the Driver App (or that the Passenger has expressly confirmed that they allow the passenger to use their account).
- e. As part of the Marketplace Services, Passengers may provide feedback on you and your provision of the Journeys in the form of ratings. These ratings are made available to prospective Passengers as part of the User App. You should contact Bolt UK if you have any issues with the ratings that you are provided with. Bolt UK shall provide you with assistance on the Marketplace

Services including steps to consider taking to help you maintain good Passenger feedback and ratings.

#### **14. Driver Score Feature**

- a. A Driver Score may drop where the Driver does not comply with the Minimum Marketplace Service Standards set out in Section 18. You can learn more about your Driver Score via the Driver App.
- b. Driver Scores will be monitored by Bolt UK 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 Marketplace and Driver App for Passengers and other Drivers.
- c. You will be notified if your Driver Score drops below a set threshold, and in some circumstances this can entitle Bolt UK to disable your access to the Bolt Marketplace as set out in Section 8.

#### **15. Priority Level**

- a. When a Passenger has not chosen to select a Driver, Drivers with a higher Priority Level benefit from preferential allocation in accordance with Bolt UK's obligations relating to the Journey offer process as set out in Section 12.d:
  - i. Without prejudice to the other considerations referred to in Section 12.d, Drivers with a higher Priority Level may be

offered Journeys earlier than Drivers with a similar ETA but a lower Priority Level;

ii. Your Priority Level is not available to Passengers to access.

b. Further details are available on the Driver App.

## **16.How Fares will be calculated and collected from Passengers**

a. You agree that Bolt Operations will collect a Fare on your behalf (through the Drivers App) for each completed Journey that you provide to a Passenger through the Bolt Marketplace. All payments for Journeys take place via the Bolt Marketplace.

**Sections 16.b to 16.h will only apply when you are online on the Driver App.**

b. You can set your pricing which is either:

- **Own Pricing:** calculated based on a per/mile rate provided by you; or
- **Dynamic Pricing:** identified by the Bolt Marketplace, taking into account the estimated journey time, estimated journey distance, and any temporal, dynamic pricing variations.

c. You may switch between Own Pricing or Dynamic Pricing at any time through the Drivers App, which shall apply to the next Journey booking request received.

- d. You may also be offered Journeys priced above your Own Pricing where Bolt UK has already accepted your Journey booking from the Passenger with an estimated Fare above the one based on your Own Pricing. Further details are available on the Driver App.
- e. When you select the Own Pricing option, you acknowledge that certain charges are applied by Bolt UK on your behalf in addition – including the cancellation rate, minimum fare value, start fare, waiting time fare and toll roads, or similar charges.
- f. Your Fare is communicated via the Bolt Marketplace to a Passenger, based on your selected pricing preference at the relevant time, and to you when the Journey is offered to you. If the Passenger changes the destination during the Journey, the 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), an updated Fare will be applied at the end of the Journey.
- g. You may complete a Journey by any reasonable route, and Bolt UK does not set any route restrictions. Please also refer to the Minimum Marketplace Service Standards in respect of Journeys in Section 18.
- h. A Passenger may cancel a Journey after a Driver has confirmed an offer via the Bolt Marketplace. The Driver is entitled to a Cancellation Fee paid by a Passenger in the event that a

Passenger cancels a confirmed request for a Journey after a certain time period determined by the Marketplace Services. You can find out more information about this here: <https://support.taxify.eu/hc/en-gb/articles/360009457274-Issue-with-a-cancellation-fee>.

- i. Bolt UK 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 you successfully complete a Journey on the Driver App, Bolt Operations shall on your behalf, conclude the transaction, invoice the Passenger directly and either: (a) charge the Passenger's nominated credit or debit card or other accepted means of payment for the amount of the Fare; or (b) issue an invoice where appropriate.
- b. Bolt Operations will then create a receipt on your behalf setting out the route, the Fare, time and other relevant information relating to that particular Journey. The receipt for each Journey will be accessible to you on the Driver App. The receipt will also be forwarded to the Passenger.
- c. 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, Bolt Operations shall reimburse the Passenger for the Fare paid. In such a case, a valid contract has not been formed and you shall not be entitled to receive a Service Payment for the relevant Journey.

- d. Bolt Operations (or its authorised payment agents) processes all payments in relation to the Driver App, including invoicing, collecting payment from Passengers, reporting on payments, refunding Passengers (where appropriate) and remitting payment to Drivers.
- e. You acknowledge that all Settlement Services in relation to the Driver App will be performed by Bolt Operations and not by Bolt UK.
- f. In exchange for the Settlement Services, you agree that Bolt Operations will retain a Commission from any Fare collected in accordance with Section 16, based on each Journey you provide to a Passenger as a result of using the Bolt Marketplace.
- g. You can verify the amount of the applicable Commission on the Bolt Marketplace through the following link <https://support.taxify.eu/hc/en-gb/articles/4405162717074-Bolt-commission>.
- h. The Commission amount shall apply to both the Dynamic Pricing and Own Pricing models, however the Commission amount may change from time to time in accordance with the process set out in Section 2.

- i. Neither Bolt UK nor Bolt Operations are entitled to any fares or commissions you earn by providing any journey services independently or via another software provider.
- j. Once Bolt Operations receives the Passenger's payment, the Passenger's obligation to pay you is discharged.
  - i. Bolt Operations shall transfer to your bank account the amounts collected on your behalf as your Fares less the applicable Commission which have been credited to Bolt Operation's (or its authorised payment agent's) bank account in each 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 Operations 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 Operations will pay you whatever amount is owing).
  - iv. If you request a review of the Service Payments, then the payment deadlines referred to above shall not apply and Bolt Operations may transfer the Service Payments after it has concluded the review.

- k. Service Payments 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.
- l. In the event that you dispute the amount of the Service Payments, you are able to raise a complaint in accordance with Section 9.a. You authorise Bolt Operations to withhold the disputed amounts until the dispute has been resolved.
- m. You acknowledge that Bolt Operations and for the avoidance of doubt, the Bolt Parties shall not be obliged to pay you the Service Payments due from a Fare in the event of non-payment for whatever reason or if the Passenger's payment failed because the Passenger's debit or credit card or mobile payment is reversed, cancelled or is unsuccessful for any reasons not attributable to Bolt or Bolt Operations. If this occurs, Bolt Operations will help you in requesting the Fare due from the Passenger in respect of the Journey.
- n. Your Service Payments reports will be made available to you in the Driver App on a weekly basis. The reports will show the Fares collected in relation to your Journeys, as well as the amounts of the Commission retained by Bolt Operations.

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

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

- a. To create a successful digital marketplace 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 Marketplace, there are Minimum Marketplace Service Standards which you must meet and which are set out in this Section 18.
- b. You must:
  - i. once you have confirmed the Journey offer, without unreasonable delay, take the Passenger from their collection point to their point of destination in a reasonably direct and efficient manner as you deem fit in your discretion subject to appropriate unforeseen circumstances (such as mechanical breakdown or roadblocks);
  - ii. comply with all laws and regulations applicable to the provision of Journeys (for example, complying with traffic rules);
  - iii. at all times be medically fit to operate a motor vehicle, including being free from the influence of alcohol or drugs;

- iv. 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. not carry weapons (or permit weapons in your 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 providing the Journeys;
- vii. 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 facilitate routine identity checks;
- ix. promptly notify Bolt if there has been any material change in your circumstances that relate to your ability, fitness or legal entitlement to offer or perform Journeys. This may include any revocation of your driver's licence, refusal of insurance, changes to your eligibility for a private vehicle hire licence, and criminal investigation, charges, convictions or similar matters.

- c. Actions which are not consistent with the Minimum Marketplace Service Standards can include (but are not limited to):
  - i. failure to proceed to the Passenger's pickup location once the Journey offer has been confirmed by you;
  - ii. actions giving rise to concerns of safety, health or conduct from your Passengers;
  - iii. repeated and consistent cancellation of Journeys prior to arriving at the pickup location;
  - iv. cancellation of the Journey after reaching the pickup location without attempting to contact the Passenger.
- d. We expect that you will report to Bolt UK any event out of the ordinary relating to your use of the Marketplace which occurs during the Journey. As part of Bolt UK's complaints procedure, as referenced in Section 9.a, Bolt UK shall keep a record of all Journey bookings, complaints and lost property for the purposes and uses as elaborated in the Bolt Privacy Policy.

## **19. Bolt UK Obligations**

- a. Bolt UK will, at all times, regulate the Marketplace Services (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 Marketplace Services at any given time;
- iv. monitor Drivers' compliance with these Terms, including monitoring the Driver Scores;
- 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 Marketplace.

- b. You acknowledge that Bolt UK has no control over Passengers or anyone associated with them and has no responsibility or liability with respect to how or whether anyone uses your Journeys, or causes delays or damage to person or property. Bolt UK does take steps to manage any unacceptable behaviour of Passengers (for example, Passengers with poor ratings can be blocked from accessing the Bolt Marketplace).

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

- a. Bolt UK may provide support services 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 UK has the right to stop providing the support services at any time by giving you reasonable notice.

## **21. How we can use Personal Data**

- a. By using the Bolt Marketplace or Marketplace Services, you acknowledge that your personal data will be processed in accordance with the Bolt Privacy Policy. For details on how Bolt UK collects, stores, discloses and processes your personal data, please refer to our Bolt Privacy Policy: <https://bolt.eu/en-gb/legal/gb/privacy-for-drivers/>.
- b. Unless we expressly permit you to do so otherwise, you shall only collect, record, store, grant access, use or cross-use the personal data provided by the Passengers or made accessible by the Bolt Marketplace for the purposes of fulfilling the Passenger's Service request made via the Bolt Marketplace, always in accordance with applicable data protection laws and regulations.
- c. Unless a communication is initiated at the Passenger's direct request, you shall only contact a Passenger for the purpose of fulfilling the Passenger's Service request made via the Bolt Marketplace, always in accordance with applicable data



protection laws and regulations. Bolt UK can monitor Driver and Passenger communications and intercept these, in accordance with the Bolt Privacy Policy.