

**RADIO TAXIS GROUP LIMITED**  
**DRIVERS TERMS AND CONDITIONS**

August 2010

**1. Definitions**

The following definitions shall apply:

**“Code of Conduct”** means our code of conduct (as amended by us from time to time) which sets out certain standards of conduct which should be observed by all Drivers participating in the Group Circuits. A copy will be provided to you on request.

**“Driver”** shall mean the person who has agreed to participate in one of the Group Circuits and may be referred to as “you” in this contract.

**“Radio Services”** means the radio telephony and data services provided by us to you.

**“Group Circuits”** means the circuits in our group (including Radio Taxis and Xeta) which receive Radio Services.

**“We/ us/ our etc”** shall mean Radio Taxis Group Ltd.

**2. Equipment**

We shall:

- a. fit your vehicle (as agreed with us from time to time) with radio/ data equipment of the type, and with the functions, considered necessary by us for participation in the Group Circuits; and
- b. replace any such equipment which is defective or develops a fault through no fault of yours to the relevant vehicle.

Any radio/ data equipment fitted to your vehicle by us shall remain our property.

You will ensure that:

- a. such equipment is treated with due care, kept safe from harm and only used in accordance with such instructions as may from time to time be issued by us; and
- b. such equipment is not removed from the vehicle to which it has been fitted by us or on behalf of us; and
- c. neither such equipment nor such vehicle is used by any person other than you (except with our prior written consent).

### **3. Equipment Bond**

You shall pay a bond to us in respect of the radio/ data equipment fitted to your vehicle by us or on our behalf. We may apply the bond towards the replacement or repair of any such equipment, which is lost or damaged as a result of a default by you.

The level of the bond is currently £500 but may be increased by us giving you at least 28 days notice.

We may allow you to pay the bond in instalments. To the extent that the level of your bond held by us is less than the level from time to time required by us:

- a. we shall be entitled to deduct £10.00 per month from your account with us until the level of the bond reaches the level required by us; or
- b. if we so demand, you shall on demand pay us the amount of the shortfall.

### **4. Ongoing Obligations**

You shall:

- a. not do anything which damages or may damage our interests or reputation;
- b. at all times comply with the Code of Conduct;
- c. notify us in writing of any changes to any information which you have provided to us on your application to participate in the Group Circuits; and
- d. ensure that you are and that any vehicle driven by you on the Group Circuits is appropriately licensed at all times and that you comply at all times with all requirements (including restrictions) set out in or relevant to your licence.

### **5. Subscriptions**

a. You agree to pay the appropriate subscription for participation in the Group Circuits on the first day of the week to which such subscription relates.

b. You agree that should your subscriptions fall into arrears we are entitled to deduct the subscription money owed from your account with us (this provision does not affect the right to suspend or terminate under 6.1a).

c. The appropriate subscription in relation to the Radio Services will be notified to you when you join us and this may be increased from time to time by us giving you at least 4 weeks notice.

### **6. Suspension or Termination of Subscribers Right to Radio Services**

#### **6.1 General**

We may suspend (in whole or in part) or terminate your right to receive Radio Services if:-

- a. you are more than two weeks in arrears with your subscription;

- b. you have not paid any other payment due from you to us within two weeks of it becoming due (or by such other later time as we may decide from time to time);
- c. you no longer hold a current licence issued by the relevant statutory authority to ply for hire in all or in any part of the Metropolitan Police Area; and/or
- d. you commit a breach of these terms and conditions and/or the Code of Conduct or if in our opinion your conduct has brought or may bring Radio Taxis Group Limited into disrepute.

## **6.2 Complaints Committee**

In relation to any allegation falling under 6.1 (d) above – i.e. breach of these terms and conditions (including breach of the Code of Conduct) or conduct which has brought or may bring us into disrepute – the following stages shall be followed:-

- a. in the event of receipt of a complaint against you which falls into the above categories the Company Secretary of Radio Taxis Group Limited will convene a Complaints Committee consisting of three Drivers to investigate the complaint;
- b. if the Complaints Committee dismisses the complaint no further action will be taken against you;
- c. if the Complaints Committee finds against you it can impose a penalty of up to three weeks suspension (in whole or in part) of Radio Services; and
- d. if the Complaints Committee believe that a Complaint which it has upheld merits a longer suspension than three weeks or termination of Radio Services altogether then it must make a recommendation to the Board of Directors of Radio Taxis Group Ltd (the Board) to this effect.

## **6.3 Board Decision**

- a. any recommendation of the Complaints Committee to suspend Radio Services for more than three weeks or to terminate such services altogether shall be investigated by a subcommittee of the Board;
- b. if you face such recommendation, you shall be notified of the findings of the Complaints Committee and shall be given the opportunity to appear before the subcommittee of the Board to state your case;
- c. the decision of such a subcommittee shall be final unless it is to terminate Radio Services provided to you if you are also a Shareholder in Radio Taxis Group Limited, in which case the following procedure under 6.4 will apply.

## **6.4 Appeals Committee**

- a. if the Board decides to terminate Radio Services to you and if you are also a shareholder of Radio Taxis Group Limited you shall have the right of appeal to a panel of up to three persons appointed by the Company Secretary of Radio Taxis Group Ltd who are not Drivers, Directors or employees of Radio Taxis Group Ltd (the Appeals Committee);
- b. any appeal to this Appeals Committee must be made in writing within 21 days of notification of the decision under 6.3 c. above to terminate Radio Services;
- c. pending the outcome of such an appeal, you shall be suspended from receiving Radio Services;
- d. the decision of this Appeals Committee will be final;

- e. the costs of holding any appeal under 6.4 including any professional fees of the members of the Committee shall be paid by whoever loses the appeal i.e. if you win your appeal we will pay the costs and if you lose your appeal you must pay the costs;
- f. you will be notified of the approximate anticipated costs of the appeal at least 10 days before the hearing.

## **6.5 Resignation**

You may terminate your participation in the Group Circuits on giving at least 4 weeks notice in writing to us (so as to terminate at the end of the notice period) or by paying 4 weeks subscription in lieu of such notice.

## **6.6 Procedures Following Termination of Radio Services (for Whatever Reason)**

On termination of your participation in the Group Circuits for whatever reason:-

- a. you will report immediately to a fitting station designated by us for the removal of the radio/ data equipment provided to you by us for which a strip out fee will be payable at the rate notified on joining (subject to any increase announced since then) ; and
- b. we shall repay the balance of your equipment bond held by us after such deduction as we may consider reasonable for any damage to or failure to return radio/ data equipment to be returned by you and any arrears of subscriptions or other payments due to us from you.

## **7. Capacity**

- 7.1 We shall act as your agent in the collection of the metered fare from account clients (except as set out in 7.3 below).
- 7.2 In respect of all other charges (including as set out in 7.3 below) we shall be the principal.
- 7.3 The exception to 7.1 is where we charge a fare to the client which is different from the fare which we pass on to you. In all such cases, we shall act as principal in relation to all charges including the fare.

## **8. Variations**

We shall be entitled to vary these terms and conditions by giving at least 4 weeks notice to you but no variation shall be made which does not apply to all the relevant Drivers.

## **9. Miscellaneous**

No person who is not a party to the contract between a Driver and us shall be entitled to the benefit of that contract by virtue of the Contracts (Right of Third Parties) Act 1999.