

## **Terms and Conditions for AJDSL IRL Limited Driver App and Driver Portal**

Last updated: 3<sup>rd</sup> December 2025

### **1. APPLICABILITY**

These Terms and Conditions (“Terms”) constitute the full agreement between:

- the Driver Partner (also referred to as “you”);
- AJDSL IRL Limited (“**AJDSL**”, ‘AJ Data Services’) (also referred to as “we, us and our”) in relation to the Partner offering Passenger Transport Services through the AJDSL platform;
- Our Agent(s) who may offer the provision of certain equipment leasing and billing services to the Partner in addition to licensing **compliance and checks** on behalf of AJDSL.

Please review these terms carefully before you accept them.

### **2. DEFINITIONS**

**AJDSL IRL Limited:** AJDSL is a company incorporated in the Republic of Ireland with registered number 675144 and registered office at Digital Office Centre, Balheary Road, Swords, Co. Dublin, K67 E5A0, Republic of Ireland.

**Driver Partner (or “you”):** a natural person or legal entity who / which has been approved by AJDSL and Our Agent(s) as a Partner having applied to AJDSL for such approval and having agreed to the Terms who:

Is an individual who possesses a valid:

- (a) Private Hire Vehicle Driver’s licence issued by one of the Licensing Authorities; or
- (b) Hackney Carriage Driver’s licence enabling him / her to perform Passenger Transport Services through AJDSL, and is able to receive bookings through the Driver App on the Partner’s account.

**Client:** a natural or legal person who books the provision of Passenger Transport Services (whether for themselves or another person).

**Driver App:** Mobile application software licensed by AJDSL, via which, Driver Partners use their AJDSL account and can offer Passenger Transport Services to Clients.

**Driver Fees Schedule:** means the document available on the Driver Portal whereby the driver can find AJDSL’s charging structure, as amended from time to time, at AJDSL’s sole discretion.

**Driver Portal:** means the software provided to the Driver Partners by AJDSL to manage the relationship between the parties, such as (but not limited to), storage of this document and Driver Fees Schedule. Found at: [https://driversportal.app/legal\\_page](https://driversportal.app/legal_page)

**Licensing Authorities:** the local authorities from which Our Agent(s) hold a private hire vehicle operator's licence, details of which are available directly from Our Agent(s).

**Our Agent(s):** means the private hire vehicle operator(s) that AJDSL engages as its agents that hold valid licences to invite bookings for private hire from their relevant licensing authority. From the following licenced hub premises:

**Adur District Council**

Brooklands House, 58 Marlborough Road, Lancing, BN15 8AF

**Ashfield District Council**

55a Low Street, Sutton in Ashfield, Nottinghamshire, NG17 1AZ

55a Portland Square, Low Street, Sutton in Ashfield, Nottinghamshire, NG17 1AZ

**Bolsover District Council**

28 Morefield Lane, Whaley, Thorns, Mansfield, NG20 9DA

**Bradford City Council**

19C Northgate, Baildon, West Yorkshire, BD17 6JZ

**Bristol City Council**

New Minster House,, 27 - 29 Baldwin Street, Bristol, BS1 1LT

**Cambridge City Council**

CamCab House, Coldhams Road, Cambridge, CB1 3EW

**Chichester District Council**

Metro House, Northgate, Chichester, West Sussex, PO19 1BE

**Derby City Council**

60 Osmaston Road, Derby, DE1 2HZ

**East Riding of Yorkshire**

Nippy Taxis, Albion Road, Scarborough, North Yorkshire, YO11 2BT

**Kirklees Council**

367 Soothill Lane, Soothill, Batley, WF17 6ES

**Leeds City Council**

107A New Road Side, Horsforth, LS18 7TU

Leeds & Bradford Airport, Leeds, LS19 7TU

**Lewes District Council**

The Mallings Business Centre, 112 Malling Street, Lewes, East Sussex, BN7 2RG

**Mansfield District Council**

Ace House, Great Central Road, Mansfield, Nottinghamshire, NG18 2RJ

**Newark & Sherwood District Council**

Ace House, Great Central Road, Mansfield, NG18 2RJ

**North Somerset Council**

Bristol Airport, Bristol Road, Felton, Bristol, BS48 3EP

**North West Leicestershire District Council**

Unit 8 Enterprise House, Ashby Road, Coalville, Leicestershire, LE67 3LA

Arrivals Hall, Beverley Road, Castle Donington, DE74 2SA

**North Yorkshire Council**

Nippy Taxis, Albion Road, Scarborough, North Yorkshire, YO11 2BT

**Nottingham City Council**

Little Tennis Street, Nottingham, NG2 4EL

**Portsmouth City Council**

1000 Lakeside North Harbour, Western Road, Portsmouth, PO6 3EZ

**Rushcliffe Borough Council**

15 Bressingham Drive, West Bridgford, Nottingham

**South Cambridgeshire District Council Licence**

CamCab House, Coldhams Road, Cambridge, Cambridgeshire, CB1 3EW

**South Gloucestershire Council**

2440/2430 The Quadrant, Almondsbury, Bristol, BS32 4AQ

**Wolverhampton. City Council**

6 Walsall Street, Wolverhampton, WV14 0AT

**Worthing Council**

34B, Railway Approach, Worthing, BN11 1UR

**Passenger:** natural person being transported by a Driver Partner because of a booking made by a Client which was subsequently accepted by a Driver Partner via the Driver App.

**Passenger Transport Services:** The service of conveying a Passenger from a departure point to a destination point using the Vehicle.

**Premium Booking:** means a booking offered to Driver Partners using an authorised Premium Vehicle or who have achieved “Premium Status”.

**Premium Status:** means authorised Driver Partners who have achieved a “premium status” incentive as offered by AJDSL from time to time. The terms and conditions of any current incentives can be found on the Driver Portal and are subject to change at AJDSL’s sole discretion.

**Premium Vehicle:** meaning a vehicle licenced to undertake private hire bookings under 5 years old, serviced through our authorised partner, as updated from time to time on the Driver Portal.

**The Vehicle:** the vehicle or vehicles (multiple vehicles may be assigned to a Driver Partner account) which is adequately licensed by one of the Licensing Authorities for Passenger Transport services which are rendered by a Driver Partner.

### 3. NATURE OF RELATIONSHIP

3.1. AJDSL is not obliged to offer any work to the Driver Partner, and the Driver Partner is not obliged to accept any work which may be offered. The Driver Partner may elect to refuse any passenger journey offered to them at their sole discretion, although Driver Partner acknowledges that:

- for certain Clients and/or pick up areas, AJDSL will only offer work to a Driver Partner, who complies with the additional requirements set out in 3.1.1. below.

#### 3.1.1. Additional requirements

There are certain *limited* circumstances where the Driver Partner may be required to comply with additional criteria in order to be offered work through the Driver Partner Account, namely:

##### *3.1.1.1. Vehicle occupancy limitations*

AJDSL will not allow the Driver Partner to access bookings via the Driver App to transport more Passengers than the Driver Partner's Vehicle is licensed to carry.

For example, a vehicle licensed to carry 4 Passengers, the Driver Partner will not be able to access bookings for 5 or more Passengers.

##### *3.1.1.2. Vehicle class limitation*

In certain instances, Our Agent(s) may market "Premium Vehicles" through our platform. These bookings will require the Driver Partner to use a Vehicle of higher quality and prestige than a standard Vehicle. As such, the Driver Partner will require approval to access premium bookings by Our Agent(s) in order to be offered such bookings in the Driver App.

More information can be provided by Our Agent(s).

##### *3.1.1.3. Driver compliance limitations*

Our Agent(s) may generate bookings from Clients that they have tendered for which require additional safety checks to be undertaken by Our Agent(s) prior to bookings being offered to the Driver Partner.

In such instances, the Driver Partner may be required to provide an enhanced DBS checked at the point of onboarding with Our Agent(s) in order to comply with the Client's requirements for Passenger Transport Services.

The Driver Partner will require Our Agent(s) approval to access bookings with enhanced compliance requirements in the Driver App.

More information can be provided by Our Agent(s).

#### *3.1.1.4. Use of Our Agent(s) marketing materials*

In certain instances, Our Agent(s) may be required by the Client to ensure their marketing materials are visible for Passenger Transportation Services. Such as, Our Agent(s) signage or apparel showing Our Agent(s) branding.

The Driver Partner will require Our Agent(s) approval to access bookings with marketing material requirements in the Driver App.

More information can be provided by Our Agent(s).

- 3.2. AJDSL may, at its discretion, procure that two types of work are offered through the Driver App: journeys pre-booked for a particular time (for example, an appointment to collect a Passenger from an airport at a particular time); and “ASAP” journeys, where a Driver Partner using the Driver App may be offered the opportunity to pick up a Passenger from a location proximate to the Vehicle as soon as possible.
- 3.3. While the Driver Partner is not under obligation to perform any work offered by AJDSL, either at all or in any particular amount, insofar as a Driver Partner does elect to offer their services and accept work through the Driver App, the Driver Partner gives the following undertakings via Our Agent(s):
  - where a Driver Partner has accepted a pre-booked journey, to ensure (insofar as possible) the arrival of the Vehicle at the pickup location at the time specified in the booking;
  - to ensure the safety of Passenger(s) throughout the entire journey;
  - to ensure that the Driver Partner is licensed and certified for rendering Passenger Transport Services to Passengers in accordance with all applicable (local) laws and regulations, including but not limited to possessing a valid (a) private hire vehicle driver's licence issued by one of the Licensing Authorities or (b) hackney carriage driver's licence (being the same authority as the one which has licensed the Vehicle he or she is driving);
  - to ensure that the Vehicle is fully licensed and authorised to provide Passenger Transport Services, including but not limited to possessing a valid private hire vehicle licence issued by one of the Licensing Authorities or hackney carriage vehicle licence;
  - that the Vehicle is roadworthy and is licensed and certified in accordance with all applicable (local) (safety) laws and regulations;

- to comply with all applicable (local) (safety) laws and regulations regarding Passenger Transport Services;
- to have insured the Vehicle, the lives and health of Passengers as well as the carrier liability in accordance with all applicable (local) laws and regulations;
- to be fully and exclusively liable for any direct, indirect, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of the actions or inactions (subcontractor) of Partner or Driver;
- not to be undergoing reorganisation, bankruptcy, liquidation or any other proceedings of this kind;
- to assist in handling and resolving Client complaints promptly upon request by AJDSL or Our Agent(s), and to compensate AJDSL or Our Agent(s) for any costs associated with any Client's claim which result from a breach of the Terms by the Driver Partner.

3.4. As an AJDSL Driver Partner you may be either a natural person or a legal entity. AJDSL provides Driver Partners the platform to provide Passenger Transportation Services, and imposes no requirement that this is done personally. Becoming an AJDSL Driver Partner and paying the relevant licence fees gives you permission to install and have access to the Driver App, for as long as the Terms remain in force. It is up to you to comply with the requirement that you are appropriately licensed and have been accredited by AJDSL or Our Agent(s) in advance. You will then be granted access to the Driver App linked to your account using the unique access details provided to you for this purpose by AJDSL. You must be licensed and certified in accordance with all applicable laws and regulations.

#### 4. CREATING AN ACCOUNT

4.1. Before being able to use the Driver App, the Driver Partner must create an account with AJDSL. AJDSL will provide log-in details for the Driver Partner. Drivers shall use their own personal log-in details to log in to the Driver App and Driver Portal.

4.2. In order to create an account, the Driver Partner must provide the following information: bank details; VAT number (if applicable); legal name (corporate name if legal entity, trading name if sole trader) and company number (if legal entity). In addition, the Driver Partner must provide the following information: date of birth; private hire vehicle or hackney carriage drivers licence number and issuing authority; official proof of NI; UTR number (if applicable); private hire vehicle or hackney carriage licence; driving licence; any such other information as may be reasonably required by AJDSL or Our Agent(s).

4.3. AJDSL may deactivate or annul accounts at any time, in particular if:

- AJDSL has reasons to believe that the account is created with false data or otherwise used for fraudulent purposes;
- The Driver Partner fails to comply with the Terms of AJDSL or Our Agent(s) has reason to believe that the Driver Partner has failed to comply with the Terms;
- AJDSL has reason to believe that the Driver Partner has failed to ensure that the Passenger Transport Services are performed using the Vehicle, or Driver Partner who is properly authorised, and/or if Our Agent(s) are notified by the local licensing authority that the Driver Partner is no longer permitted to hold a licence for private hire;
- The Driver Partner is or will be undergoing reorganisation, bankruptcy, liquidation or any other proceedings of this kind;
- AJDSL has reasons to believe that the Driver Partner has failed to meet the standards of service required by AJDSL or Our Agent(s);
- A Driver App is inactive for 30 days or more, in which event the Driver Partner (or relevant Driver authorised under their Partner account) may be required to undergo reaccreditation checks (for the avoidance of doubt, such a suspension does not affect the continuance of These Terms);
- The Driver Partner is in arrears with licence fees;
- The Driver Partner fails to inform AJDSL or Our Agent(s) that their licence is due to expire within 14 days of the expiry date;
- Such other reasons as AJDSL may reasonably determine at its sole discretion.

Our Agent(s) may conduct compliance checks and liaise with the Driver Partner in relation to their licence(s) in line with the responsibilities imposed on Our Agent(s) and Driver Partners by Licensing Authorities.

## 5. CONDITIONS OF USE FOR THE DRIVER APP

- 5.1. AJDSL makes the Driver Portal, and Driver App and the work offered via the Driver App available to the Driver Partner on a non-exclusive, non-transferrable revocable weekly licence for business purposes in accordance with these Terms and for the weekly prevailing licence fee outlined in the Driver Fees Schedule of fees as amended by AJDSL at its own discretion from time to time. Licence fees are payable by the Driver Partner to AJDSL or in certain instances Our Agent(s) as collection agent for AJDSL IRL LIMITED weekly in arrears.
- 5.2. The Driver Partner will not, misuse the Driver App, and in particular:

- The Driver Partner will not (or will not attempt to) get access to the Driver App by means of an account based on a false identity;
- The Driver Partner will not get access to the Driver App by means of another Driver Partner's account and/or otherwise try to violate the security systems of the Driver App or Driver Platform, nor allow any unauthorised third party access to the Driver Partner's account;
- The Driver Partner will not instruct or allow third parties to make and distribute copies of the Driver App or Driver Portal or (attempt to) copy, rent, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Driver App or Driver Portal, or create derivative works of the Driver App or Driver Portal of any kind whatsoever.

5.3. AJDSL reserves the right to amend or withdraw the Driver App and Driver Portal at any time and for any reason.

## 6. PAYMENT

6.1. AJDSL acts as an intermediary between Clients and Driver Partners. Pursuant to its operator's licences granted by the Licensing Authorities, Our Agent(s) make the provision for the invitation and acceptance of bookings for Passenger Transport Services. Work which is subject to this regulatory acceptance is offered by AJDSL through the Driver App as provided for above. All contracts for Passenger Transport Services are entered into between the Driver Partner accepting the relevant work and the Client requesting the relevant work. Neither Our Agent(s) nor AJDSL IRL LIMITED are providers of Passenger Transport Services and are not parties to any such contracts.

6.2. As part of its intermediary services, AJDSL by Our Agent(s) enters into booking service arrangements with various Clients to pay for Passenger Transport Services on account (so in arrears on invoice). Where work is offered for such Clients ("account work"), Our Agent(s) will as agent for the relevant Driver Partner who has undertaken account work invoice the relevant Clients for such account work and remit the invoice proceeds to the relevant Driver Partner and *may deduct* an administration fee agreed with the Driver Partner. Our Agent(s) also reserve the right to charge Clients a service charge for account work which it may retain.

6.3. As part of its intermediary services, AJDSL or Our Agent(s) offer the facility to Driver Partners to process payments for Passenger Transport Services made by any form of online payment. An administration fee as a percentage of the value of any online payment transaction *may* be made by AJDSL or Our Agent(s) by our sole discretion for undertaking such processing.

- 6.4. Right to withhold payments to the Driver Partner in case of (suspicion) of non-compliance or fraud – If AJDSL or Our Agent(s) have reason(s) to believe or suspect that the Driver Partner has materially failed to comply with its obligations under this Agreement or is involved in fraudulent activities, AJDSL and/or Our Agent(s) is entitled to withhold payments to the Driver Partner pending completion of an investigation.
- 6.5. No minimum income – The fees that AJDSL pays to the Driver Partner depends on the number of rides that the Driver Partner execute by using AJDSL's intermediary services. AJDSL does not guarantee the Driver Partner any, or any minimum, income.
- 6.6. The Driver Partner gives AJDSL express permission to deduct any fees owed to AJDSL from the balance of any online payments processed on behalf of the Driver Partner by AJDSL in a given charging period.
- 6.7. Tax obligations – the Driver Partner is fully and exclusively responsible for compliance with all applicable (local) tax laws and obligations in relation to the provision of Passenger Transport Services pursuant to the Terms. The Driver Partner will indemnify and keep AJDSL and/or Our Agent(s) indemnified against any costs (including legal costs), claims, damages, penalties, liabilities, expenses, proceedings, or interest AJDSL may suffer or incur as a result of the Driver Partner's failure to comply with this obligation.

## **7. PASSENGER TRANSPORT RATES**

The tariffs that are charged to Clients who buy Passenger Transport Services are shown on the Driver App for individual journeys.

## **8. NO AGENCY RELATIONSHIP WITH AJDSL IRL LIMITED**

The Driver Partner warrants that it is an independent contractor in business on its own account. AJDSL acts as an intermediary between the Driver Partner and Clients, providing a platform through which the Driver Partner can enter into contracts for the provision of Passenger Transport Services to Clients. Our Agent(s) are the agent of the Driver Partner for the limited and sole purposes of the regulated activity of making provision for the invitation and acceptance of bookings for a private hire vehicle and (where applicable) invoicing and credit control for account work and/or the processing of online payments.

## **9. MARKETING, ADVERTISING**

AJDSL has the right to carry out advertising and promotion activities of its intermediation services at its sole discretion. AJDSL will determine, at its sole discretion, the volume, content and method of its advertising and marketing activities.

## **10. DATA PROTECTION AND PRIVACY**

- 10.1. Any personal data that Partner supplies to AJDSL, whether relating to the Driver Partner (if a natural person) or any Driver, will be used in accordance with AJDSL Privacy Policy.
- 10.2. The Driver Partner agrees to take such steps as are necessary to comply, and to assist AJDSL to comply, with all applicable obligations under data privacy legislation including but not limited to the General Data Protection Regulation, including ensuring that personal data of Clients and Passengers is only processed in a manner consistent with the legislation, is not used for any unauthorised or unlawful purpose (including any Driver Partner contacting any Client or Passenger for any reason other than the provision of the Passenger Transport Services), is stored safely and securely, and is not retained for any longer period than necessary to comply with legal obligations.

## **11. INTELLECTUAL PROPERTY RIGHTS, LICENCE**

- 11.1. AJDSL/ Our Agent(s) are the exclusive owner of all (intellectual property) rights relating to the words / device marks. The design and interface of the website (s) as detailed on the Driver Portal [driversportal.app](http://driversportal.app), as well as the corresponding domain names. All intellectual property rights of any nature vesting in the Driver App together with the underlying software code are exclusively owned by AJDSL/Our Agent(s).

## **12. AVAILABILITY OF DRIVER APP, DISCLAIMER OF WARRANTIES**

- 12.1. AJDSL will use reasonable efforts to make the Driver App available at all times (but is under no obligation to do so). However, the Driver Partner acknowledges the Driver App is provided over the internet and the quality and availability of the Driver App and Driver Portal may be affected by factors outside AJDSL's reasonable control.
- 12.2. AJDSL, its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Driver App and Driver Portal, or any difficulty in downloading or accessing content, or any other communication system failure which may result in the Driver App being unavailable.
- 12.3. AJDSL will not be responsible for any support or maintenance of the Driver App.
- 12.4. To the maximum extent permitted by law, AJDSL hereby disclaims all implied warranties with regard to the Driver App and Driver Portal. The (software of the) Driver App is provided "as is" and "as available" without warranty of any kind.

## **13. EQUIPMENT REQUIREMENTS INCLUDING DRIVER APP**

- 13.1. The Driver Partner is responsible for providing all necessary tools and equipment to perform the Passenger Transport Services, including in particular the Vehicle, fuel for the Vehicle. The Driver Partner is responsible for the servicing and maintenance of the Vehicle.

- 13.2. The Driver Partner must equip each working Vehicle with a dedicated personal digital assistant device on which to host the Driver App. A chip and pin card reader is optional but advised which can be provided by Our Agent(s), which equipment may be hired from Our Agent(s) from week to week in accordance with Our Agent(s) tariffs of equipment hire fees prevailing from time to time.
- 13.3. The version of the Driver App software may be upgraded from time to time to add support for new functions and services. This may require the Driver App to be unavailable for a period of time which AJDSL will not be held liable for any loss of work to the Driver Partner.
- 13.4. It is the Driver Partner's responsibility to ensure that their personal digital assistant device is regularly updated to ensure compatibility with the latest version of the Driver App.

#### **14. LIMITATION OF LIABILITY**

- 14.1. AJDSL is in no event liable for any direct, indirect, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of the actions or inactions of any the Driver Partner, Clients or Passengers.
- 14.2. Neither is AJDSL in any event liable for:
  - any damages resulting from a third party fraudulently making use of the Driver Partner's account;
  - failure to meet any of AJDSL obligations under These Terms where such failure is due to events beyond AJDSL control (for example a network failure);
  - any damage or alteration to Driver Partner or any Driver Partner's equipment, including but not limited to computer equipment, handheld device or mobile telephones, as a result of the installation or use of the Driver App.
  - any road traffic violations, parking violations or any other penalty charges the Driver Partner may receive whilst using the Driver App.

15. Nothing in These Terms shall exclude or limit any liability of AJDSL which cannot be excluded or limited under applicable law.

## **16. TERMINATION**

This agreement may be terminated at any time immediately upon written notice by one party to the other.

## **17. MISCELLANEOUS PROVISIONS**

- 17.1. For any complaints or questions and / or lost & found items, contact us via the Driver Portal.
- 17.2. The Terms shall be governed by and construed in accordance with the law of the Republic of Ireland.
- 17.3. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Dublin, Ireland. The language of the arbitration shall be English. The courts of the Republic of Ireland shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this arbitration agreement. The arbitrator's award or decision will be final and binding on the parties. Each party in the arbitration will be responsible for its own legal fees, costs and expenses, subject to the arbitrator's authority to award legal fees to a prevailing party if expressly permitted by the law under which the dispute arises. Arbitration shall be the sole, exclusive and final remedy with respect to all disputes provided that you have not lodged an objection and given notice that you claim the right of settlement of the dispute of by the court with jurisdiction pursuant to the law within one month of AJDSL IRL LIMITED invoking this arbitration clause.
- 17.4. If any provision of The Terms shall be deemed unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from These Terms and shall not affect the validity and enforceability of any remaining provisions.
- 17.5. The Driver Partner shall not have the right to assign this agreement without the prior written consent of AJDSL.
- 17.6. Nothing in The Terms shall be construed as placing any restriction on the Driver Partner's ability to offer or to provide services to such third parties as the Driver Partner may choose, including competitors of AJDSL, and it is acknowledged that at the same time as a Driver Partner is using the Driver App through the Driver Partner's account the Driver Partner may simultaneously keep open the apps of one or more other potential work providers (licensing regulations permitting), with a view to offering (or not offering) the Driver Partners' services to any or all of them.