

SELF-EMPLOYMENT AGREEMENT.

(This document should be read in conjunction with the Self-Employed Drivers Supplementary document and the Rules and Regulation Overleaf. Which forms part of this agreement)

PARTIES TO THIS AGREEMENT BETWEEN

BA INT LTD 446B RAYNERS LANE, PINNER, HA5 5DX. AND

Name: _____

herein after called "The Driver" Of

Address: _____

NI Number:

Mobile:

Email:

The effective date of this agreement is from _____
(date) and will terminate by either party providing two weeks' notice in writing on either side. (See section 1.3 overleaf)

Private Hire Vehicles (London) Act 1998

We ba int ltd (private hire operator) shall enter into a contractual obligation as principal with the person making the private hire booking to provide the journey which is the subject of the booking and any such contractual obligation must be consistent with the Private Hire Vehicles (London) Act 1998 and these Regulations.

According to the Private Hire Vehicles (London) Act 1998 and these Regulations. you aware that they can only accept private hire bookings from a licensed operator like ourself ba int ltd. You (driver) plying for hire or accepting fares that have not been booked through a licensed operator is committing an offence that may result in a fine, conviction and the loss of their PHV driver's licence.

Your (driver) must not allow any passenger to enter their vehicles without first having received the booking from us (ba int ltd). In addition, you (driver) must not draw attention to yourselves as being available for hire.

Any act or gesture accompanied by a conversation with a member of the public suggesting that the driver is available for hire without a booking from us (ba int ltd) is unlawful. This applies whether or not the you (driver) are sat in their vehicle.

You must have valid TFL Private hire driver licence, TFL Private hire vehicle licence, hire and reward insurance, vehicle test certificate (every 6 months), While doing private hire must maintain Fit and proper roadworthy PHV, as well understand, agree and must try to follow the TFL Private Hire Vehicles (London) Act 1998 at all the time.

PAYMENTS/SERVICES/CHARGES/TAXES

The Driver agrees to render his driving service with due diligence and care hired by the BA INT LTD subject to the terms overleaf. As a self-employed you are responsible for paying your own Income Tax, National insurance contribution, and all other charges and taxes either directly or indirectly connected with his/her service and vehicle (see section 5,6,8.2 overleaf)

WARRANTIES

As the Driver You warrant and represent that:

The service to be performed under this agreement will be carried out using the appropriate skill and care.

Whilst you act as a representative of BA INT LTD you are not authorised to enter into any other agreement or contract on behalf of the company nor in any other way seek to bind the company in any manner without the prior agreement of the Chief Executive/General manager/Director.

As a self –employed Driver you are responsible for maintaining your own private hire vehicle, public, employer liability & any other professional indemnity insurance.

Whist you act as a representative of Batransfer.com, AirportOnly.co.uk, Wembley Minicabs.co.uk etc..., you are not authorised to enter into any personal business dealings or personal contacts with any assigned/ hired customers by influencing the customers and maintain personal dealings that would affect the company's business and clientele relationship.

RESTRICTIVE COVENANTS

Following termination of this agreement you shall not:

(a) Use or disclose any confidential information relating to the Business or financial affairs of the company or the company's Clientele, to any person, firm, company or other body who are Directly or indirectly connected with the same business, so long As the information remains confidential either directly or indirectly.

(b) For a period of 12 months solicit or deal with any person, Firm, company or other body who are directly or indirectly Connected with same or similar business, within the period of 1 month Prior to the termination of this agreement, a client or supplier of The company provided that this restriction shall not apply to Customers or suppliers with whom you have personal dealings or Direct management responsibilities.

(c) For a period of 1 year endeavour to entice away from the firm any Employee of the firm who was employed at the time of termination of this agreement.

GENERAL

You will be obliged to comply with the company's policies and procedures relating to health and safety, equal opportunities and harassment at work. Details of such policies will be available from the chief executive/General Managers.

JOB DESCRIPTION:

The independent contractor (driver) shall be assigned with boarding and dropping passengers from an assigned place /station and drop them in their required destination without any inconvenience to the passengers upon collecting the fares, which is reasonable and agreed.

Though the assignment of work would be in an orderly basis in case of emergency or busy situation or under special request of customer the assignment would be passed on to such person who would be available instantly or close to the place of pick and destination.

However, no delegation or substitution is permitted without the consent of the company.

The job involves public care and safety and involves pleasant customer care and service. Under unforeseen situation or crisis in case of any mechanical default to the vehicle the contractor should immediately inform

the company and under their instruction arrange an alternative means as directed and ensure safe halt.

TRAINNING:

Necessary training would be rendered periodically to the contractor to test his competence and professional skill as a driver.

OBLIGATIONS

The Assignee/driver upon utilising the service and training from the company intentionally desires to bypass the contract or revoke the contract within two weeks from the date of assignment without any genuine reason would be liable to pay the required training cost incurred by the company in training him in the sum so fixed by the company.

(I understand the contents from <https://www.batransfer.com/MainPage/DriverTermsAndCondtions> and <https://www.batransfer.com/MainPage/DriversRulesAndRegulations> in addition these were read over to me in the vernacular language and I consent to the above terms and conditions. / Read and I understood my responsibilities as well as Private Hire Vehicles (London) Act 1998)

DECLARATION:

I _____

OF _____

do hereby consent to the terms and

conditions set above and sign this contract on the day of _____ 20 _____

Driver Signature: -

1. DEFINITION AND INTERPRETATION

1.1 Agreement means this Agreement

1.2 Driving -hired services means driving service as driver to **BA INT LTD.**

1.3 Term – this agreement shall commence on the date given overleaf and shall continue until terminated by either party giving to the other two weeks notice in writing or as otherwise provided under this agreement.

1.4. Fees/rent/commissions – it can be fixed / based on from each job, usually calculated at flat rate of 25%.

2. WARRANTIES AND OBLIGATIONS

As a material inducement to BA INT LTD. To enter into this agreement the Driver warrants Undertakes and agrees with BA INT LTD. That:

2.1 The Driver is free to enter into this agreement

2.2 The Driver is not under any disability restriction or prohibition that might prevent the driver from rendering his personal driving service as a driver.

2.3 The driver shall render personal service to the best skill and ability of the person as a professional at such places and at such Time as shall be agreed between the Drivers and **BA INT LTD.**

2.4 The Driver shall at all times ensure that **BA INT LTD.** Is informed of the place of Residence, telephone number, his contact Source, insurance particulars, both self & His vehicle, and supply a copy of his vehicle Related documents-MOT, PH Insurance, Driving Licence, PCO&PHV Licences.

Certificate and shall be obliged to produce the original for verification as and when requested.

3. OTHER DUTIES:

3.1 The driver shall not be required to perform Any other duties or assignment while engaged with our customers which assigned by the company

The company wishes to be sure that all of Those whose service are hired make full and Useful contribution to the hirer and Everything done should be supporting the standards and reputation of the company.

4. HEALTH AND SAFETY

4.1 POLICY

Ensure health and safety of the taxi and private hire driver and passengers

Recognise hazards and assess risks to health and safety

P1 identify your responsibilities within the regulatory framework designed to protect you and passengers against potential hazards and risk

P2 identify hazards and risks within the work environment that could expose a driver and passenger(s) to potential danger

P3 carry out a risk assessment

P4 obtain assistance and advice from an appropriate person when the level of the risk is not certain

P5 take action to remove, isolate or remove the risk

P6 record and communicate details of a particular hazard and risk so that contingencies and future plans can be implemented by appropriate people

Prevent or protect yourself and passengers against potential hazards and risks

P7 co-operate with people and policies designed to reduce exposure to hazards and potential risk

P8 follow policies or procedures designed to limit risk to you and the vehicle occupants

P9 take immediate and effective action where the safety or welfare of the passenger is at risk

P10 take action that is within own personal limits of authority and ability

P11 report adverse incidents to the appropriate person or body

Respond to an emergency affecting passengers

P12 respond to emergency situations that affect the passenger's safety including:

P12.1 contact the appropriate service for assistance

P12.2 use appropriate emergency equipment

Recognise hazards and assess risks to health and safety

K1 the main Health and Safety frameworks and policies that protect the driver, passenger and other road users

K2 the difference between a hazard and a risk

K3 hazards a driver may face

K4 responses to identified hazards to limit risk to self, passengers and other road users

K5 how to undertake a risk assessment to limit the risk to self, passenger(s) and other road users

K6 the 'duty of care' a driver has in relation to passengers and other road users

K7 the consequences of not following health and safety rules and regulations

K8 the types of insurance that a driver requires for indemnifying self or customer(s) for harm or loss

K9 how to minimise physical risks as a result of manual handling, movements and postures

Prevent or protect yourself and passengers against potential hazards and risks

K10 the different roles of the emergency services and personnel who can support a driver in the course of their duties

K11 how to reduce and prevent emotional stress and anger when driving

K12 how to use appropriate equipment and alarm systems to act as a deterrent and limit personal risk to a driver

K13 the use of conflict management techniques to limit personal risks

K14 the importance of healthy lifestyle in relation to your duties

K15 the importance of contingency planning for unforeseen incidents and emergencies

Respond to an emergency affecting passengers

K16 why it is important to follow the customers' instructions in an incident or emergency involving that customer

K17 the action to be taken in the event of a vehicle breakdown at the roadside

K18 the necessity of ensuring the customers' safety and welfare in the event of an incident or emergency

K19 the importance of providing reassurance to passengers who may be in shock, worried, concerned or whose first language is not English

K20 the procedures that you can take when confronted with a road accident or other acute emergency

4.2 ACCIDENT REPORTING: Any accident or injury while on duty should be informed immediately to the manager, and ensure the accident is covered at their own risk no claims or compensation what so ever shall be entertained by the company. Any charges for breach of conditions, violation of traffic rules and regulations, misbehaviour, criminal or civil injury claim or criminal activities or civil torts shall be personally subjected and the company cannot be held liable or responsible either directly or indirectly. If any such unethical inducement or involvement traced the company has all powers to sue for damages and cost.

4.3 The driver is hired by the company should also ensure a first aid box is carried with them with necessary first aid precautionary.

4.4 The company strictly insist non-smoking while on duty, and the use of any intoxicating beverages or drink or food stuff or drugs as so that impairs the driver's ability to perform the job effectively. Any accident or incident arising due to the above would be dealt in the driver's individual or personal risk and the company will be liable to prosecute the same for damages for having caused damages to their reputation. No claims, court actions, public complaints, grievances raised against the hired driver shall be entertained by the company.

5. ACT OF MIS CONDUCT

1. Unsatisfactory timekeeping
2. Unauthorised or unexplained absence
3. Poor quality of work
4. Failure to meet agreed target
5. Failure to follow established working rules and regulations and procedures.
6. Smoking while on duty –especially if taking a non-smoking passenger
7. Unhygienic practices
8. Unsatisfactory standard of dress or appearance
9. Failure to take care of the company's property
10. Breach of health and safety or hygiene regulations.
11. Dangerous, violent threatening behaviour including assault or attempted assault or fighting at work
12. Theft, fraud or dishonesty including acts of theft or attempted theft or falsification of records the foregoing in respect of the company, another co-worker or a third party or the submission of false expenses claim; application form absence records timesheets etc.
13. criminal offence committed outside working hours or outside work which adversely affects the company's reputation or the assigners /drivers suit ability for the type of work he is hired
14. Malicious damages or sabotage to property.
15. Wilful disregard of duties or of instructions given by the supervisor or manager
16. Being drunk or consuming alcohol at work, or supplying illegal drug at work.
Unauthorized use or disclosure of the company's confidential information
17. Disregard of the company's customer care rules and regulation, & health and safety rules and regulations. Or acts or omissions, which endanger the health and safety of the passengers or other co-workers or members of the public.
18. Misuse of the company's e-mail, internet facilities, stationeries, telephone & fax.
19. Negligence resulting in serious potential or actual damage to the company's interest.
20. Undertaking private work, delegation /substitution of work in the working hours without permission.
21. Indulge in any unauthenticated conversation with the passenger thereby outraging their modesty, or involve in any immoral behaviour, acts, or race discrimination's discrimination or any other personal harassment.
21. Levy exorbitant charges or fares; receive gratifications, gift or parcels commissions without intimating the company while on duty.
22. Non-disclosure of the exact daily collection figure

6. BA INT LTD Obligation: -

6.1 in return of the driving service the company shall entitle the drivers to use the so gathered fares for each day less deducting their commissions which in the sum of payable on the Friday of each week.

6.2 The driver has all authority over his daily earnings whatever be the fares collected as cash but on account of any extra amount such as parking or waiting charges must get an approval from the dispatch controller/staff failing which any upon any claim or customer complaint then by default you agreed to be deducted or collected from the a you either personally or through recovery proceedings.

7. FEES

7.1 if you owe commission/money payable to ba int ltd you must pay within 7days by default you agreed to be deducted or collected from the a you either personally or through recovery proceedings.

7.2 However the rent and/or the commissions for the work undertaken may be varied by agreement between the parties.

8. VAT

8.1 If your earnings reached above required HMRC VAT threshold limit then your responsibility to inform or seek appropriate advice from HMRC.

9. STATUS OF THE AGENT/DRIVER

9.1 during the term the agent shall be an independent contractor and not the servant of the company

9.2 in such capacity the agent/ driver will bear exclusive responsibility for payment of his or her National insurance contribution as a self-employed person and for discharge of any income tax liability arising out of remuneration of his worth performed by him under this agreement.

10. MISCELLANEOUS

10.1 Warranty:

Each of the parties warrants its power to enter into this agreement

10.2 Receipt

The receipt of money by either of the parties shall not prevent either of them for questioning the correctness of any statement in respect of such money.

10.3. Force Majeure

Both parties shall be released from their respective obligations in the event of national emergency, war; prohibitive governmental regulations or any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible.

10.4. Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable (or indications to that effect are received by either of the parties from any competent authority) the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the driver it may be severed from this agreement and the remaining provisions of this agreement shall remain in full force and the effect unless the driver in the driving discretion decided that the effect of such declaration is to defeat the original intention of the parties in which event the driver shall be entitled to terminate this agreement by fourteen days' notice to BA INT LTD

10.5 Whole Agreement:

Each party acknowledges that this agreement (and the conditions) contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

10.6 Supersedes prior agreements

This agreement supersedes any prior agreement made between the parties whether written or oral and any such prior agreements are cancelled at the commencement date but without prejudice to any rights, which they have already accrued to either of the parties.

10.7 Discretion

Any decision exercise of discretion judgement of opinion or approval of any matters mentioned in this agreement or arising from it shall be binding on a party if in writing and shall be at its sole discretion unless otherwise expressly provided in this agreement.

10.8 Change of document, address

Each of the parties shall give notice to the other of any change or acquisition of any address or telephone number, change in licence particulars, vehicle, lost or renewed licence, or any other legal document pertaining to the service at the earliest possible opportunity but in any event within 48hrs of such change or acquisition

10.9 Notice

Any Notice to be served on either of the parties by the other shall be sent by first class prepaid post to the address of the relevant party shown at the head of this agreement and shall be deemed to have been received by the addressee within 48 hours of posting.

10.10 Headings

Heading contained in this agreement are for reference purpose only and should not be incorporated into this agreement and shall not be deemed to by any indication of the meaning of the clause to which they relate.

10.11 company Right to Assign

This agreement and all rights under it may be assigned or transferred by BA INT LTD

Proper Law and Jurisdiction

This Agreement shall be governed by English Law in particular including formation and interpretation and shall be deemed to have been made in England.

10.12.1 Any proceeding arising out or in connection with this agreement may be brought in any court of competent jurisdiction in Wembley

10.12.2 Any notice of proceedings or other notice in connection with or which would give effect to any such proceedings may without prejudice to any other method be served on any party in accordance legally valid and binding

10.13 Rights Cumulative be cumulative and no exercise by either all rights granted to either parties shall of the parties of any right under this agreement of otherwise available to it.

10.14 Survival of Terms No terms shall survive expiry or termination of this agreement unless expressly provided

10.15 Waiver the failure by either party to enforce at any time or for any period any one or more of the terms of conditions of this agreement shall not be a waiver of them or of the right at any time subsequent to enforce all terms and conditions of this agreement.

10.16 Costs each of the parties shall pay any costs and expenses incurred by it in connection with this agreement.

10.17 The assignee shall not assign without the consent of the agency as sub contracted party though adheres to the other terms & conditions.

11. PENALTIES AND PUNISHMENTS

The driver shall be subjected court proceedings for the following:

1. any arrears of rent/commissions pending for more than 2 weeks or 14 days despite notice of demand
2. any irregularity in conduct or service while in work
3. Production of false record or documents
4. transferring the company's business details to third parties which are treated as confidential and parting of those documents treated a business inter communication confidentiality
5. Breach of any conditions set out in the agreement.
6. We expect you to work at least for one month and if you are leaving before one month, there will be a penalty charge of £50, due to the cost of administration.
7. Wrongful concealment of any stolen or

Left out articles

1. Duplication of documents, obtaining and furnishing bogus details as to Person and property and documents
The recovery would be double or triple the value of the loss estimated and in addition that amount fixed by the company as their charges and damage to reputation.