



## 1. Subject

BothWayz has developed an Operator to Operator Booking Website (from now on referred to as “**Platform**”) accessible at the web address [www.BothWayz.co.uk](http://www.BothWayz.co.uk). BothWayz is designed to facilitate the sharing and collaborating of Operators helping Chauffeurs/Private Hire Drivers in the process. The solution pays particular attention in helping Drivers fill “empty legs” or unused miles, i.e. reducing the amount of empty unprofitable driving time.

These terms and conditions have the purpose of governing access to and the terms of use of the Platform. Please read them carefully. You understand and recognise that **BothWayz** is not party to any agreement, contract or contractual relations, of any nature, with its Members of the Platform.

By registering with an email address, you recognise having read and accepted all these general conditions of use.

## 2. Definitions

In this document,

“**BothWayz**” has the meaning given to it in Article 1 above;

“**T&Cs**” means these Terms and Conditions;

“**Account**” means the account that must be created to become a Member and access specific services offered by the Platform;

“**Chauffeur**” or “**Driver**” means the individual using the Platform, to provide a Journey to a Customer in exchange for a predetermined sum, at a date and time defined by the Operator who can legally take bookings from the public;

“**Booking Confirmation**” has the meaning given to it in Article 4.2.1 below;

“**Member Content**” has the meaning given to it in Article 11.2 below

“**Service Fee**” has the meaning given to it in Article 5.2 below;

“**Member**” means any individual having created an Account on the Platform, namely an Operator and a Chauffeur/Driver;

“**Customer**” means the person(s) having requested and accepted the offer to be transported by one of our Member Operators;

“**Price**” means, for a given Journey, the sum of money requested from the customer by the Operator. in the name of the Chauffeur who will end up carry out the Booking once confirmed;



“**Passengers**” used to determine the number of people or seats required for the specific booking listed by the Operator or available in the car listed as empty by the Chauffeur/Driver;

“**Platform**” has the meaning given to it in Article 1 above;

“**Booking**” has the meaning given to it in Article 4.2.1. below;

“**Services**” means all Services delivered by BothWayz via the Platform;

“**Website**” means the Website accessible at the address [www.BothWayz.co.uk](http://www.BothWayz.co.uk);

“**Listing**” means the List of Journeys made available by our Members.

“**Empty Leg**” has the meaning given to it in Article 4.1 below;

“**Journey**” means the Journey subject of a Listing published by a Chauffeur/Driver, or requested for cover by an Operator, on the Platform, and for which he agrees to transport Customers in exchange for the sum of the agreed Price;

“**Journey Complete**” has the meaning given to it in Article 5.4.2 below;

### 3. Registration on the Platform and creation of an Account

#### 3.1. Conditions of registration on the Platform

The Platform may be used by individuals aged 18 or over. Registration on the Platform by a minor is strictly prohibited. In accessing, using or registering on the Platform, you represent and warrant that you are aged 18 or over.

#### 3.2. Creation of an Account

The Platform enables Members to advertise and request Journeys and view Listings with the potential result of a Chauffeur/Driver and Operator match and a booking transfer taking place.

To create your Account, you need to complete all mandatory fields on the registration form at <https://www.bothwayz.co.uk/register>

To register on the Platform, you must have read and accepted these T&Cs and the Independent Contractor Agreement.

When creating your Account, you agree to provide accurate and valid information and to update it through your profile or by notifying BothWayz, to guarantee its relevance and accuracy throughout your contractual relations with BothWayz.



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In the case of registration by email, you agree to keep secret the password chosen upon creating your Account and not to communicate it to anybody. If you lose or disclose your password, you undertake to inform BothWayz immediately. You alone are responsible for the unauthorised use of your Account by third parties, unless; you have expressly notified BothWayz of the loss, the fraudulent use by a third-party, or the disclosure of your password to a third party.

You agree not to create or use, under your own identity or that of a third-party, Accounts other than that initially created.

### 3.3. Verification

BothWayz may, for transparency, improving trust, or prevention or detection of fraud, set up a system for the audit of some of the information you provide on your profile. This is notably the case when you enter your telephone number or provide us with an Identity document.

You recognise and accept that any references made on the Platform or the Services to “verified” information, or any similar term, means only that a Member has successfully passed the verification procedure existing on the Platform. BothWayz cannot guarantee the truthfulness, reliability or validity of the information subject to the verification process.

## 4. Use of the Services

### I. Chauffeur/Driver Listing an Empty Leg

As Chauffeur/Driver of the BothWayz community, and providing you fulfil the conditions below, you can create and post Empty Legs on the Platform by entering information about the Journey you want to fill (dates/times, pick-up and drop-off points, the number of seats available, etc.).

When posting your Empty Leg, you can indicate how many miles you are willing to travel off the designated route via the Deviation Setting. Designed to help improve the chances of matching the listing to an Operators booking. The Deviation Setting indicates the total number of miles the Chauffeur/Driver will drive outside their desired A to B route.

You are only authorised to post an Empty Leg if you and any partners, staff and employees fulfil all the following conditions:

- (i) you hold a valid driving licence;
- (ii) a valid operator’s license number.
- (iii) a valid personal Chauffeur & license badge.
- (iv) you hold the specialist Chauffeur/Private Hire insurance such as that offered by SEIB;
- (v) a valid vehicle private hire number.
  
- (vi) you only offer journeys for vehicles you own and use in conjunction with point (iii) above;
  
- (vii) you have no contraindication or medical incapacity for driving;



- (viii) the vehicle you intend to use for the Journey is a touring car with four wheels and a maximum of seven seats;
- (ix) you will not post another Listing for the same Journey on the Platform;
- (x) you do not offer more Seats than the number available in your vehicle;
- (xi) all Seats offered have a seatbelt, even if the vehicle is approved with seats having no seatbelt;
- (xii) to use a vehicle in good working order, no more than five years old, is clean, well looked after, fits the “executive model” of BothWayz and which complies with the applicable legal provisions and customs, notably with a current MoT certificate.

As the Chauffeur/Driver, you recognise that you are solely responsible for the content of the Journey you post on the Platform. Consequently, you represent and warrant the accuracy and truthfulness of all information contained in your Listing, and you undertake to fulfil the Journey under the conditions described in your Listing.

Providing your Listing complies with the T&Cs, it will be posted on the Platform and therefore visible to potential Operators searching on the Platform. BothWayz reserves the right, at its sole discretion and without notice, to not post or to remove, at any time, any Journey that does not comply with the T&Cs or that it considers as damaging to its image, that of the Platform, or that of the Services.

You recognise and accept that the criteria taken into account in the classification and the order of display of your Journey among the other Journeys are at the sole discretion of BothWayz.

#### 4.2. Securing a Booking

There are two methods of securing a booking on the BothWayz Platform: 1. By selecting a booking from the live list under “Live Bookings to Cover”; this is populated by Operators who are looking to cover a job with a driver. 2. Listing your various empty legs on the Platform which will be shared and viewed by our member Operators and potential-filled with their customers.

##### 4.2.1. Selecting a Booking to Cover

The BothWayz Platform allows members to search for their required booking or “empty leg filler” at the homepage of the Website.

As a Driver, you will enter a pickup *region* and drop-off *region* for a current view of the Live Journey’s listed by BothWayz partners. Should one of the Journey’s meet your requirements, you will need to click “View Details”.



The Platform will then take you through to the summary page where you need to check the details of the booking match your requirements, be sure to check the listing has a full pick-up and drop off address and then enter the car and driver (if known) you intend to use for this booking. You will then click “Accept Booking”.

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Accepting the booking triggers our website and software to notify the Operator; they then check your profile and either accept or decline the offer. If they accept, they then go through the process of transferring their customer to you (the driver).

If the Operator accepts and completes the booking, BothWayz will notify you and send a Booking Confirmation.

You can follow the status of the bookings in your profile under My Bookings.

#### 4.2.1. Listing a Booking to Cover

It is the job of the Operators to list bookings for cover. There are various reasons why this might happen; the Operator can't physically do the job, the Operator doesn't have the right vehicle, the Operator would rather keep their drivers local, the Operator is happy to make 35% and share the business to fill a drivers empty etc.

To list a job as an operator, make sure you're in My Bookings and click “List a Booking For Cover” this is where you fill out the form to start the customer transfer process. If you don't have a customer to cover, don't fill out the form!

Please enter the exact customer booking details such as their address, phone number etc. Note: the customer details WILL NOT be shared until you (The Operator) have confirmed the booking and accepted the driver.

Once the system finds a Driver for the booking, it is the job of the Operator to pay part of their fee into the system to confirm the transfer of the customer. The operator keeps 35% of the booking, i.e. they pay in £65 to BothWayz for a £100 booking. The pricing structure and charges applied by individual companies is set in your profile under Price Per Mile and Regular Routes.

The Operator always has the option to decline a driver if their reviews are not up to standard, they drive the wrong type of car, offer the wrong level of service etc.

#### 4.2.2. Listing an Empty Leg

If you didn't come across any bookings to cover in the live list on the Platform, you could quickly and easily list your availability on the website for consideration of all our Operator members.



Once your profile is set up and Regular Routes pre-loaded you can do this via the List My Empty Leg function.

Once the form is loaded, follow the on-screen prompts. For best results, enter your preferred pick-up and drop-off regions – avoid putting exact addresses.

The pick-up window allows you to give yourself more of a chance to fill your empty leg, e.g. if you were clearing Heathrow at 10 am but were happy to wait until 1 pm for a potential return, then your Pick-up Time Window is 3 hours – 10:00-13:00.

The deviation setting is another software function built to put you in control and to increase your chances of finding a booking. Essentially, it is the number of miles you're willing to go off route to secure a booking. For example, Heathrow to Southampton is 65 miles. However, if you are happy to consider Andover as a reasonable return drop, you would need to set your deviation setting to 22 miles to be considered for jobs returning to Andover.

Proceed to select the number of passengers you can take, the type of luggage and the car (and driver if known) that will be assigned to this booking.

The booking is loaded onto the Platform, and all the Operators in the areas you have listed will be notified and be asked to consider passing a booking to you in exchange for 35% of the booking fee.

Once again, you can track the bookings you have listed in My Bookings. ALL bookings are confirmed over email so be sure to check you're receiving emails from BothWayz.

#### **4.2.3. Terms of use of the Services on behalf of a third-party**

Any use of the Services, in the capacity of Operator or Chauffeur/Driver, relates to a specific name. The Chauffeur/Driver/Operator and the Customer must correspond to the identity communicated to BothWayz and any others participating in the booking.

The Platform is intended for the Booking of vehicles for individuals. It is forbidden to book a vehicle solely for transporting any object, package, animal or material items whatsoever.



## 5. Financial conditions

Access to and registration on the Platform, as well as searching, viewing and listings Journeys/bookings, are free of charge. However, the Booking is charged under the conditions described below.

### 5.1. Pricing Structure

The Operators have full control over the pricing of their bookings and ultimately how much the driver will end up receiving.

It is important to BothWayz that the pricing model remains flexible, transparent, but more importantly is **EXACTLY THE SAME** as what the Operators charge with their normal day to day business.

The Operator must set at least four Regular Routes in their profile before they can list jobs for cover. Also, they must set their Price Per Mile per Vehicle Type, i.e. price for E Class, S Class, V Class. Once this is complete, we can apply the following rules:

- All the costs, fees and commissions our website generates will be worked out against the fixed journey costs and per-mile costs set in the Operator profiles.
- If the operator is listing a journey that is charged out to the customer at £100, based on their set pricing, the breakdown and distribution of each journey is, for example:
  - 35% - £35 kept by the listing operator
  - 55% - £55 paid out to the fulfilling driver
  - 10% - £10 kept by BothWayz.
- We will charge the Operator who is transferring the booking into the BothWayz system at the time of booking (matching with a driver). The charge will be 65% of the booking cost set in their profile. Taking the above example, the driver is responsible for paying £65 into BothWayz.
- The payment week starts @ 04:00 Monday am and finishes @ 03:59 the following Monday am
- The payments will be made every Friday for the previous Monday to Monday

**BothWayz will carry out regular spot checks to make sure the prices loaded in the Operators BothWayz account are the same as the prices offered by the Operator's company. If the prices are found to differ, BothWayz's reserves the right to close the account and withhold any further payments to the operator, our approach to pricing is transparent, helpful and fair, but we will not tolerate deceitful behaviour.**



## 5.2. Commission & Service Fees

In the context of Journeys with a Booking, in exchange for the use of the Platform and the generation of new business for the Chauffeur/Driver, BothWayz will take a small Commission on the fixed price of the Booking.

The payment distribution is set out in the booking process. The Operator will always take payment from their customer and, therefore, will be required to pay into the BothWayz system a fixed amount. The amount the Operator pays into the system covers the Chauffeur/Driver fees (distributed by BothWayz) along with the BothWayz commission. BothWayz has built a system that considers VAT. It is the Operators/Chauffeurs/Drivers responsibility to ensure they set up their account to show they're VAT registered.

BothWayz does not charge any Service of Membership Fees to the Members. The Price shown on the Platform is the Price paid.

## 5.4. Methods of payment and repayment of the Cost Contribution to the Chauffeur

### 5.4.1. Collection directive

In using the Platform as an Operator for Bookings transferred (covered) with a Chauffeur/Driver, you confer on BothWayz a collection order for the sum of the booking price minus 35% in your name and on your behalf.

Consequently, in the context of an accepted Booking, BothWayz shall collect the sum of 65% paid by the Operators Customer and distribute 55% to the driver on your behalf.

The monies received by BothWayz are deposited into a holding account dedicated to the payment of the Chauffeurs/Drivers. Therefore, it is not seen as BothWayz sales revenue.

You recognise and accept that none of the sums received by BothWayz in the name and on behalf of the Chauffeur/Driver gives entitlement to interest. You agree to respond diligently to any request of BothWayz, and more generally of any administrative or court authority competent particularly in the prevention or combating of money laundering. Notably, you agree to provide, upon simple request, any useful evidence of address and identity.

In the absence of response to these requests, BothWayz may take any measure it deems appropriate, notably freezing of the sums paid and/or suspension of your Account and/or termination of these T&Cs.

### 5.4.2. Payment to the Chauffeur/Drivers

Members shall have a period of 24 hours after the end of the Booking to submit a claim to BothWayz. In the absence of a claim from the Member within this period, BothWayz shall consider the Journey Complete.

After a Journey is confirmed complete, the Chauffeur/Driver and Operator will receive a Booking Complete confirmation email. From the time of this confirmation, you shall have, as



Chauffeur/Driver, a credit payable to your Bank Account. This credit corresponds to the value of 55% of the Operators booking charged to their customer. The Empty Leg Earnings is detailed on the website BEFORE you commit to fulfilling any bookings. It is the Chauffeur/Drivers responsibility to take note of this fee and to keep records of how much they have earned through BothWayz.

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- The payment week starts @ 04:00 Monday am and finishes @ 03:59 the following Monday am
- The payments will be made every Friday for the previous Monday to Monday
- BothWayz makes payment to the Chauffeur/Driver via Stripe.

## 6. The commercial purpose of the Services and the Platform

As the Chauffeur/Driver, you recognise BothWayz as a Booking Agent, not an Operator, and you agree to use the Services and the Platform for generating new Bookings for a registered Chauffeur/Transport company. You shall not take any Bookings from the Platform if you do not have all of the following:

1. Drivers License
2. Chauffeur / Private Hire License
3. Chauffeur / Private Hire Insurance
4. Private Hire Vehicle License
5. Valid MOT Certificate
6. Operators License (or written permission to operate under a third party – that third party MUST be registered with BothWayz)
7. Vehicle Fleet Insurance (where appropriate).

At registration, you agree to provide to BothWayz with a copy of the above-listed documents and any other document BothWayz may request showing that you are authorised to use the vehicle saved on your profile in a Business capacity.

Once the Booking has been accepted, and the confirmation emails sent, you take full responsibility for fulfilling the Booking and ensuring the Customers safety during the Journey.

BothWayz reserves the right to suspend your Account, limit your access to the Services, or terminate these T&Cs, in the case of activity by you on the Platform which may suggest you are not operating within the boundaries set out above.

## 7. Cancellation policy

### 7.1. Terms of repayment in the case of cancellation

Only Journeys with a Booking Confirmation are the subject of this cancellation policy; BothWayz does not offer any guarantee, of any nature, in the event of cancellation for any reason, by a Customer or a Chauffeur, of a Journey without a confirmed Booking.



The cancellation of a confirmed Booking by the Chauffeur/Driver or the Operator after the Booking Confirmation has been sent is subject to the stipulations hereunder:

#### 7.1.1 The Chauffeur/Driver/Operator obligations:

- Once the booking is accepted, the Chauffeur/Driver/Operator must contact BothWayz via telephone no less than 12 hours before the collection time if one is unable to complete the allocated booking.
- The booking cancellation has to be acknowledged by a BothWayz team member. On such event – please call our office on 02380 174111 or 07555 80 7001
- If the Chauffeur/Driver/Operator fails to notify BothWayz within the above guidelines or fails to complete the assignment, BothWayz reserves the right to charge the Chauffeur/Driver/Operator the full cost incurred by BothWayz to cover the booking.
- If the Chauffeur/Driver/Operator fails to turn up with no communication for a second time, BothWayz reserves the right to terminate the Chauffeur/Driver/Operator and hold back any monies owed to cover incurred costs.

#### 7.1.2 When an Operator and Chauffeur/Driver (the Contractors) confirm a booking on the BothWayz website, the following cancellation terms apply:

- If the Operator's Customer cancels 12 hours before the planned departure date and time as mentioned in the BothWayz Booking Confirmation, and the Operator notifies BothWayz, the Operator shall be refunded the full (65%) paid at the time of booking, and the Driver is notified of the cancellation.
- If the Operator's Customer cancels less than 12 hours before the planned departure date and time as mentioned in the BothWayz Booking Confirmation, and the Operator fails to notify BothWayz, no refund shall be issued. BothWayz will compensate the Driver as stated (55%) minus BothWayz's commission (10%).
- If the Operator's Customer has not arrived at the meeting place 30 minutes after the agreed time without contact from the customer or operator or they have experienced delays, BothWayz will do all it can to honour the booking either with the original driver or another if the original driver is no longer available; in this situation, BothWayz will not issue a refund. In the event BothWayz must instruct another driver, the Operator will cover any additional costs.



When cancellation occurs before departure and owing to the Operators Customer, the Empty Leg Listing cancelled (if the Chauffeur/Driver listed one) will once again reside in “Live Bookings” on the Platform and will automatically be made available again to other Operators who may book them online and they are accordingly subject to the conditions of these T&Cs.

BothWayz appreciates, in its sole discretion, by the available information, the legitimacy of the reimbursement requests.

## 7.2. Right of withdrawal

You have no right of withdrawal from the time of Booking Confirmation provided the Contract between you and BothWayz consisting of putting you in contact with another Member has been fully executed.

## 8. The behaviour of users of the Platform and Members

### 8.1. The undertaking of all users of the Platform

You recognise being solely responsible for respecting all laws, regulations and obligations applicable to your use of the Platform.

Furthermore, when using the Platform and during Bookings, you undertake:

- (i) not to send BothWayz (notably upon creation or updating of your Account) or the other Members any false, misleading, malicious or fraudulent information;
- (ii) not to speak or behave in any way or post any content on the Platform of a defamatory, injurious, obscene, pornographic, vulgar, offensive, aggressive, uncalled-for, violent, threatening, harassing, racist or xenophobic nature, or with sexual connotations, inciting violence, discrimination or hatred, encouraging activities or the use of illegal substances. Moreover, more generally contrary to the purposes of the Platform, that may infringe the rights of BothWayz or a third party or contrary to the right morals;
- (iii) not to violate the rights and image of BothWayz, notably its intellectual property rights;
- (iv) not to open more than one Account on the Platform and not to open an Account in the name of a third party;
- (v) not to try to bypass the online Booking system of the Platform, notably by trying to send another Member your contact details to make the Booking outside of the Platform and avoid paying the Commission;
- (vi) not to accept or make a payment outside of the Platform
- (vii) to comply with these T&Cs and the Privacy Policy.



## 8.2. Undertakings of the Chauffeurs/Drivers/Operators

Furthermore, when you use the Platform as Chauffeur/Driver/Operator, you undertake:

- (i) to respect all laws, regulations and codes applicable to driving and the vehicle, notably all of the following should be valid at the time of the booking:
  - Drivers License
  - Chauffeur / Private Hire License
  - Chauffeur / Private Hire Insurance
  - Private Hire Vehicle License
  - Valid MOT Certificate
  - Operators License (or written permission to operate under a third party – that third party **MUST** be registered with BothWayz)
  - Vehicle Fleet Insurance (where appropriate).
  
- (ii) to check that your insurance covers you and that your Customers are considered as third parties in your vehicle and are therefore covered by your insurance during the whole Journey;
  
- (iii) not to take any risk when driving, not to take any product that may impair your attention and your abilities to drive attentively and completely safely;
  
- (iv) to make the Journey as described in the Booking and to respect the times and places agreed with the Customer (notably meeting location and drop-off point);
  
- (v) not to take more Customers than the vehicle is legally permitted to facilitate;
  
- (vi) to use a vehicle in good working order and which complies with the applicable legal provisions and customs, notably with an up-to-date MoT certificate;
  
- (vii) to communicate to BothWayz or any Customer who so requests your driving licence, your car registration certificate, your insurance certificate, your MoT certificate and any document demonstrating your capacity to use the vehicle as Chauffeur on the Platform;
  
- (viii) in the case of holdup or change to the time or the Journey, to inform your Customers, on their mobile phone, without delay;
  
- (ix) to wait for Customers at the agreed meeting place for at least 30 minutes after the agreed time;
  
- (x) not to post a Journey relative to a vehicle you do not own or that you are not authorised to use for Private Hire;
  
- (xi) to ensure your Customers can contact you by phone via the number registered on your profile;
  
- (xii) not to have any contraindication or medical incapacity for driving;



(xiii) to behave appropriately and responsibly during the Journey, and in compliance with the etiquette of Chauffeur Driven Travel;

(xiv) not to disregard a Confirmed Booking in favour of one generated from other channels. Furthermore, if another Journey request comes in from another source you agree to take down your Listing on the BothWayz Platform (assuming it is not a Confirmed Booking) before accepting the alternative Journey;

(xv) not to decline any Booking based on race, colour, ethnicity, national origin, religion, sexual orientation, marital status, disability, physical appearance, marital status, pregnancy, special vulnerability due to their economic situation, name, place of residence, health, political opinion, age.

## 9. Suspension of accounts, limitation of access and termination

You can terminate your contractual relations with BothWayz at any time, without incurring any cost and without reason. To do this, email BothWayz or click through to close your account in your profile page and we will remove you from our database.

In the event of (i) breach by you of these T&Cs, including but limited to your obligations as Member mentioned in Articles 6 and 8 above, (ii) if BothWayz has genuine reason to believe that this is necessary to protect its security and its integrity, that of the Members or third parties, or for prevention of fraud or investigations, BothWayz reserves the right to:

- (i) terminate the T&Cs binding you with BothWayz immediately and without notice; and/or
- (ii) prevent the posting of or remove any review, Journey, message, content, Booking request, or any content posted by you on the Platform; and/or
- (iii) limit your access and your use of the Platform; and/or
- (iv) temporarily or permanently suspend your Account.

When this is necessary, you will be notified of the establishment of such a measure to enable you to give explanations to BothWayz. BothWayz will decide, at its sole discretion, whether or not to lift the measures put in place.

## 10. Personal data

In the context of your use of the Platform, BothWayz will collect and process some of your personal data. In using the Platform and registering as Member, you recognise and accept the processing of your personal data by BothWayz in compliance with the applicable law and the stipulations of the Privacy Policy.



## 11. Intellectual property

### 11.1. Content published by BOTHWAYZ

Subject to the contents provided by its Members, BothWayz is the sole holder of all intellectual property rights relating to the Service, the Platform, its content (notably texts, images, designs, logos, videos, sounds, data, graphics) and to the software and databases ensuring their operation.

BothWayz grants you a non-exclusive, personal and non-transferable right to use the Platform and the Services, for your personal, private and commercial use and in compliance with the purposes of the Platform and the Services.

You are forbidden from any other use or exploitation of the Platform and Services, and their content, without the prior written permission of BothWayz. Notably, you are prohibited from:

- (i) reproducing, modifying, adapting, distributing, publicly representing and disseminating the Platform, the Services and the content, with the exception of that expressly authorised by BothWayz;
- (ii) decompiling and reverse engineering the Platform or Services, subject to the exceptions stipulated by the texts in force;
- (iii) extracting or attempting to extract (notably using data mining robots or any other similar data collection tool) a substantial part of the data of the Platform.

### 11.2. Content posted by you on the Platform

To enable the provision of the Services, and in compliance with the purpose of the Platform, you grant BothWayz a non-exclusive licence to use the content and data you provide in the context of your use of the Services (from now on referred to as your **“Member Content”**). To enable BothWayz to distribute via the digital network and in accordance with any communication protocol (notably internet and mobile network), and to provide the content of the Platform to the public, you authorise BothWayz, for the whole world and throughout the duration of your contractual relations with BothWayz, to reproduce, represent, adapt and translate your Member Content as follows:

- (i) you authorise BothWayz to reproduce all or part of your Member Content on any digital recording media, known or as yet unknown, and notably on any server, hard disk, memory card, or any other equivalent media, in any format and by any process, known or as yet unknown, to the extent necessary to any operation of storage, backup, transmission or download linked to the operation of the Platform and the provision of the Service;
- (ii) you authorise BothWayz to adapt your Member Content, and to reproduce these adaptations on any digital media, current or future, stipulated in point (i) above, with the aim of providing the Services. This right notably includes the option to make modifications to the formatting of your Member Content, with respect for your moral right, to respect the graphics



charter of the Platform and/or making it technically compatible to its publication via the Platform.

## 12. Role of BothWayz

BothWayz is a software service and online network of Operators accessible at the web address [www.BothWayz.co.uk](http://www.BothWayz.co.uk). BothWayz is designed to facilitate the sharing and collaborating of Operators helping Chauffeurs/Private Hire Drivers in the process. The solution pays particular attention in helping Drivers fill “empty legs” or unused miles, i.e. reducing the amount of empty unprofitable driving time.

The Operator may search for existing Empty Leg Journeys and set up their own Booking request for cover; likewise, the Chauffeur/Driver may list their Empty Leg Journey and accept the new listings coming in from our Operators. The Bookings can be viewed to find out the terms of the Journey, and where applicable and convenient Booked or in the Chauffeurs case Accepted.

BothWayz has no control over the behaviour of its Members and the users of the Platform. It does not own, exploit, supply or manage the vehicles subject of the Journeys, and it does not offer any Journeys on the Platform.

You recognise and accept that BothWayz does not control the validity, truthfulness or legality of the Bookings offered. In its capacity of Operator to Chauffeur/Private Hire intermediary, BothWayz does not provide any transport service and does not act on behalf of the Operator or Chauffeur; the role of BothWayz is limited to enabling access to the Platform and acting as the third-party facilitator and booking agent.

The Members act under their sole and full responsibility.

Filling its role of an intermediary, BothWayz cannot be held liable for the correct occurrence of a Journey, and notably owing to:

- (i) erroneous information communicated by the Operator and Chauffeur/Driver in their Journey, or by any other means, about the Journey and its terms;
- (ii) cancellation or modification of a Journey by a Member;
- (iii) the behaviour of its Members during, before or after the Journey.

## 13. Operation, availability and functionalities of the Platform

BothWayz shall try as far as possible to maintain the Platform accessible 7 days a week and 24 hours a day. Nevertheless, access to the Platform may be temporarily suspended, without notice, owing to technical maintenance, migration or update operations, or owing to outages or constraints linked to the operation of the network.

Furthermore, BothWayz reserves the right to modify or suspend all or part of access to the Platform or its functionalities, at its sole discretion, temporarily or permanently.



#### 14. Modification of the T&Cs

These T&Cs and the documents integrated by reference express the entire agreement between you and BothWayz relative to your use of the Services. Any other document, notably any mention on the Platform (FAQ, etc.), is for guideline purposes only.

BothWayz may modify these T&Cs to adapt to its technological and commercial environment and to comply with the legislation in force. Any modification to these T&Cs will be published on the Platform with mention of the date of effect, and BothWayz will notify you before it takes effect.

#### 15. Applicable law – Dispute

These T&Cs are written in English and subject to English law.

#### 16. Legal notices

BothWayz is trading under the Limited Company Last Minute Chauffeur. Last Minute Chauffeur Ltd is registered with the Companies House Register under number **11792118**, with its registered office at 31 Wilroy Gardens, Southampton, United Kingdom SO16 9WF, represented by its Founder & Managing Director, Michael William Dear.

For any questions, you can contact BothWayz by emailing [mike@bothwayz.co.uk](mailto:mike@bothwayz.co.uk) or by using this [contact form](#).

***Version dated 17 November 2019***