

OS Mobility – Service Terms

These terms set out the terms and conditions on which OS Mobility “Openstart” operates our online platform via our website (www.openstart.co.uk), which allows drivers to hire vehicles for use in a private hire vehicle business from the Fleet Provider (the **Openstart Platform**). The Openstart Platform allows the Fleet Provider to list their vehicles for hire and allows Drivers to find out information about what vehicles are available for rental, to make a rental booking and to purchase insurance.

By accessing and using the Openstart Platform, you agree to be bound by these Platform Terms. Please read these Platform Terms carefully before using the Openstart Platform.

These Platform Terms will apply:

- (a) howsoever you decide to access the Openstart Platform (including through the Site or any Openstart app); and
- (b) to all users of the Openstart Platform, including the Fleet Provider, Drivers and guests and references in these Terms to **you** or **your** are to you, the user of the Service, whether you are the Vehicle Owner, a Driver or a guest (as the case may be).

Your attention is particularly drawn to the following:

- The [Limitations of Liability](#) (clause 19).
- Our ability to [terminate your access to the Openstart Platform](#) (clause 22).

In addition to these Platform Terms, your use of the Openstart Platform is subject to:

- Our [Privacy Policy](#). Please read our [Privacy Policy](#) carefully as it contains important information about how we collect and use your personal information; and
- The [Terms of Use](#) of the Site.

Please note that capitalised words or phrases used in these Platform Terms have the meaning given to them in paragraph 25 below.

2. About us

- 2.1 **Company details.** OS Mobility “Openstart” (company number 12646328) is a company registered in England and Wales and our registered office is at Unit 8, The Metro Centre, St Johns Road, Isleworth TW7 6NJ. Our VAT number is 792039024. We operate the Openstart Platform from 125 Kingsway, Holborn, London WC2B 6NH.
- 2.2 **Contacting us.** To contact us telephone our customer service team at 02035822271 or e-mail support@openstart.co.uk. How to give us formal notice of any matter under the Contract is set out in clause [24.2](#).

3. The Fleet Provider

- 3.1 The details of the Fleet Provider offering a vehicle for hire on the Openstart Platform will be included in the vehicle's listing.

4. Our contract with you

- 4.1 Your use of the Openstart Platform means that a contract consisting of these Platform Terms is formed between us and you, which governs your use of the Openstart Platform (**Contract**). These Platform Terms

apply to our Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 4.2 The Contract between us and you is separate and distinct from any contract for hiring a vehicle, which you form with the Fleet Provider or Driver using the Openstart Platform.
- 4.3 The Openstart Platform enables the Fleet Provider to advertise their private hire ready vehicles for hire and allows Drivers to search for and book rentals of such vehicles from the Fleet Provider. Openstart is only a provider of the Openstart Platform and does not own, control, manage, offer, hire, rent or deliver any vehicles which are hired using the Openstart Platform. We are not the employer, principal or agent of the Fleet Provider or any Driver.
- 4.4 When the Fleet Provider confirms the hire of a vehicle and Openstart notifies the Driver of such confirmation, the Fleet Provider enters into a contract directly with the Driver incorporating these Platform Terms (a **Vehicle Hire Agreement**).
- 4.5 We may make changes to these Platform Terms to reflect the way we operate the Openstart Platform from time to time and will take reasonable steps to bring any material changes to your attention. Please look at the top of this page to see when these Platform Terms were last updated and which terms were changed. If you do not agree to any changes made to these Platform Terms, you must cease using the Openstart Platform.
- 4.6 Every time you access the Openstart Platform, the Platform Terms in force at that time will apply to your use of the Openstart Platform. Changes made to the Openstart Platform will not affect or amend the terms of an existing Vehicle Hire Agreement.
- 4.7 The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 4.8 These Platform Terms, the Contract and the Vehicle Hire Agreements are made only in the English language.
- 4.9 You should print a copy of these Platform Terms or save them to your computer for future reference.

5. Driver criteria

- 5.1 In order to hire a Vehicle using the Openstart Platform, a Driver must:
 - (a) have registered as a driver on the Openstart Platform;
 - (b) hold a full and current United Kingdom driving licence which has been valid for at least 2 years;
 - (c) be at least 21 years old;
 - (d) have no endorsements, points or convictions on their driving licence; and
 - (e) satisfy our internal policies with regard to eligibility, credit and identification checks.

5.2 In order to register on the Openstart Platform, you will be required to provide certain information about yourself. If you submit your personal details to the Openstart Platform in this way, they will be used by us (or a third party credit reference agency) to:

- (a) verify your identity;
- (b) register you on the Openstart Platform (using your email address and a password chosen by you as your registration details);
- (c) verify whether you are eligible to place an order for hiring a Vehicle in accordance with our internal policies; and
- (d) (if an order to hire a Vehicle is placed by you) carry out a credit check on you.

5.3 Please see our [Privacy Policy](#) for more information on how the information that you provide to us will be used and what we may disclose about you to credit reference agencies and fraud prevention agencies.

6. Arranging a rental

6.1 The Fleet Provider will use the Openstart Platform to list vehicles which it has available for hire. Each vehicle listing will state the rates payable to the Fleet Provider for hiring the vehicle and the rental period choices available.

6.2 Drivers should follow the onscreen prompts to place an order to hire a vehicle. Drivers may only submit an order using the method set out on the Site. Each order is an offer by the Driver to hire the vehicle specified in the order from the Fleet Provider for the Hire Period in return for the Rental Fee, subject to these Platform Terms together with any other terms set out in the listing.

6.3 A downloadable copy of the proposed vehicle hire agreement will appear on screen and the Driver will be asked to provide online confirmation of their acceptance of the vehicle hire agreement.

6.4 Our application process allows Drivers to check and amend any errors before submitting the application. Please check the application carefully before confirming it. Drivers are responsible for ensuring that the application and proposed vehicle hire agreement is complete and accurate.

6.5 After submitting your order:

- (a) Drivers will receive an email from Openstart acknowledging that we have received it, but please note that this does not mean that your application has been accepted. Acceptance of an application will take place as described in clause 6.7; and
- (b) Openstart will approve or reject your order in accordance with our internal policies on eligibility and credit checks.

6.6 If Openstart approves your order, the Fleet Provider will receive an email notification of the application for the hire of its listed vehicle, which is submitted using the Openstart Platform. The Fleet Provider shall within 1 Business Day confirm their acceptance or rejection of such application using the Openstart Platform. In the case of acceptance of the application, Openstart will confirm the application in accordance with clause 6.7.

6.7 The acceptance of an order takes place when we send an email to the Driver to accept it (**Order Confirmation**), at which point and on which date the Vehicle Hire Agreement between the Driver and the Fleet Provider will come into existence. A copy of the Vehicle Hire Agreement will be attached to the Order Confirmation.

6.8 If Openstart rejects your order or the Fleet Provider is unable or unwilling to hire a vehicle to the Driver for any reason, Openstart will inform the Driver of this by email and will not process the order. If the Driver has already paid for the hire, Openstart will refund the Driver the full amount.

6.9 The Driver acknowledges that the Fleet Provider may substitute the Vehicle with a vehicle of a similar model and specification.

7. Insurance

7.1 The Vehicle will be insured for the duration of and in accordance with the Vehicle Hire Agreement. A copy of the insurance documentation will be provided to the Fleet Provider on the commencement of the Vehicle Hire Agreement and the Fleet Provider shall provide a copy of the insurance documentation to the Driver.

7.2 The Driver shall comply with the terms of the insurance policy covering the Vehicle at all times when using the Vehicle and if the Vehicle is involved in an accident.

7.3 The Driver will notify the Vehicle insurer and the police as soon as possible after any accident occurs involving the Vehicle.

8. Cancellation of the Vehicle Hire Agreement

8.1 Please refer to the Vehicle Hire Agreement for details as to:

- (a) the circumstances in which each of the Fleet Provider and the Driver may cancel a rental booking; and
- (b) the applicable cancellation charges.

9. Collection of the Vehicle

9.1 The Order Confirmation and Vehicle Hire Agreement will state the place, date and time for collection of the Vehicle at the start of the Hire Period. The Driver must attend the collection point on the date and at the time specified.

9.2 On collection of the Vehicle the Driver must bring their photocard driving licence together with their PCO licence, PCO Card (for copies of front and back), two proofs of address and DBS form.

9.3 The Driver and the Vehicle Owner must each inspect the Vehicle and inform the other of any Vehicle Damage prior to the Driver taking delivery of the Vehicle and driving it away. Any reported Vehicle Damage will be entered into a condition log for the Vehicle and signed by both the Fleet Provider and the Driver (**Agreed Condition Record**).

10. The Driver's responsibilities

10.1 During the Hire Period, the Driver shall:

- (a) keep the Vehicle clean;
- (b) drive the Vehicle in accordance with all applicable laws and regulations;
- (c) lock the Vehicle when it is not in use;
- (d) ensure that the correct fuel (petrol or diesel) for the Vehicle is used;
- (e) inform Openstart and the Fleet Provider immediately in the event of any damage to or theft of the Vehicle;
- (f) keep the Vehicle in the condition and state it was in at the start of the Hire Period (save for fair wear and tear) and not attach or affix any additional parts, branding or signage to the Vehicle without the Fleet Provider's prior written approval; and
- (g) cooperate with the Fleet Provider in order to arrange any routine servicing and/or maintenance appointments that are required and promptly attend any such servicing and/or maintenance appointments.

10.2 The Driver is responsible for any Vehicle Damage suffered by the Vehicle during the Hire Period other than fair wear and tear, whether such Vehicle Damage is caused by the Driver, a passenger in the Vehicle or by any other third party and, to the extent that it is not recoverable under the applicable insurance policy, will be liable to pay the cost of repair or replacement of the Vehicle resulting from such damage.

10.3 The Driver must not:

- (a) allow any other person to drive the Vehicle and must not sell, rent or dispose of the Vehicle or any part of it;
- (b) drive the Vehicle outside of the United Kingdom;
- (c) smoke in the Vehicle or allow any passenger to smoke in the Vehicle;
- (d) use the Vehicle for any illegal purpose;
- (e) overload the Vehicle, either with passengers and/or luggage;
- (f) use the Vehicle to transport any hazardous, toxic, flammable, corrosive, or radioactive materials or substance;
- (g) use the Vehicle off-road or for racing;
- (h) drive the Vehicle while under the influence of alcohol or drugs; or
- (i) otherwise use the Vehicle unlawfully.

10.4 The Driver is responsible for obtaining a private hire vehicle licence for the Vehicle prior to its use as a private hire vehicle and must only use the Vehicle as a private hire vehicle while such licence is valid and in force.

10.5 The Driver shall provide Openstart with their current address in the United Kingdom at the time of placing an order to hire a vehicle and will inform Openstart either via the Openstart Platform or via email if their

address changes at any time before the end of the Hire Period or for 2 months thereafter. The Driver acknowledges that this address will be used by Openstart and any relevant authority for the purpose of communicating with the Driver regarding Fines payable and Openstart and the Fleet Provider shall have no liability to the Driver if Fines increase due to notifications about them being sent to an incorrect address.

- 10.6 The Driver shall cooperate fully with Openstart, the Fleet Provider, the relevant insurer, the police and any other relevant authority in the event that the Vehicle is involved in an accident or is stolen.

11. Returning the Vehicle

- 11.1 The Order Confirmation and Vehicle Hire Agreement will state the place, date and time for returning the Vehicle to the Fleet Provider. Unless the Vehicle Hire Agreement is extended in accordance with its terms, the Driver must attend the return point on the date and at the time specified.

- 11.2 If the Driver is one or more hours late in returning the Vehicle:

- (a) the Driver will be charged the daily rate for hiring and insuring such Vehicle in respect of each day the Vehicle is late;
- (b) the Vehicle may be uninsured;
- (c) Openstart and/or the Fleet Provider may notify the police or other relevant authority; and
- (d) there will be an unauthorised extension of the Hire Period and the Driver's responsibilities and liabilities under the Vehicle Hire Agreement will continue to apply for the duration of the extended Hire Period.

- 11.3 Subject to any fair wear and tear caused by the Driver's use of the Vehicle in accordance with the Vehicle Hire Agreement, the Driver shall return the Vehicle to the Fleet Provider in the state recorded in the Agreed Condition Record.

- 11.4 The Driver must remove all personal belongings and rubbish from the Vehicle prior to returning it and ensure that the Vehicle is clean.

- 11.5 The Fleet Provider will inspect the Vehicle to check:

- (a) for any Vehicle Damage;
- (b) that the Vehicle is returned in accordance with the Agreed Condition Record; and
- (c) that the Vehicle has been used in accordance with any conditions contained in the Vehicle Hire Agreement.

- 11.6 The Driver must reimburse the Fleet Provider the cost of repairing any Vehicle Damage other than fair wear and tear.

- 11.7 The Driver acknowledges that the Vehicle Hire Agreement will contain an agreed mileage limit and will set out the additional charges payable by the Driver in the event that the Driver's use of the Vehicle exceeds the agreed mileage limit. The Driver must pay the charges for excess mileage, if any.

12. The Fleet Provider 's obligations

- 12.1 The Fleet Provider warrants to Openstart and the Driver that at the start of the Hire Period:
- (a) each Vehicle has been maintained and serviced in accordance with the vehicle manufacturer's recommendations; and
 - (b) the Vehicle is roadworthy and suitable for renting as a private hire vehicle.
- 12.2 The Fleet Provider shall arrange and pay for routine servicing and (if required) maintenance of the Vehicle during the Hire Period and shall liaise with the Driver in order to arrange such servicing and maintenance appointments.

13. Payment of Rental Fees and other charges

- 13.1 On or within 48 hours of the Order Confirmation, Openstart will use the payment details provided by the Driver during the order process to collect payment of the first week Rental Fee together with the Joining Fee and any insurance premium cost, young driver surcharge and/or cancellation deposit provided for in the Vehicle Hire Agreement. Openstart will use the payment details provided by the Driver during the order process to take subsequent payments weekly in advance.
- 13.2 The Fleet Provider hereby authorises Openstart to collect payment on its behalf from the Driver of the Rental Fee, Joining Fee, insurance premium cost, young driver surcharge and/or cancellation deposit together with any other amounts payable by the Driver to the Fleet Provider pursuant to the Vehicle Hire Agreement. Openstart will notify the Fleet Provider if any payment that is due can not be collected from the Driver.
- 13.3 The Driver is responsible for and shall pay to the relevant authority directly and on demand any and all charges, tolls, costs, fines, court costs and civil penalties resulting from the use of the Vehicle during the Hire Period or any authorised or unauthorised extension of the Hire Period, including, without limitation, congestion charges, toll road charges, toll crossing charges, parking charges and tickets, speeding fines, fines and penalties for traffic offences, costs incurred in recovering a Vehicle which has been clamped or impounded, and any compounded or additional fines, costs and charges payable for late payment of any of the foregoing, in all cases whether such amounts are for the account of the registered owner or the driver of the Vehicle from time to time (**Costs**). In the event that the Fleet Provider pays any Costs direct to the relevant authority, the Driver will reimburse the Fleet Provider. Openstart will collect any reimbursement of Costs due to the Fleet Provider from the Driver using the payment details provided by the Driver during the order process.
- 13.4 Where VAT is payable in respect of some or all of the charges, the Driver must pay the Fleet Provider such additional amounts in respect of VAT, at the applicable rate, at the same time as the Driver pays the charges.
- 13.5 The Driver authorises Openstart to collect, on the Fleet Provider's behalf, any amounts payable by the Driver pursuant to the Vehicle Hire Agreement using the credit or debit card provided by the Driver during the order process.

13.6 A late payment fee of £15 per day may be charged to Drivers in respect of any overdue amounts payable to Openstart or a Fleet Provider under these Platform Terms and/or a Vehicle Hire Agreement.

13.7 The Driver must pay all amounts due in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14. Joining Fee

14.1 Driver Joining Fee is a one off fee that is paid when you take out a new rental. Drivers will no longer be required to pay a deposit when renting a vehicle with us.

14.2 If we previously held a deposit for you this should have been be refunded to you in full to the card that payment was made from. Please contact support@openstart.co.uk if you have not received your deposit.

15. Telematics

15.1 The Driver and the Fleet Provider acknowledge and agree that Openstart or the Fleet Provider may install (or be required to install) on-board diagnostics technology or equipment ("**On-Board Diagnostic Equipment**") in the Vehicle which allows Openstart and/or the Fleet Provider to:

- (a) carry out remote tracking, locking, unlocking, immobilisation and remobilisation of the Vehicle; and/or
- (b) obtain data regarding the Driver's usage of the Vehicle, including mileage, driver behaviour, machine learning and artificial intelligence, mapping, acceleration and breaking; and/or
- (c) offer in its sole discretion further telematics services or integration with other related services such as the provision of insurance or app based technology services.

15.2 Any personal data extracted in accordance with clause 15.1 will be used, stored and otherwise processed by Openstart in accordance with our [Privacy Policy](#).

15.3 The Fleet Provider shall ensure that the On-Board Diagnostic Equipment provided to it by Openstart is installed correctly in the Vehicle in accordance with the On-Board Diagnostic Equipment instructions provided to the Fleet Provider prior to the Driver collecting the Vehicle.

15.4 The Fleet Provider shall indemnify Openstart in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Openstart as a result of any loss of or damage to the On-Board Diagnostic Equipment provided to the Fleet Provider for installation in a Vehicle.

16. Extension of the Vehicle Hire Agreement

16.1 The Hire Period in the Vehicle Hire Agreement may be extended at the request of the Driver and with the agreement of the Fleet Provider.

17. Intellectual property rights

- 17.1 All content published, displayed or performed on the Openstart Platform (including, but not limited to text, lists, directories, graphics, photographs, images, illustrations, drawings, audio clips, video clips, interactive applications and search features) (**Openstart Platform Content**) is protected by copyright, trade marks, database right and other intellectual property rights, which are owned or controlled by us or our third party licensors and content providers. You shall not obtain any right, title or interest in any of the Openstart Platform Content.
- 17.2 You are not granted any commercial, copying, sale, resale, rental, lending, adaptation, reproduction, distribution, publication, modification, broadcast or promotional rights for the Openstart Platform Content.

18. How we may use your personal information

- 18.1 We will use any personal information you provide to us to:
- (a) provide the services available from the Openstart Platform;
 - (b) process your payment for the services available from the Openstart Platform; and
 - (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.
- 18.2 If we are informed that the driver of the Vehicle has been involved in a traffic offence, has incurred a Fine or has engaged in unlawful activity involving the Vehicle, we will pass the Driver's name, contact details and other personal information to the police and/or other relevant authority.
- 18.3 If you are late returning the Vehicle, we may notify the police or other relevant authority.
- 18.4 Further details of how we will process personal information are set out in our [Privacy Policy](#).

19. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 19.1 Nothing in the Contract or a Vehicle Hire Agreement limits or excludes any party's liability for:
- (a) death or personal injury caused by their negligence, or the negligence of their employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 19.2 Subject to clause **19.1**, a party will not be liable to any other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract or a Vehicle Hire Agreement for:
- (a) loss of profits;
 - (b) loss of sales or business;

- (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;]
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 19.3 Subject to clause 19.1, Openstart's total liability arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise to:
- (a) a Driver will be limited to the Rental Fees paid by such Driver under any Vehicle Hire Agreement and/or the Contract during the 12 month period preceding the date upon which the claim arose; and
 - (b) a Fleet Provider will be limited to the total fees paid to such Fleet Provider by Drivers under any Vehicle Hire Agreement during the 12 month period preceding the date upon which the claim arose.
- 19.4 Except as expressly stated in these Platform Terms, we do not give any representations, warranties or undertakings in relation to the Openstart Platform, the services provided through the Openstart Platform or the Vehicles. Any representation, condition or warranty which might be implied or incorporated into these Platform Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- 19.5 The Vehicle Hire Agreement is between Fleet Provider and the Driver and Openstart accepts no liability for and provides no warranty in respect of the use of the Vehicle prior to or during the Hire Period, or as to the condition of the Vehicle on collection or return of the Vehicle.
- 19.6 This clause 19 will survive termination of the Contract.

20. Confidentiality

- 20.1 Openstart and the Fleet Provider each undertake that it will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 20.2.
- 20.2 Openstart and the Fleet Provider each may disclose the other's confidential information:
- (a) to such of their respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out their respective obligations under the Contract. Openstart and the Fleet Provider will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 20; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 20.3 Each of Openstart and the Fleet Provider may only use the other's confidential information for the purpose of fulfilling their respective obligations under the Contract.

21. Termination of the Vehicle Hire Agreement

- 21.1 The Driver may terminate the Vehicle Hire Agreement by giving Openstart at least 7 days' notice of termination. The Driver will not be entitled to any refund of the Rental Fee in respect of any early termination of the Hire Period which is instigated by the Driver.
- 21.2 The Fleet Provider may terminate the Vehicle Hire Agreement by giving Openstart at least 7 days' notice of termination, in which case the Driver will be entitled to a pro rata refund of the Rental Fee in respect of any part of the Hire Period falling after termination becomes effective and for which the Driver has paid in advance.
- 21.3 Without limiting any of your other rights, the Fleet Provider or Openstart may terminate the Vehicle Hire Agreement with immediate effect by giving written notice to the Driver if:
- (a) the Driver commits a material breach of any term of the Vehicle Hire Agreement and (if such a breach is remediable) fails to remedy that breach within 3 days of the Driver being notified in writing to do so;
 - (b) the Driver fails to pay any amount due under the Vehicle Hire Agreement on the due date for payment;
 - (c) the Driver provided or provides any false or misleading information to Openstart or the Fleet Provider when hiring the Vehicle or during the Hire Period;
 - (d) the Driver takes any step or action in connection with entering administration, bankruptcy, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (e) the other party to the Vehicle Hire Agreement suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of your business.
- 21.4 Any notice of termination received by Openstart from either the Driver or the Fleet Provider will be passed on to the Fleet Provider or the Driver, respectively, in accordance with clause 24.
- 21.5 The Vehicle Hire Agreement will terminate when the Driver has returned the Vehicle to the Fleet Provider.
- 21.6 On termination of the Vehicle Hire Agreement:
- (a) all charges, fees and other amounts accrued under the Vehicle Hire Agreement will be due and payable immediately;
 - (b) the Driver's right to use the Vehicle will cease and the Vehicle must be returned to the Fleet Provider immediately.

22. Termination of our Contract

22.1 Without limiting any of our other rights, we may terminate our Contract with a Driver with immediate effect by giving written notice to the Driver if:

- (a) the Driver commits a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 3 days of the Driver being notified in writing to do so;
- (b) the Driver fails to pay any amount due under the Contract on the due date for payment;
- (c) the Driver takes any step or action in connection with their entering administration, provisional liquidation or any composition or arrangement with their creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of their assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Driver suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of their business; or
- (e) the Driver's financial position deteriorates to such an extent that in our opinion their capability to adequately fulfil their obligations under the Contract has been placed in jeopardy.

22.2 On termination of the Contract:

- (a) we will terminate the Driver's account on the Openstart Platform; and
- (b) the Driver is required to return the Vehicle to the Fleet Provider in accordance with clause 11, following which the Vehicle Hire Agreement will terminate.

22.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

22.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

23. Non-solicitation

The Fleet Provider shall not supply PCO vehicles for hire to drivers by means of any platform which offers services which are competitive with the services offered by the Openstart Platform for a period of 24 hours.

24. Communications between us

24.1 When we refer to "in writing" in these Platform Terms, this includes email and communications using the messaging service on the Platform.

24.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

- 24.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - (c) if sent by email or through the messaging service on the Platform, at 9.00 am the next working day after transmission.
- 24.4 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

25. Definitions

25.1 In these Platform Terms:

Agreed Condition Record	has the meaning given to it in clause 9.3;
Contract	has the meaning given to it in clause 4.1;
Costs	has the meaning given to it in clause 13.3;
Joining Fee	means a one off fee that is paid when you take out a new rental for the first time;
Driver	means an individual who registers as a driver on the Openstart Platform and who may also go on to hire a vehicle through the Openstart Platform;
Fleet Provider	means a business which has registered on the Openstart Platform as a fleet provider, being the registered owner of one or more vehicles which are available to hire through the Openstart Platform;
Hire Period	the duration of the hire of the Vehicle, as proposed by the Driver and confirmed by the Fleet Provider;
Openstart Platform	Openstart's online platform available from our Site, which allows drivers to hire vehicles for use in a private hire vehicle business from the Fleet Provider;
Openstart, we, our, and us	means OS Mobility Ltd, further details of which can be found at clause 2;

Order Confirmation	has the meaning given to it in clause 6.7;
Platform Terms	means these terms and conditions;
Rental Fee	the amount payable by the Driver to the Fleet Provider for the hire of the Vehicle during the Hire Period;
Site	means www.openstart.co.uk ;
Vehicle	means a vehicle hired by a Driver from the Fleet Provider through the Openstart Platform;
Vehicle Damage	means any damage to or defect in the condition of the Vehicle;
Vehicle Hire Agreement	has the meaning given to it at clause 4.4.

26. General

- 26.1 **Assignment and transfer.** We may assign or transfer our rights and obligations under the Contract to another entity. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 26.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us. Any variation of the Vehicle Hire Agreement only has effect if it is in writing and signed by the Driver, the Fleet Provider.
- 26.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 26.4 **Severance.** Each clause of these Platform Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 26.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 26.6 **Governing law and jurisdiction.** The Contract, these Platform Terms and the Vehicle Hire Agreement is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the same to the exclusive jurisdiction of the English courts.