

## Call for Applications - TAXI DRIVER AGREEMENT

INTERNATIONAL AIRPORT TAXI COMPANY LIMITED

RELATING TO BELFAST INTERNATIONAL AIRPORT TAXI RANK

Reference: **XXX**

### Return Document to be Completed and Returned in full by Applicants.

#### Applicant Guidance

Completed applications must be sent to [applications@allenpeoplesolutions.co.uk](mailto:applications@allenpeoplesolutions.co.uk) or posted to 1b Ladas Drive, Belfast BT6 9FQ.

ONLY INFORMATION PROVIDED ON THIS APPLICATION FORM WILL BE CONSIDERED BY THE PANEL.

Applicants must fully complete all aspects of the application and to demonstrate their suitability to meet the requirements. All information given will be treated with the strictest confidence. Continuation pages/sheets may be added as necessary.

#### Requirements to be met by the Applicants

##### Licence and Equipment

- Current and Valid DVLA driving licence
- Valid Driving Licence
- Suitable own vehicle to provide the taxi services as specified under the Agreement **or** can provide proof of the necessary Finance arrangements to secure a vehicle that is compliant to requirements prior to interview.
- The applicant's vehicle must be less than 8 years old and have a valid PSV certificate (if applicable)
- Agreement to have a working fire extinguisher in the vehicle at all times
- Use of a mobile phone with internet access.

##### Experience

Those with previous relevant experience of providing self-employment taxi services to other Operators will be given preference in the first instance but those without this will be considered.

The applicant will have to confirm the number of years of self-employment. If you have no past experience you will need to attach a credit reference check.

The driver's will be deemed as a self-employed driver and will need to ensure that they have the appropriate insurance in place and indemnify the Licensor against any and all claims arising. They will be required to pay a monthly rent charges as per the agreement.

The applicant will need a sound geographical knowledge of landmarks, hotels, places of interest across Northern Ireland.

# Taxi Driver Agreement – Main Contract Specifications

## 1. Definitions

**Licensee / Driver:** the person holding a valid licence to operate a taxi under the Licensor's Taxi Operating Licence

**Licensor / Business:** INTERNATIONAL AIRPORT TAXI COMPANY LIMITED, the business licenced to provide a taxi hire service to passengers at the Airport.

## 2. Agreement / Licence Period

- I. **The Contract Agreement is for a 30 day rolling contract from the 1<sup>st</sup> to the last calendar day of the month.**
- II. This Licence shall proceed on a rolling monthly basis and will not require express confirmation of renewal unless terminated in accordance notice provisions under the Licence.
- III. The Licence will be reviewed every six month anniversary of the commencement date, notwithstanding the rolling monthly basis of the Agreement.
- IV. **The Licensee:** one calendar month's notice to the Licensor in writing.
- V. **The Licensor:** with two weeks' notice to the Licensee in writing or with immediate effect where there is a failure by the Licensee to pay the Licence Fee within the terms of the Agreement.

## 3. Licensee Status - Terms of the Taxi Agreement

- I. The Licensee status is as a **self-employed person operating an independent business** for the purpose of carrying out the Licensee's own Business.
- II. Nothing in the Licence / Taxi Agreement shall render the Licensee an employee, worker, agent or partner of the Licensor and the Licensee shall not hold himself out as such.
- III. The Licensee must register and notify the relevant authorities that they operate as a self-employed person and provide the Licensor with confirmation of any necessary registrations.
- IV. Subject to the terms of the Agreement, the Licensor permits the Licensee during the Licence Period to use the Taxi Rank for the purpose of carrying out the Business of the Licensee (INTERNATIONAL AIRPORT TAXI COMPANY LIMITED).
- V. Under the Agreement only the Licensee will have access to occupy the Taxi Rank and it is not assignable, save to the extent that a Licensee can arrange a temporary substitute of a Replacement Driver who is registered on the Licensor's Operator's Licence). No Licensee may subcontract to any other driver outside of the terms of the Agreement.
- VI. Passengers attended by the Licensee shall be in a direct contractual relationship with the Licensee.
- VII. Money received from Passengers attended by the Licensee is the property of the Licensee.
- VIII. Claims from Passengers of the Licensee shall be directed to the Licensee.
- IX. The Licensee must indemnify and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability.

## 4. Service Provision by the Licensor

The Services provided to the Licensee under the terms of the Agreement are:

- 1.1 Registering Drivers on the Licensor's Taxi Operating Licence.
- 1.2 Providing access to a taxi rank and waiting area for passengers at the Airport (subject to transponder and pass access which remain the property of the Licensor at all times).
- 1.3 Allocating online and telephone taxi bookings to the Licensee in accordance with Licensee's place on the roster of drivers.
- 1.4 Payment facilities to include a credit card terminal and online booking.

## 5. Service Provision by the Licensee

To provide taxi services to and from the taxi rank for passenger in line with the terms of the Agreement.

The number of shifts operate either on a full-time or part-time basis:

- Full Time Split Shift (as per mutual undertaking) 06:00 – 10.15/18:00 – last domestic flight cleared

- Full-Time Night Shift (as per mutual undertaking) 18:00 – last flight cleared
- Part-time – Split Shift Thursday – Sunday 06:00 – 10.15/18:00 – last domestic flight cleared
- Part-Time Night Shift Thursday – Sunday 18:00 – last flight cleared

***Please be advised that there is no obligation whatsoever to provide the availability of any such work (this is at the Licence's own risk and liability) but rather INTERNATIONAL AIRPORT TAXI COMPANY LIMITED agree to provide access to the Taxi Rank as per the terms of the agreement.***

## **6. Licensee Undertakings and Obligations**

The Licensee shall be responsible for:

- I. Operating under the terms of the License Agreement for the duration that the Agreement remains in force.
- II. Providing and agreeing to use the necessary equipment required for carrying on the Licensee's Business including use own vehicle to provide the services as specified under the Agreement. The vehicle must be in a roadworthy and suitable condition and be less than 8 years old. Otherwise confirmation of financial arrangements / means to secure such a suitable vehicle.
- III. Having a working fire extinguisher in the vehicle at all times.
- IV. Paying to the Licensor the Licence Fee / Rent Charges without any deduction in advance by standing order on each Licence Fee Payment Date as defined under the terms of the Agreement. The current rent charges are £380 a month. This rate may be reviewed and revised as necessary subject to notice under the Agreement.
- V. You must also fit your own payment facility (such as Izettle or PayPal) to enable a customer to pay by credit card.
- VI. Using the Taxi Rank solely for the Licensee's own independent Business, use his best endeavours to carry on the Licensee's Business in line with any roster put in place by the Licensor from time to time. The Licensee agrees to promptly commence any shift specified for him and not to cause any damage to or obstruct or inconvenience access to the Taxi Rank or which otherwise may be illegal.
- VII. Ensuring they are and remain such at all times, suitably qualified to carry on the Licensee's Business including holding a valid driving licence, appropriate insurances and DVA License and ensuring tax and other compliance.
- VIII. Ensuring all financial, statutory reporting and taxation affairs of their Business are met in with the all statutory and other legal requirements.
- IX. Licensee's Tax Liabilities: including liability for any and all income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the Licensee's Business.
- X. Maintaining at all times, full and adequate insurance in respect of a public service vehicle to comply with the requirements of the Road Traffic (Northern Ireland) Order 1981 (as amended) and all subsidiary and subordinate legislation relating to this.
- XI. Any and all liabilities arising in respect of their own goods, belongings and against any and all loss, damages or claims arising.
- XII. Sole responsibility for keeping safe and secure the data you retains/hold in relation to customers. Ensuring that the appropriate and reasonable security measures are in place to protect and take care of any data you hold/have access to and for maintaining its confidentiality and is not maintained for longer than required in line with GDPR.
- XIII. Behaving in a professional and safe manner in carrying out the Licensee's Business including adhering to standards of behaviour, hygiene, health, and safety matters. You are advised that due to the nature of the work and Belfast International Taxi's contract with the International Airport, it is a condition that the Licensee may be subject and must consent to random drug /alcohol testing.
- XIV. Being courteous to all other Drivers operating from the Taxi Rank and adhere to the mode of operation at the Taxi Rank. Under no circumstances shall the Licensee attempt to prefer himself ahead of any Driver properly seeking Business from the Rank but shall operate on a "first come, first served basis".

**Reference: BIAT0322 - TAXI DRIVER AGREEMENT - APPLICATION PACK TO BE RETURNED**  
**INTERNATIONAL AIRPORT TAXI COMPANY LIMITED**

PERSONAL DETAILS			
<b>Surname:</b>		<b>Forename(s):</b>	
<b>Home Address:</b>			
<b>Postcode:</b>		<b>Email:</b>	
<b>Home Number:</b>		<b>Mobile Number:</b>	
<b>National Insurance Number:</b>			
<b>Reasonable Adjustments</b> Please provide details of any special arrangements/ adjustments in relation to either communications or access requirements if invited to interview			
<b>ELIGIBILITY TO WORK IN THE UK</b>			
Do you have the right to work in the UK? Yes <input type="checkbox"/> No <input type="checkbox"/>			
As required under legislation, we will require you to present documentary evidence to confirm your right to work in the UK. <u><b>E.g. Your Passport or other Official Documentation confirming your National Insurance Number and your Full Birth Certificate or any other eligible documentation</b></u>			

**1. LICENCING AND EQUIPMENT**

Driving Licence and Ownership of an Appropriate Vehicle			
Do you hold a valid driving licence? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Do you have any penalty points? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details: <b>You are required to provide a copy of your license</b> (Photographic and paper section of the form) <b>if successful and invited to attend interview.</b>			
Your Vehicle Details			
Do you own a suitable vehicle for the purposes of carrying out taxi services? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>The vehicle must be in a roadworthy and suitable condition and be less than 8 years old.</i>			
If no, do you confirm that you have the necessary Finance arrangements to secure a vehicle that is compliant to requirements. Please attach proof when submitting the application, along with completing the below boxes in relation to the vehicle that finance arrangements are in place for. I understand that the Agreement will not proceed in the absence of this.			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Do you have a PSV certificate Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			
<i>Please note you will be required to provide a copy of your Certificate if invited to interview.</i>			
<b>Make of Vehicle</b>		<b>Model of Vehicle</b>	
<b>Type of Vehicle</b>	Saloon <input type="checkbox"/> Estate <input type="checkbox"/> SUV <input type="checkbox"/> Minibus <input type="checkbox"/>	<b>Age of Vehicle</b>	<b>Less than 8 years</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Wheel Chair Access</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Have you completed the relevant DVLA courses Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>			
<b>OR</b>			
I have not completed the relevant course, but I confirm and agree to complete the necessary DVLA training Courses required if offered a contract. I understand that the contract will not proceed in the absence of this. Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>			

## 2. EMPLOYMENT HISTORY

(Please use the space below to list all present and past employment, in chronological order, i.e; starting with your most recent employer. You may use a separate continuation sheet if necessary). All previous employment must be accounted for in your application including any breaks.

NAME AND ADDRESS OF EMPLOYER	Date		JOB TITLE AND SUMMARY OF KEY DUTIES	SALARY and REASON FOR LEAVING	Nature of Relationship		
	From (Start Date)	To (Leave Date)			Employed	Self Employed	Other
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					If other, please provide details		
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					If other, please provide details		
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					If other, please provide details		
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					If other, please provide details		

## 3. SUITABILITY FOR THIS POSITION

(Please detail your suitability for this position under the relevant headings below as per the essential and desirable criteria)

ESSENTIAL CRITERIA	
<b>Criterion 1 – Experience of Self-employment and Financial Standing / Financial Regulatory Compliance</b>	
DVA License Number	Years Held
You are required to provide a copy of your DVLA license if invited to interview.	
OR	
I have just received or in the process of applying my DVLA license	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
<b>Criterion 2 – Declarations</b>	
I agree to use own vehicle to provide taxi services and as specified under the contract	Yes <input type="checkbox"/> No <input type="checkbox"/>
I understand the terms of the Agreement are as a self-employed driver	Yes <input type="checkbox"/> No <input type="checkbox"/>
I agreed to ensure the appropriate insurances are in place and indemnify the Licensor against any and all claims arising	Yes <input type="checkbox"/> No <input type="checkbox"/>
I agree to ensure I have a working fire extinguisher in the vehicle at all times	Yes <input type="checkbox"/> No <input type="checkbox"/>
I agree to pay the monthly rent charges as required under the agreement	Yes <input type="checkbox"/> No <input type="checkbox"/>
Use of a mobile phone with internet access	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Criterion 3 – Geographical Knowledge</b>	
I have sound geographical knowledge of landmarks, hotels, places of interest across Northern Ireland	Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>IT skills: Please use the space below to confirm your IT skills are proficient to fulfil the terms of Agreement</b>					
ABILITY TO USE THE FOLLOWING: <b>Email</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>	<b>Internet</b>	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>		

**Please note** if you are successful however do not have a vehicle which is an appropriate age, you will be required to secure the appropriate vehicle including ensuring it is PSVD within a 6-week prior. Failure to do so may result in the offer being withdrew.

Priory will be given to those who have interviewed and ready to start immediately.

**4. DECLARATION OF CRIMINAL CONVICTION**

Have you ever been convicted of a criminal offence, which cannot be considered ‘spent’ under the Rehabilitation of Offenders (NI) Order 1978?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please give details below.		
<p>PLEASE NOTE THE FOLLOWING:  <b>Rehabilitation of Offenders (NI) Order 1978 Rehabilitation of Offenders (Exceptions) Order (NI) 1979</b>          Because of the nature of the work and clearances required, this is exempt from the provisions of the 1978 Order. Applicants are, therefore, not entitled to withhold information about convictions that are for other purposes “spent” under the provisions of the Order. Failure to disclose such convictions could result in the application being considered NULL and VOID or the Agreement ended without notice. Any information given will be treated as strictly confidential. You will be required to consent to an Enhanced Disclosure security check.</p>		

**5. VERIFICATION OF INFORMATION**

I certify that all information provided in this Application is truthful and accurate. I have not omitted any facts that could affect my Application. I understand that any false or misleading statements could result in the Application being deemed to be null and void or the Agreement ended without notice.

I understand that any Agreement entered into is subject to evidence of holding the necessary documentary and licences as well as Security Clearance and satisfactory references.

I expressly consent to personal data contained within this form being recorded, processed and retained in line with GDPR requirements for the purposes of assessing suitability and managing the Agreement.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I confirm I understand that I will have to provide original documentation if invited to the next stage of the process.**