

FreeNow Licence Conditions

Condition 1:

The operator shall maintain an independent assurance procedure designed to review and validate the effectiveness of its systems, policies, procedures and oversight mechanisms for promoting compliance with its obligations as a licensed operator in accordance with the relevant legislation as well as these conditions.

The operator shall provide TfL with details about all existing and new customer and/or driver safety and security initiatives, safety and security related products and the independent assurance procedure shall also include a review of these safety and security initiatives, safety and security related products and services.

The independent assurance procedure shall include a review of all failures to comply with its obligations as a licensed operator and identify how the operator will address and remedy any such failures.

The independent assurance procedure shall include an update on the effectiveness of its complaints handling process, as well as up-to-date figures concerning the number of reports made to the police within each relevant period.

The operator shall provide TfL with a copy of an independently verified assurance procedure report produced every six (6) months from the date of this Licence together with a summary of actions the operator proposes to take in response to that report, and timescales for implementation.

Condition 2:

In addition to and without derogation from its obligations under regulation 9(13) of the 2000 Regulations, the operator shall give TfL at least 28 days' advance notice of any material change that it intends to make to its operating model, systems or processes, that may affect compliance with the 1998 Act, 2000 Regulations or other licence conditions, including but not limited to:

- a) Any material proposed changes to the way in which the operator collects and holds passengers' and drivers' data;
- b) Any material proposed changes concerning the operator's booking systems and arrangements for making bookings;
- c) Any material proposed changes relating to the safety and security of passengers and drivers;
- d) any proposed changes related to the boundary in which the operator allocates bookings to TfL licensed drivers; and
- e) any material proposed changes to driver and vehicle registration and / or verification ('onboarding') processes.

Any notice provided must be full, detailed and transparent. Such notice should be made in writing and shall include details of the risk assessments carried out and the impact on the safety of passengers and drivers. Such risk assessments will identify and address the

possibility that the changes proposed could lead to unintended exploitation of the operator's technical systems which could affect the safety of passengers.

The operator shall have regard to any response raised by TfL in respect of any such changes so notified.

In the event that the operator is unable to comply with the notice requirements in this condition because immediate or faster change is required in order to comply with a Court order or other legal obligation or to address an actual or potential emergency, the operator will give the greatest notice reasonably practicable.

Condition 3:

The operator shall, to the extent permitted by law, provide a written report to any relevant regulatory and law enforcement authority in the United Kingdom, and to the extent permitted by law, to TfL of all data breaches, material data losses or infringements of data protection law affecting the data of UK drivers and/or customers, whether those incidents occur in the United Kingdom or elsewhere.

This requirement to notify includes but is not limited to all investigations in which a Relevant Person (see below) has been implicated in, or found personally culpable for, such a data loss.

Following any report made, the operator shall co-operate fully, openly and transparently with any investigation conducted by any regulatory or law enforcement authority and/or by TfL.

In addition, the operator shall, to the extent permitted by law, provide written notification to TfL of the outcome of all investigations, in the United Kingdom or elsewhere, concerning data breaches, material data losses or infringements of data protection law affecting the data of drivers and/or customers.

In this condition:

- a "Relevant Person" means any person who during the term of this Licence is, or has been, employed or engaged by the operator as a Senior Manager and/or Director.
- a "data breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed in particular.
- a "material data loss" means the loss of control over a person's personal data or identity theft or fraud, financial loss, damage to reputation, loss of confidentiality of personal data protected by professional secrecy or any other significant economic or social disadvantage to the person concerned as a result of the data breach in particular.
- "Data breaches, material data losses or infringements of data protection law" means any such incident that:
 - (i) is, or
 - (ii) would, if UK law were to apply, be required by law to be notified to a regulator or law enforcement authority.

Condition 4:

Where the operator offers ride-sharing services, the operator shall provide training to all drivers to ensure that any advanced bookings of private hire vehicles at separate fares are carried out safely.

Condition 5:

Where the operator offers ride-sharing services, the operator shall ensure that appropriate insurance is held for private hire vehicles carrying out bookings accepted at separate fares

Condition 6:

Where the operator offers ride-sharing services, the operator shall ensure that risk assessments are carried out for services in which passengers travel at separate fares insofar as this is not required to comply with another licence condition,

Condition 7:

The operator shall ensure that it has in place, and makes use of, appropriate checks to verify that all documentation provided by a driver is legitimate and that it relates to that driver. This will include, but is not limited to, use of online tools such as TfL Licence Checker, the DVLA and Home Office websites as well as direct contact with insurance companies.

In the event that the operator identifies a potentially fraudulent document, the operator shall ensure that no further bookings are undertaken by the driver (or vehicle) pending further inquiries; and

- a) The operator shall, on a weekly basis, provide a report to TfL, specifying all of the potentially fraudulent documents identified and the action taken.
- b) The operator shall, upon conclusion of each investigation into a potential fraudulent document, notify TfL of the outcome of the investigation and any resulting action taken.

Condition 8:

The operator shall confirm the validity of both:

- The London PHV driver's licence; and
- The London PHV licence

before making that driver and that vehicle available to carry out private hire bookings using TfL's Licence Checker.

Condition 9:

The operator shall provide a monthly report to TfL including any cases in which any kind of fraud has been identified.