

DATED (Office use only)

Please complete all section in Red

Meteor Parking Ltd

and

Please enter your full customer name below:

Taxi Driver

Taxi Access Agreement in respect of access to please enter the Station name below:

Contract No. (Office use only)

THIS AGREEMENT: (Office use only)

BETWEEN

(1) Meteor Parking Ltd ("**Meteor**") whose address for correspondence is Taxi Permit Administration, Meteor Parking Ltd, PO Box 2466, WATFORD, WD18 1XH

(2) **Customer name:** _____

Whose address for correspondence is:

Customer address:

(the Taxi Driver")

WHEREAS:-

- (A) The Taxi Driver wishes to ply for hire at _____ **Station**.
- (B) London & Birmingham Railway Ltd is the owner of _____ Station ("**the Station Owner**"). _____ **Station** is the private property of the Station Owner. This includes, but is not limited to, _____ **Station's** forecourt.
- (C) The Station Owner has appointed Meteor as its agent to administer the access of any taxi drivers who wish to have access to _____ Station to ply for hire at _____ Station.
- (D) The Station Owner has authorised Meteor to enter into this Agreement with the Taxi Driver.
- (E) The Taxi Driver notes the appointment of Meteor and that it is authorised by the Station Owner to enter into this Agreement.
- (F) Meteor in return for the consideration listed below, Meteor will issue the Taxi Driver with a _____ **Station** permit allowing the Taxi Driver access to _____ **Station** to ply for hire.
- (G) The _____ **Station** permit is only for access to ply for hire at _____ **Station**.

IT IS AGREED AS FOLLOWS:-

1. In this agreement, unless the context requires otherwise, the following words and expressions shall have the meanings respectively set opposite them:-
 - 1.1. "**Driver**" means a person licensed to drive a Taxi and who wishes to ply for hire at the Station.

- 1.2. "**Station**" means _____ Station, including its forecourt, which is the private property of the Station Owner
- 1.3. "**Taxi Stand**" means the area at the Station designated as such by the Station Owner from time to time.
- 1.4. "**Taxi**" means a vehicle licensed by The Council as a hackney carriage.
- 1.5. Words in the singular shall include the plural and words in the plural shall include the singular. Where appropriate, expressions shall be deemed to include the masculine, feminine or plural thereof.
2. The Station Owner permits on a non exclusive basis Taxis to ply for hire at the Station provided the drivers of those Taxis have entered into an access agreement in similar form with Meteor.
3. The execution of this Agreement by Meteor does not place on Meteor or the Station Owner any obligation to cause passengers to arrive by rail at the Station at any particular time or at all or to provide parking at the Station for Taxis whilst awaiting passengers over and above the designated parking area for a maximum capacity of EIGHTEEN (18) Taxis.
4. Meteor shall be entitled to suspend, restrict or terminate this Agreement where necessary to enable the Station Owner to comply with any obligations under its lease of the Station or in the case of emergency or for any other purpose reasonably necessary for the proper operation of the Station.
5. The Taxi Driver shall:-
 - 5.1. Not allow his Taxis to stand on the Station forecourt otherwise than on the Taxi Stand and leave the Station forecourt area promptly if the said Station Taxi Stand is fully occupied on arrival at the Taxi Stand.
 - 5.2. When plying for hire at the Station display such permit as shall be required by Meteor.
 - 5.3. Ensure when plying for hire at the Station that his Taxi is maintained in a condition suitable for the conveyance of passengers and their luggage and are kept clean, both internally and externally, to a standard acceptable to Meteor.
 - 5.4. Ensure that Meteor is furnished with full particulars of any parcel package or other article left or deposited in his Taxi by any passenger carried to or from the Station as soon as practicable after the discovery of such parcel, package or other article.
 - 5.5. Ensure that when his Taxis enters or leaves the Station he does not:-
 - 5.5.1. Drive dangerously recklessly or carelessly;
 - 5.5.2. Tout for hire either by word signal or otherwise;
 - 5.5.3. Unreasonably refuse a fare when not engaged;

- 5.5.4. Leave any Taxi unattended;
 - 5.5.5. Be under the influence of drink or drugs;
 - 5.5.6. Use any insulting or abusive or offensive language or be guilty of any indecent or improper conduct; or
 - 5.5.7. Dress other than in a smart and clean manner.
 - 5.5.8. cause or permit any nuisance, annoyance, obstruction, danger, damage, loss or inconvenience to:
 - 5.5.8.1. Meteor or to its servants or agents;
 - 5.5.8.2. the Station Owner or to its servants or agents;
 - 5.5.8.3. any person or property on or adjacent to the Station;
 - 5.5.8.4. any person hiring or seeking to hire any Taxi for the purpose of being carried to or from the Station or to any user of the Station; or
 - 5.5.8.5. any vehicle.
6. The Taxi Driver exercises his permissions under this Agreement at his own risk.
7. The Taxi Driver shall pay to Meteor in consideration for the permission granted hereunder the sum of £_____ (please refer to the price list) immediately for the period from (office use only)_____ 2014 until _____2015 including VAT at the appropriate rate for his permit to access the Station to ply for hire. Full payment is to be made before he may ply for hire at the Station. The Taxi Driver shall keep Meteor supplied with the Hackney Carriage Number, or licence number as appropriate and Insurer of his Taxi.
8. The Taxi Driver shall ensure that his Taxis complies in all respects with:-
- 8.1. Taxi and Motor Vehicle Law: the Town Police Clauses Acts 1847 and 1899, the Local Government (Miscellaneous Provisions) Act 1976, and any other statute, statutory instrument, regulation, order, direction, bye-law or other law which regulates hackney carriages and other hire vehicles and their operators and Drivers in the United Kingdom, or motor vehicles generally, as such laws are from time to time amended, replaced, or re-enacted, including any regulations and bye-laws as relate to the appearance and the conduct of Drivers whilst on duty;
 - 8.2. Any other law and requirements, any bye-laws or reasonable instructions of Meteor relating to the Station or any requirements or directions of the British Transport Police and other authorised officials; and
 - 8.3. Statutory insurance requirements and shall provide the name of the Insurer to Meteor.
9. The Taxi Driver shall not act in any way as agent for Meteor or the Station Owner or enter into any contract on behalf of Meteor or the Station Owner or

place any notices or advertisements in any Taxi or elsewhere suggesting that his Taxi is being worked by or on behalf of Meteor or the Station Owner.

10. The Taxi Driver shall not without the written consent of Meteor exhibit in any Taxi notices, advertisements or announcements of any description whatsoever relating to the business of Meteor or the Station Owner.
11. The Taxi Driver shall not ply for hire at the Station if not properly licensed.
12. In the event of a complaint against the Taxi Driver then Meteor may require the Taxi Driver to attend a hearing (at the Taxi Driver's own expense) at any reasonable location designated by Meteor for the purpose of investigating such complaint and to ascertain how it should be resolved. Any costs associated with such a hearing shall be payable by the Taxi Driver if shown to be at fault or in the case of non-attendance.
13. If Meteor gives notice to the Taxi Driver that it objects to the Taxi Driver plying for hire at the Station upon the grounds that such the Taxi Driver has refused or neglected to comply with, or has acted contrary to, any of the provisions of this Agreement, then the Taxi Driver shall forthwith cease to ply for hire at the Station. In addition, Meteor shall be entitled forthwith upon giving such notice (in addition to any other rights which Meteor may have) by their servants or agents or any other person they may require to aid them in that behalf to remove from the Taxi Driver and/or his Taxi from the Station.
14. This clause shall survive expiry or termination of this Agreement (howsoever arising). The Taxi Driver shall indemnify and hold harmless Meteor and the Station Owner from and against all loss, damage, liability, claims, action, proceedings costs and expenses (including legal costs) suffered or incurred by Meteor or the Station Owner as a result of or arising out of:-
 - 14.1. Breach, delay in or non-performance of the terms of this Agreement by the Taxi Driver;
 - 14.2. Any act or omission (whether negligent, deliberate or otherwise) of the Taxi Driver;
 - 14.3. The presence of the Taxi Driver or his Taxi on the Station or any damage or any personal injury unless and to the extent caused by the negligence of the Station Owner, Meteor, or their employees in the course of their employment; or
 - 14.4. The removal or barring of the Taxi Driver and/or his Taxi from the Station in accordance with the terms of this Agreement.
15. Meteor may terminate this Agreement immediately on written notice to the Taxi Driver if:-
 - 15.1. The Taxi Driver fails to pay any amount under this Agreement when due;
 - 15.2. The Taxi Driver breaches any other obligations under this Agreement and (if such breach is capable of remedy) fails to remedy such breach within 5 days after receipt of notice in writing giving particulars of the breach and the action required of the Taxi Driver to remedy such breach; or

- 15.3. The Taxi Driver is unable to pay his debts.
16. This Agreement shall commence on (office use only) _____ 2014 and (subject to the provisions of Clause 12) shall remain in force until (office use only) _____ 2015 when this Agreement shall automatically terminate.

17. General

- 17.1. The Taxi Driver shall not assign or part with any interest in this Agreement.
- 17.2. Any failure by the Taxi Driver to comply with the terms of this Agreement shall be considered to be a breach of this Agreement by the Taxi Driver.
- 17.3. No amendment, modification, or alteration to the terms of this Agreement shall have effect unless agreed in writing and signed by duly authorised representatives of Meteor and the Taxi Driver.
- 17.4. Any forbearance or delay on the part of Meteor in enforcing any provisions of this Agreement, or any of rights hereunder, shall not be construed as a waiver thereof of any rights thereafter to enforce the same.
- 17.5. This Agreement constitutes the entire agreement and understanding of the Parties and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement are hereby excluded.
- 17.6. Each Party acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement.
- 17.7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a Party to this Agreement (including any employee, officer, agent, representative or sub-Customer of either Party) shall have the right to enforce any of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Parties which agreement shall refer to this clause.
- 17.8. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties hereto or constitute any Party as agent for another for any purpose whatsoever and no Party shall have the authority or power to bind any other Party or to contract in the name of or create a liability of any other in any way or for any purpose
- 17.9. If any term or provision of this Agreement is held to be illegal or unenforceable by any body or authority of competent jurisdiction, in whole or in part, under any enactment or rule of law that term or provision shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of such term or provision and of this Agreement shall not be affected. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of

the purpose of this Agreement, the parties shall immediately commence good faith negotiations to remedy such invalidity.

18. Notices:

18.1. All notices under this Agreement shall be in writing and shall be sent by first class post, or by facsimile to the address of the respective Party as set out below or such address that may be given in writing from time to time by either Party. Such notices shall be deemed to have been delivered on the second working day following its despatch:

In the case of Meteor to the Meteor Appeals Department, Meteor Parking Ltd, PO Box 2466, WATFORD, WD18 1XH

18.1.1.

18.1.2. In the case of the Taxi Driver to ; **Customer address:**

18.1.3. Or to such other address and/or facsimile number as otherwise specified by Meteor and/or the Taxi Driver (as the case may be) from time to time (in accordance with the provisions of this Clause 16).

18.2. In the absence of evidence of earlier receipt, a notice or other communication is deemed given:

18.2.1. If delivered personally, when left at the address referred to in Clause 16;

18.2.2. If sent by first class registered post, two (2) Business Days after the day of posting it; or

18.2.3. If sent by facsimile, three (3) hours after completion of its transmission if transmitted before 14:00 on any Business Day and otherwise by 11:00 on the next Business Day.

18.3. In proving the giving of notice it shall be sufficient to prove that the notice was left or that the envelope containing such notice was properly addressed and posted by first class registered post or that the facsimile was transmitted.

19. Save as required by law, the Parties to this Agreement shall not without first obtaining the written consent of the other (such consent not to be unreasonably withheld or delayed) in any manner either advertise or publish the existence of the Agreement.

20. This Agreement shall be governed by and construed in accordance with English Law and the Parties each agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED for and on behalf of Meteor Parking Ltd

(Office use only)

Signed

Name

Position

Date

Customer section:

SIGNED
The Taxi Driver

Full Name

Date

Hackney Carriage Number

Or

Licence Number

Name of Insurer