

Terms and Conditions for **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED'S** Partners

Last updated: 07th August 2019

1. APPLICABILITY

These Terms and Conditions (“Terms”) constitute the full agreement between:

- the Partner (also referred to as “you”);
- **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** in relation to the Partner offering Passenger Transport Services through the **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** platform;
- **247 CARS (WILLENHALL) LIMITED** in relation to the provision to the Partner of certain equipment leasing and billing services.

Please review these terms carefully before you accept them.

2. DEFINITIONS

WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED: **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**, a Republic of Ireland private limited company with registered number 631192 and registered office at Unit 6, Block A, Broomfield Business Park, Malahide, Co. Dublin K36 E398, Republic of Ireland.

247 CARS (WILLENHALL) LIMITED: **247 CARS (WILLENHALL) LIMITED** Limited, a UK private limited company with company number 08433358 and registered office at Watery Lane, Willenhall, England, WV13 3SU.

(WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED) Partner (or “you”): a natural person or legal entity who / which has been approved by **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** as a Partner having applied to **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** for such approval and having agreed to the Terms.

Client: a natural or legal person who books the provision of Passenger Transport Services (whether for themselves or another person).

Driver: An individual (who may be the Partner himself / herself, if a natural person, or a third party) who possesses a valid (a) Private Hire Vehicle Driver’s licence issued by one of the Licensing Authorities or (b) Hackney Carriage Driver’s licence enabling him / her to perform Passenger Transport Services through **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**, and is able to receive bookings through the Driver App on the Partner’s account.

Drivers are not permitted to Social Media Groups like WhatsApp or Facebook to discuss or exchange information relating to 247 Cars. 247 Cars takes data protection

very seriously and any breach of this condition will result in involved drivers will have their driver authorisation to use Driver Companion App terminated and reported to local authority if any data laws have been breached

Driver App: Mobile application software licensed by **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**, via which Partners or Drivers authorised to use their **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** account can offer Passenger Transport Services to clients.

Licensing Authorities: the local authorities from which **247 CARS (WILLENHALL) LIMITED** hold private hire vehicle operator's licences, details of which are available from **247 CARS (WILLENHALL) LIMITED**.

Passenger: natural person being transported by a Driver because of a booking made by a Client which was subsequently accepted by a Driver via the Driver App.

Passenger Transport Services: The service of conveying a Passenger from a departure point to a destination point using the Vehicle.

The Vehicle: the vehicle or vehicles (multiple vehicles may be assigned to a Partner account) with which the Passenger Transport services are rendered by a Driver.

3. NATURE OF RELATIONSHIP

3.1. **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** is not obliged to offer any work to Partner, and Partner is not obliged to accept any work which may be offered. Partner, or any Driver using the Partner account, may elect to refuse any passenger journey offered to them at their sole discretion, although Partner acknowledges that:

- **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** may choose to prioritise for offers of work those Partners whose account has a track record of accepting a greater number of offers made when Drivers assigned to their account have opened the Driver App;
- for certain clients and/or pick up areas, **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** will only offer work to Partner, or any Driver using the Partner account, who elects to wear **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** branded "247 CARS (WILLENHALL) LIMITED" uniform (which may be purchased from **247 CARS (WILLENHALL) LIMITED** at its then prevailing tariff);
- for certain clients and/or pick up areas, **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** will only offer work to Partner, or any Driver using the Partner account, who is in a vehicle displaying **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** branded "247

CARS (WILLENHALL) LIMITED” livery (which may be purchased from 247 CARS (WILLENHALL) LIMITED at its then prevailing tariff);

- for clients who have requested service from WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED executive brand or brands (currently “247 CARS (WILLENHALL) LIMITED”), WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED will only offer work in the first instance to Partner, or any Driver using the Partner account, who has “247 CARS (WILLENHALL) LIMITED” (or like) status, who has elected to wear 247 CARS (WILLENHALL) LIMITED branded “247 CARS (WILLENHALL) LIMITED” (or like) uniform (which may be purchased from 247 CARS (WILLENHALL) LIMITED at its then prevailing tariff) and who is using a vehicle that complies with WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED “247 CARS (WILLENHALL) LIMITED” (or like) specifications and which displays WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED branded “247 CARS (WILLENHALL) LIMITED” (or like) livery (which may be purchased from 247 CARS (WILLENHALL) LIMITED at its then prevailing tariff).

3.2. WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED may, at its discretion, procure that two types of work are offered through the Driver App: journeys pre-booked for a particular time (for example, an appointment to collect a Passenger from an airport at a particular time); and “ASAP” journeys, where a Driver using the Partner’s account may be offered the opportunity to pick up a Passenger from a location proximate to the Vehicle as soon as possible.

3.3. While Partner is not under obligation to perform any work offered by WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED, either at all or in any particular amount, insofar as a Driver authorised by Partner to use the Partner account does elect to offer their services and accept work through the Driver App on the Partner’s account, Partner gives the following undertakings:

- where a Driver has accepted a pre-booked journey, to ensure the arrival of the Vehicle at the pickup location at the time specified in the booking;
- to ensure the safety of Passenger(s) throughout the entire journey;
- to ensure that any Driver using the Partner’s account is licensed and certified for rendering Passenger Transport Services to Passengers in accordance with all applicable (local) laws and regulations, including but not limited to possessing a valid (a) private hire vehicle driver’s licence issued by one of the Licensing Authorities or (b) hackney carriage driver’s licence (being the same authority as the one which has licensed the Vehicle he or she is driving);
- to ensure that the Vehicle is fully licensed and authorised to provide Passenger Transport Services, including but not limited to possessing a

valid private hire vehicle licence issued by one of the Licensing Authorities or hackney carriage vehicle licence;

- that the Vehicle is roadworthy and is licensed and certified in accordance with all applicable (local) (safety) laws and regulations;
- to comply with all applicable (local) (safety) laws and regulations regarding Passenger Transport Services;
- to have insured the Vehicle, the lives and health of Passengers as well as the carrier liability in accordance with all applicable (local) laws and regulations;
- to be fully and exclusively liable for any direct, indirect, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of the actions or inactions of (subcontractor) of Partner or Driver;
- not to be undergoing reorganisation, bankruptcy, liquidation or any other proceedings of this kind;
- to assist in handling and resolving Client complaints promptly upon request by WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED or 247 CARS (WILLENHALL) LIMITED, and to compensate WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED/247 CARS (WILLENHALL) LIMITED for any costs associated with any Client's claim which result from a breach of the Terms by Partner.

3.4. As a WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED Partner you may be either a natural person or a legal entity. WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED engages WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED Partners to perform Passenger Transportation Services, and imposes no requirement that this is done personally. Becoming a WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED Partner and paying the relevant licence fees gives you permission to install and have access to the "Driver App", for as long as the Terms remain in force. It is up to you to decide who will actually perform any Passenger Transport Services which you agree to carry out, and the terms on which they are employed or engaged by you, but for regulatory reasons it is a requirement that the Driver you engage must be appropriately licensed and have been accredited by WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED / 247 CARS (WILLENHALL) LIMITED in advance. You may then grant that person access to the Driver App linked to your account using the unique access details provided to you for this purpose by WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED. Such driver must be licensed and certified in accordance with all applicable laws and regulations and have the right to work in the United Kingdom. You must comply with applicable modern slavery and human trafficking laws. You will provide WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED with such notifications as it may require as to the identity of Drivers performing Passenger Transport Services on your behalf in order

to verify that these requirements have been met and provide relevant information and assurances to Passengers. You will be responsible for ensuring that the person you engage to perform the Passenger Transport Services complies with all the requirements set out in clause 3.3. For the avoidance of any doubt, the terms on which you engage such person is a matter for yourself and not **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**.

4. CREATING AN ACCOUNT

- 4.1. Before being able to use the Driver App, Partner must create an account with **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**. **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** will provide log-in details for the Partner and (if different) any driver(s) registered to the account. Drivers shall use their own personal log-in details to log in to the Driver App.
- 4.2. In order to create an account, Partner must provide the following information: bank details; VAT number (if applicable); legal name (corporate name if legal entity, trading name if sole trader) and company number (if legal entity). For Drivers who are added to the account (whether Partner himself or herself or a third party), Partner must provide the following information: date of birth; private hire vehicle or hackney carriage drivers licence number and issuing authority; NI number (required to demonstrate the right to work in the UK); UTR number (if applicable); private hire vehicle or hackney carriage licence; driving licence; any such other information as may be reasonably required by **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**.
- 4.3. **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** may suspend or annul accounts at any time, in particular if:
 - **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** has reasons to believe that the account is created with false data or otherwise used for fraudulent purposes;
 - Partner fails to comply with the Terms or **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** has reason to believe that Partner has failed to comply with the Terms;
 - **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** has reason to believe that Partner has failed to ensure that the Passenger Transport Services are performed using the Vehicle, or by a Driver who is properly authorised, licensed and certified and has the right to work;
 - Partner is or will be undergoing reorganisation, bankruptcy, liquidation or any other proceedings of this kind;

- **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** has reasons to believe that Partner has failed to meet the standards of service required by **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**;
- A Driver App is inactive for 30 days or more, in which event Partner (or relevant Driver authorised under their Partner account) may be required to undergo reaccreditation checks (for the avoidance of doubt, such a suspension does not affect the continuance of These Terms);
- Partner is in arrears with licence fees;
- Partner is in arrears with equipment hire fees;
- Such other reasons as **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** may reasonably determine in its sole discretion.

5. CONDITIONS OF USE FOR THE DRIVER APP

- 5.1. **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** makes the Driver App and the work offered via the same available to Partner on a non-exclusive, non-transferrable revocable weekly licence for business purposes in accordance with these Terms and for the weekly licence fee set from its tariff of fees prevailing from time to time. Licence fees are payable by Partner to **247 CARS (WILLENHALL) LIMITED** as agent for **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** weekly in advance.
- 5.2. Partner will not, and will procure that any and all Drivers will not, misuse the Driver App, and in particular:
 - Partner will not, and will procure that any and all Drivers will not (or will not attempt to) get access to the Driver App by means of an account based on a false identity;
 - Partner will not, and will procure that any and all Drivers will not (or will not attempt to) get access to the Driver App by means of another Partner's account and/or otherwise try to violate the security systems of the Driver App, nor allow any unauthorised third party access to Partner's account;
 - Partner will not, and will procure that any and all Drivers will not, instruct or allow third parties to make and distribute copies of the Driver App or (attempt to) copy, rent, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Driver App, or create derivative works of the Driver App of any kind whatsoever.
- 5.3. **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** reserves the right to amend or withdraw the Driver App at any time and for any reason.

6. PAYMENT

- 6.1. WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED acts as an intermediary between Clients and WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED Partners. Pursuant to its operator's licences granted by the Licensing Authorities, WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED agent 247 CARS (WILLENHALL) LIMITED makes provision for the invitation and acceptance of bookings for Passenger Transport Services. Work which is subject to this regulatory acceptance is offered by WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED through the Driver App as provided for above. All contracts for Passenger Transport Services are entered into between the WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED Partner accepting the relevant work and the Client requesting the relevant work. Neither 247 CARS (WILLENHALL) LIMITED nor WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED are providers of Passenger Transport Services and are not parties to any such contracts.
- 6.2. As part of its intermediary services, WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED by its agent 247 CARS (WILLENHALL) LIMITED enters into booking service arrangements with various Clients to pay for Passenger Transport Services on account (so in arrears on invoice). Where work is offered for such Clients ("account work"), 247 CARS (WILLENHALL) LIMITED will as agent for the relevant WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED Partner who has undertaken account work invoice the relevant Clients for such account work and remit the invoice proceeds to the relevant WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED Partner less an administration fee of 5%. 247 CARS (WILLENHALL) LIMITED also reserves the right to charge Clients a service charge for account work which it may retain.
- 6.3. As part of its intermediary services, WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED by its agent 247 CARS (WILLENHALL) LIMITED offers the facility to Partner Drivers to process payments for Passenger Transport Services made by credit card. An administration fee of 5% on the value of credit card transactions is made by 247 CARS (WILLENHALL) LIMITED for undertaking such processing.
- 6.4. Right to withhold payments to Partner in case of (suspicion) of non-compliance or fraud – If WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED has reason(s) to believe or suspect that Driver has materially failed to comply with its obligations under this Agreement or is involved in fraudulent activities, WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED is entitled to withhold payments to Driver pending completion of an investigation.
- 6.5. No minimum income – The fees that WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED pays to Partner depends on the number of rides that Partner and Drivers authorised to use Partner's account execute by using WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED intermediary services. WOLVERHAMPTON 247

SOFTWARE SERVICES LIMITED does not guarantee Partner any, or any minimum, income.

- 6.6. Tax obligations – Partner is fully and exclusively responsible for compliance with all applicable (local) tax laws and obligations in relation to the provision of Passenger Transport Services pursuant to the Terms, including in relation to any Driver using Partner’s account or anyone employed or engaged by Partner in the provision of Passenger Transport Services. Partner will indemnify and keep **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** and/or **247 CARS (WILLENHALL) LIMITED** indemnified against any costs (including legal costs), claims, damages, penalties, liabilities, expenses, proceedings or interest **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** may suffer or incur as a result of Partner’s failure to comply with this obligation

7. PASSENGER TRANSPORT RATES

The tariffs that are charged to Clients who buy Passenger Transport Services are shown on the Driver App for individual journeys.

8. NO AGENCY RELATIONSHIP WITH **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**

Partner warrants that it is an independent contractor in business on its own account. **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** acts as an intermediary between Partner and Clients, providing a platform through which Partner can enter into contracts for the provision of Passenger Transport Services to Clients. **247 CARS (WILLENHALL) LIMITED** is the agent of the Partner for the limited and sole purposes of the regulated activity of making provision for the invitation and acceptance of bookings for a private hire vehicle and (where applicable) invoicing and credit control for account work and/or the processing of credit card payments.

9. MARKETING, ADVERTISING

WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED has the right to carry out advertising and promotion activities of its intermediation services at its sole discretion. **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** will determine, at its sole discretion, the volume, content and method of its advertising and marketing activities.

10. DATA PROTECTION AND PRIVACY

- 10.1. Any personal data that Partner supplies to **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**, whether relating to Partner (if a natural person) or any Driver, will be used in accordance with **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** Privacy Policy.
- 10.2. Partner agrees to take such steps as are necessary to comply, and to assist **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** to comply, with all applicable

obligations under data privacy legislation including but not limited to the General Data Protection Regulation, including ensuring that personal data of Clients and Passengers is only processed in a manner consistent with the legislation, is not used for any unauthorised or unlawful purpose (including any Driver contacting any Client or Passenger for any reason other than the provision of the Passenger Transport Services), is stored safely and securely, and is not retained for any longer period than necessary to comply with legal obligations.

11. INTELLECTUAL PROPERTY RIGHTS, LICENCE

- 11.1. WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED / 247 CARS (WILLENHALL) LIMITED is the exclusive owner of all (intellectual property) rights relating to the words / devicemarks 247 CARS (WILLENHALL) LIMITED the design and interface of the website(s) www.wolverhampton247softwareservices.ie as well as the corresponding domain names. All intellectual property rights of any nature vesting in the Driver App together with the underlying software code are exclusively owned by WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED / 247 CARS (WILLENHALL) LIMITED.

12. AVAILABILITY OF DRIVER APP, DISCLAIMER OF WARRANTIES

- 12.1. WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED will use reasonable efforts to make the Driver App available at all times (but is under no obligation to do so). However, Partner acknowledges the Driver App is provided over the internet and the quality and availability of the Driver App may be affected by factors outside WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED reasonable control.
- 12.2. WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED, its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Driver App, or any difficulty in downloading or accessing content, or any other communication system failure which may result in the Driver App being unavailable.
- 12.3. WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED will not be responsible for any support or maintenance of the Driver App.
- 12.4. To the maximum extent permitted by law, WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED hereby disclaims all implied warranties with regard to the Driver App. The (software of the) Driver App is provided "as is" and "as available" without warranty of any kind.

13. EQUIPMENT REQUIREMENTS INCLUDING DRIVER APP

- 13.1. Partner is responsible for providing all necessary tools and equipment to perform the Passenger Transport Services, including in particular the Vehicle, fuel for the Vehicle (whether supplied by the Partner or a Driver engaged or employed by Partner). Partner is responsible for the servicing and maintenance of the Vehicle.

- 13.2. Partner must equip each working Vehicle with a dedicated personal digital assistant device on which to host the Driver App, and chip and pin credit card reader, which equipment must be hired from **247 CARS (WILLENHALL) LIMITED** from week to week in accordance with **247 CARS (WILLENHALL) LIMITED** tariff of equipment hire fees prevailing from time to time.
- 13.3. The version of the Driver App software may be upgraded from time to time to add support for new functions and services.

14. LIMITATION OF LIABILITY

- 14.1. **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** is in no event liable for any direct, indirect, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of the actions or inactions of any Drivers, Clients or Passengers.
- 14.2. Neither is **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** in any event liable for:
- any damages resulting from a third party fraudulently making use of Partner's account;
 - failure to meet any of **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** obligations under These Terms where such failure is due to events beyond **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** control (for example a network failure);
 - any damage or alteration to Partner or any Driver's equipment, including but not limited to computer equipment, handheld device or mobile telephones, as a result of the installation or use of the Driver App.
15. Nothing in These Terms shall exclude or limit any liability of **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** which cannot be excluded or limited under applicable law.

16. TERMINATION

This agreement may be terminated at any time immediately upon written notice by one party to the other.

17. MISCELLANEOUS PROVISIONS

- 17.1. For any complaints or questions and / or lost & found items, mail us via info@wolverhampton247softwareservices.ie.
- 17.2. The Terms shall be governed by and construed in accordance with the law of the Republic of Ireland.

- 17.3. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Dublin, Ireland. The language of the arbitration shall be English. The courts of the Republic of Ireland shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this arbitration agreement. The arbitrator's award or decision will be final and binding on the parties. Each party in the arbitration will be responsible for its own legal fees, costs and expenses, subject to the arbitrator's authority to award legal fees to a prevailing party if expressly permitted by the law under which the dispute arises. Arbitration shall be the sole, exclusive and final remedy with respect to all disputes provided that you have not lodged an objection and given notice that you claim the right of settlement of the dispute of by the court with jurisdiction pursuant to the law within one month of **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED** invoking this arbitration clause.
- 17.4. If any provision of The Terms shall be deemed unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from These Terms and shall not affect the validity and enforceability of any remaining provisions.
- 17.5. Partner shall not have the right to assign this agreement without the prior written consent of **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**.
- 17.6. Nothing in The Terms shall be construed as placing any restriction on Partner's or any Driver's ability to offer to provide services to such third parties as Partner or Driver may choose, including competitors of **WOLVERHAMPTON 247 SOFTWARE SERVICES LIMITED**, and it is acknowledged that at the same time as a Driver is using the Driver App through the Partner's account a Driver may simultaneously keep open the apps of one or more other potential work providers, with a view to offering (or not offering) Driver's services to any or all of them.