

UBER LONDON LIMITED

PROVISIONAL LICENCE CONDITIONS

The Deputy Chief Magistrate has directed that ULL and TfL should seek to agree provisional conditions that might be applied in the event that the Court determines that ULL should be granted an operator's licence.

ULL and TfL have agreed the provisional conditions below on that basis. They build upon the existing licence conditions as set out in ULL's September 2019 licence with only minor modifications. ULL considers that they reflect good practice that should be expected of any private hire operator in London.

1. BOARD COMPOSITION

ULL shall maintain a Board, comprising at least three independent directors who shall be in the majority (one of whom shall be the Chair) and at least two executive directors. For the avoidance of doubt, this condition will not be treated as having been breached in circumstances where a director resigns or is otherwise no longer able to act as a director and ULL is in the process of recruiting and appointing a successor, provided that process takes no longer than 6 months.

2. BOARD/SUB-COMMITTEE ROLES

Ultimate responsibility for ULL's licensed operations under the 1998 Act shall lie with the Board. The Board is to be supported in the fulfilment of that responsibility by a sub-committee of the Board chaired by the Chair (or, in the absence of the Chair, another non-executive director). The sub-committee shall be supported by a management committee.

3. COMPLIANCE PROTOCOL

ULL shall maintain arrangements for:

- (a) ULL to be notified by Uber Technologies Inc. (UTI), and Uber BV or, Uber Britannia Limited (UBL) of matters that could be relevant to ULL's obligations as a licensed operator under the 1998 Act wherever they may arise (including in respect of any other affiliated Uber Group company); and
- (b) UTI and Uber BV to support ULL in its compliance with its obligations as a licensed operator under the 1998 Act, and respect its autonomy in securing that compliance including in making notifications required by these conditions and the 1998 Act.

4. MONTHLY REPORTING IN RELATION TO REGULATORY OBLIGATIONS

ULL shall provide to TfL on a monthly basis a report setting out:

- (i) any breaches of ULL's regulatory obligations (including these Conditions) that it has identified;
- (ii) the outcome of each investigation into a safety incident pursuant to condition 13 (including any resulting action taken) concluded by ULL;
- (iii) any suspensions or deactivations of licensed drivers that it has notified to TfL;
- (iv) the current status of all outstanding safety related complaints and the action to be taken as required by condition 13; and
- (v) fraudulent documents as required in condition 17 below,

in the preceding month.

ULL shall provide the first monthly report covering the period 1 to 31 August within 7 days of the date of the licence being granted. Thereafter, each monthly report must be provided to TfL within 7 days of the month end.

5. INDEPENDENT ASSURANCE PROCEDURE

ULL 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.

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

The independent assurance procedure shall include a review of all failures to comply with its obligations as a licensed operator and identify how ULL 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.

ULL shall provide the licensing authority with a copy of an independently-verified assurance procedure report together with a summary of actions ULL proposes to take in response to that report, and timescales for implementation, covering the following periods:

- (a) From 1 August 2020 to 31 January 2021, and
- (b) Every 6 months thereafter.

Each report should be provided to TfL within one month of the relevant period end.

6. NOTIFICATION OF SIGNIFICANT/MATERIAL CHANGES

In addition to and without derogation from its obligations under regulation 9(13) of the 2000 Regulations, ULL shall give the licensing authority 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 ULL collects and holds passengers' and drivers' data;
- (b) any material proposed changes concerning ULL'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 ULL allocates bookings to TfL licensed drivers.

Any notice provided must be full, detailed and transparent. Such notice 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 ULL's technical systems which could affect the safety of passengers.

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

In the event that ULL 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, or other exceptional circumstances, ULL will give the greatest notice reasonably practicable.

7. CIRCUMVENTION OF OBLIGATIONS

ULL shall not circumvent any of its obligations as a licensed operator under the 1998 Act or circumvent or interfere with any arrangements made by the licensing authority in relation to these obligations, including such obligations or arrangements as apply to applicants for or holders of private hire vehicle driver licences or private hire vehicle licences. This concerns any part of the licensing process a driver or vehicle owner is required to undertake and includes but is not limited to obtaining Enhanced Criminal Record Certificates, medical declarations, topographical assessments, English language certificates, MOTs or any other requirements set by the licensing authority as prerequisites to obtaining a driver or vehicle owner licence.

8. REPORTING OF BREACHES TO THE LICENSING AUTHORITY, LAW ENFORCEMENT AND REGULATORY AUTHORITIES

ULL 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 the licensing authority in any of the following circumstances:

- (a) 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;
- (b) the use or proposed use by ULL, UBL, Uber BV, UTI or any other affiliated Uber Group company ("an Uber Company") in any jurisdiction where a Relevant Person is or has been employed or engaged by an Uber Company at the time of such use or proposed use of any software, tool or other mechanism (i) to interfere with or evade any regulatory enforcement action or (ii) for any improper purpose. For these purposes 'proposed use' means a use proposed or endorsed (whether implicitly or explicitly) by a Senior Manager or Director.

Following any report made concerning 8(a) or (b) above, ULL shall co-operate fully, openly and transparently with any investigation conducted by any regulatory or law enforcement authority and/or by the licensing authority.

In these Conditions:

"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.

a "Relevant Person" means any person who during the term of this Licence is, or has been, employed or engaged by ULL as a Senior Manager and/or Director.

9. TRANSPARENCY DURING INVESTIGATIONS

ULL shall, to the extent permitted by law, provide written notification to the licensing authority of the outcome of:

- (a) all investigations, in the United Kingdom or elsewhere, concerning data breaches, data losses or infringements of data protection laws affecting the data of UK drivers and/or customers. This requirement to notify includes but is not limited to all investigations in which a Relevant Person has been implicated in, or found personally culpable for, such a data loss
- (b) all investigations concerning any regulatory breaches or infringements of law by an Uber Company, to the extent that any Relevant Person has been implicated in such conduct or found to be personally culpable for such breach or infringement; and
- (c) the outcome of all investigations, in the United Kingdom or elsewhere, concerning the use by an Uber Company of any software, tool or other mechanism to interfere with or evade regulatory enforcement or any other improper purpose to the extent that any Relevant Person has been implicated in or found to be personally culpable for such use.

10. EVASION OF ENFORCEMENT

ULL shall not use any software, tool or any other mechanism to interfere with or evade any enforcement action by a regulatory or law enforcement authority, including the licensing authority.

11. ARRANGEMENTS WITH MPS

ULL shall:

- (a) unless the Metropolitan Police Service (MPS) lawfully requires or agrees otherwise, maintain substantively the current arrangements agreed by the MPS for the reporting of passenger complaints alleging behaviour that may be criminal;
- (b) consult the MPS at least every calendar year as to whether ULL's policy relating to criminal reporting remains fit for purpose;
- (c) notify the licensing authority of any updates to this policy that are agreed with the MPS; and
- (d) comply with any guidance about reporting criminal behaviour issued by the licensing authority.

12. CRIMINAL REPORTING POLICY

ULL shall liaise with and seek to establish and maintain appropriate arrangements for the reporting of passenger complaints alleging behaviour that may be criminal with any other relevant police force, and notify the licensing authority of any such arrangements.

13. SAFETY INCIDENTS

ULL shall maintain appropriate systems, processes and procedures to identify safety incidents concerning ULL drivers.

ULL shall, within 48 hours of receiving a safety-related complaint or otherwise becoming aware of a safety related incident (whether as a result of a complaint or otherwise) concerning a ULL driver:

- (a) assess whether it is necessary to suspend or remove that driver account pending further inquiries; and
- (b) notify any such decision to suspend or remove the driver to the licensing authority, including specifying the details of the driver and the incident.

ULL shall, on a monthly basis, provide a report to the licensing authority, confirming the current status of all outstanding safety related complaints and the action to be taken.

ULL shall, upon conclusion of each investigation into a safety incident, notify the licensing authority of the outcome of the investigation and any resulting action taken.

Notwithstanding the obligation above, ULL shall ensure that all serious safety related incidents or other non-safety allegations that require wider awareness are escalated to TfL senior management through an agreed escalation process in addition to the operational notification process. This will include, but is not limited to, any issue that may indicate a wider safety concern or breach of ULL's legal obligations.

14. NOT EMPLOYING PEOPLE WHO HAVE EVADED ENFORCEMENT

ULL shall take all reasonable steps to ensure that they do not employ or engage as a Senior Manager or Director any person who has been found (whether by Uber, its external advisers on their behalf, or regulators or law enforcement agencies) to have interfered with or evaded regulatory enforcement in the private hire and taxi sector, whether in the United Kingdom or in any other jurisdiction:

15. RIDESHARING

ULL shall provide training to all drivers to ensure that any advanced bookings of private hire vehicles at separate fares are carried out safely.

16. RIDESHARING AND INSURANCE

ULL shall ensure that appropriate insurance is held for private hire vehicles carrying out bookings accepted at separate fares.

17. DOCUMENT CHECKS

ULL shall ensure that it has in place, and makes use of, appropriate systems, processes and procedures to verify that, at all times, all documentation (including insurance documentation) provided by a driver is legitimate. ULL shall also ensure that all such systems, processes and procedures are implemented and followed by its staff. This may include, but is not limited to, use of online tools such as the TfL Licence Checker, DVLA and Home Office website as well as direct contact with insurance companies.

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

- (a) ULL shall, on a monthly basis, provide a report to the Licensing Authority, specifying all of the potentially fraudulent documents identified and the action taken – see condition 4.

- (b) ULL shall, upon conclusion of each investigation into a potentially fraudulent document, notify the Licensing Authority of the outcome of the investigation and any resulting action taken.

18. DRIVER AND VEHICLE LICENCE CHECKS

ULL shall use TfL's Licence Checker to check the validity of both:

- (a) a London PHV driver's licence; and
- (b) a London PHV licence,

before making that driver and that vehicle available to carry out private hire bookings.

19. DRIVER IDENTITY

ULL shall maintain appropriate systems, processes and procedures to confirm that a driver using the app is an individual licensed by TfL and permitted by ULL to use the app.

20. SYSTEM SECURITY

ULL shall maintain appropriate security protocols to avoid drivers tampering with the Uber app, or other Uber systems, in a manner that could put the safety, security and comfort of passengers at risk.

21. CHANGE, RELEASE AND INCIDENT MANAGEMENT SYSTEMS AND PROCESSES

ULL shall maintain appropriate systems, policies and procedures for change management, release management and incident management processes.