

Operator Terms and Conditions

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These Operator Terms apply to Carriers (operators) using the Driven by Drivers platform. Customer bookings remain subject to the separate Terms and Conditions for Booking. The Privacy Policy also applies.

1. Introduction

Tingling Travel Ltd, registered office 13 Audleigh Place, Chigwell, Essex IG7 5QT, Company No. 13583403, trading as “DrivenbyDrivers” (“DrivenbyDrivers”, “we”, “us”), provides a website and operator portal (together, the “Website”) through which customers (“Customers”) can request group road transport and receive offers from licensed third-party operators (“you”, “Operator”, “Carrier”).

DrivenbyDrivers operates solely as a technology and booking-facilitation platform. It does not provide, operate, manage or control transportation services, employ drivers, or own passenger vehicles. By creating an operator account, completing onboarding, or submitting an Offer, you agree to these Operator Terms.

2. Relationship and role of the parties

You are an independent business. Nothing in these Operator Terms creates a partnership, joint venture, agency or employment relationship between you and DrivenbyDrivers.

When a Customer accepts your Offer and pays, a contract of carriage is formed solely and directly between you and that Customer. DrivenbyDrivers is not a party to that contract and is not responsible for the performance, safety, legality, quality or delivery of the journey.

These Operator Terms sit alongside the Terms and Conditions for Booking. If there is a conflict about how the platform works, these Operator Terms govern your use of the Operator Portal; the Booking Terms govern the Customer’s use of the Website.

3. Eligibility and onboarding

You may only use the Operator Portal if you are authorised to bind the operating company named in your account and you hold all licences, permits and insurance required to provide the services you offer in Great Britain (and any other territory in which you operate).

Before you can be approved to submit Offers, you must complete operator onboarding in the Operator Portal, including:

- company name, O-Licence number, main point of contact and primary telephone number;

- the compliance declarations set out in the portal; and
- provision of supporting documents by email to the compliance address shown in the portal (currently including O-Licence, Employers’ Liability Insurance, Public Liability Insurance or combined cover, Fleet Insurance, and an OCRS report dated within the last three months).

DrivenbyDrivers may accept, delay, refuse or reverse approval at its discretion, including where documents are incomplete, outdated or inconsistent with your declarations.

4. Licensing, insurance and ongoing compliance

You confirm, and must ensure at all times while your account is active, that:

- you hold a valid operator licence (O-Licence) covering the vehicles and operations you offer through the Website;
- valid Employers’ Liability Insurance is in place;
- valid Public Liability Insurance (or combined liability cover) is in place;
- valid Fleet Insurance is in place for vehicles used on journeys booked through the Website; and
- you maintain an Operator Compliance Risk Score (OCRS) position consistent with lawful operation, and can provide a report dated within the last three months when requested.

You agree to provide supporting documentation by email when requested, to take part in annual compliance reviews, and to cooperate with periodic spot checks. You must provide updated compliance documentation when we request it, and you must notify DrivenbyDrivers promptly of any change affecting your licensing, insurance, OCRS status, operating centre, nominated transport manager, or other regulatory compliance.

Failure to maintain compliance, or to supply evidence when reasonably requested, may result in suspension or removal from the Website without liability to DrivenbyDrivers.

5. Use of the Operator Portal

We grant you a non-exclusive, non-transferable right to access the Operator Portal to review enquiries, submit Offers, manage awarded bookings and maintain your

account, solely for your professional transport business.

You must provide truthful, valid and current information. You must not misuse the Website, attempt to extract data other than as needed to fulfil bookings, interfere with other operators, or use Customer data except to perform the relevant journey and related lawful obligations.

DrivenbyDrivers and its service providers use reasonable endeavours to keep the Website available, but access may be suspended for maintenance, updates or technical issues. We may modify or withdraw features.

6. Offers

You choose which enquiries to quote on. You set the price in each Offer at your sole discretion. The Offer amount you submit is the amount payable to you if the Customer accepts that Offer and pays in full through the Website.

Your Offer must be capable of being fulfilled as described, including vehicle type, capacity, timing and any inclusions stated in your message. Misleading or incomplete Offers may be removed and may lead to suspension.

Submitting an Offer does not guarantee award. The Customer may compare Offers and is not obliged to accept yours. DrivenbyDrivers does not guarantee volume of enquiries or conversion.

7. Bookings, payment and payouts

Customers pay the full booking price to DrivenbyDrivers at the point of accepting an Offer. Payment is processed via the Website (including Stripe or other providers we specify). DrivenbyDrivers may retain a platform service fee from sums paid by the Customer in consideration of providing the Website and facilitating the booking. The Customer's total price may therefore differ from your Offer amount.

Subject to Customer payment clearing, DrivenbyDrivers will pay you the accepted Offer amount in accordance with the payout process shown in the Operator Portal. You must not invoice the Customer for that Offer amount, or ask the Customer to pay you instead of paying through the Website, except for additional charges that arise under your own conditions of carriage after the journey has been awarded (for example waiting time, damage or cleaning), which you may collect directly in line with those conditions and applicable law.

If a Customer payment is rescinded, reversed or charged back, DrivenbyDrivers may withhold or reclaim the related payout and may cancel the booking.

There is no subscription fee for access to the Operator Portal unless we notify you otherwise in writing.

8. Performing the journey

Once a booking is awarded, you are solely responsible for the transportation service, including driver conduct, vehicle condition, routing, timing, passenger safety and compliance with law (including PSV, working time, drivers' hours and safeguarding requirements that apply to the journey).

You manage the journey and necessary operational communication with the Customer. DrivenbyDrivers may provide platform support but does not control your service and does not act as arbitrator between you and the Customer.

You must have your own conditions of carriage ("Carrier Ts&Cs"). The Customer is deemed to accept those conditions upon accepting your Offer, as stated in the Booking Terms. You should be able to provide those conditions when reasonably requested.

Where a request involves unaccompanied children (under 18), you may refuse carriage if you are not satisfied that adequate responsible-adult contact details have been provided, consistent with the Booking Terms.

9. Cancellations and non-fulfilment

If you are unable to fulfil an awarded booking, you must notify DrivenbyDrivers and the Customer as soon as reasonably practicable. DrivenbyDrivers may, without obligation, help the Customer find an alternative. If the booking cannot be fulfilled and no reasonable alternative is arranged, the Customer is entitled to a refund under the Booking Terms. Repeated non-fulfilment may result in suspension.

Customer cancellation and refund rights after confirmation are governed by applicable law and your Carrier Ts&Cs. DrivenbyDrivers is not responsible for arranging replacement transport or for consequential losses.

10. Personal data

DrivenbyDrivers and you act as independent data controllers. DrivenbyDrivers processes Customer data to operate the Website, administer bookings and take payment. You process Customer data as needed to deliver the transportation service.

You must process any personal data received through the platform in accordance with UK GDPR and the Data Protection Act 2018, keep it secure, use it only for the relevant booking and legal obligations, and not sell or misuse it. Further detail is in the Privacy Policy.

11. Suspension and ending access

DrivenbyDrivers may suspend, restrict or remove your access, or mark your account as pending, suspended or rejected, where you fail onboarding or ongoing compliance, provide false information, breach these Operator Terms, present an undue regulatory or safety risk, or where we reasonably consider it necessary to protect Customers or the Website.

You may stop using the Operator Portal at any time. Ending access does not affect contracts already formed with Customers or sums already due.

12. Liability

You remain solely responsible for Offers and for journeys you perform. You will indemnify DrivenbyDrivers against claims, losses, costs and expenses arising from your transportation services, your vehicles or drivers, your breach of law or these Operator Terms, or your handling of Customer data, except to the extent caused by DrivenbyDrivers's own negligence or wilful default.

DrivenbyDrivers is not liable for incorrect information supplied by Customers or other operators, for cancellation or delay of a journey by you or a Customer, for chargebacks initiated by a Customer, or for the condition of vehicles you operate. Nothing in these Operator Terms excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot lawfully be excluded.

13. Changes

We may update these Operator Terms from time to time. We will publish the current version on the Website. Continued use of the Operator Portal after an update constitutes acceptance of the updated terms. Material changes to compliance requirements may also be notified in the Operator Portal.

14. Governing law

English law applies. The English courts have exclusive jurisdiction. If any provision is invalid, the remainder remains in effect. No third-party rights are created under the Contracts (Rights of Third Parties) Act 1999.

15. Contact

Compliance documents and onboarding queries: use the compliance email address shown in the Operator Portal (contactus@drivenbydrivers.com unless we notify a replacement).

General operator or Website queries:
drivenbydrivers.com/contact or 13 Audleigh Place,
Chigwell, Essex IG7 5QT.

Questions about a specific journey should be handled between you and the Customer, except where they

concern Website payment processing carried out by DrivenbyDrivers.