

# **TOSDAP CALLED DRIVERS**

## **TERMS AND CONDITIONS OF SERVICES**

### **DEFINITIONS:**

➤ **CLIENT/CUSTOMER/EMPLOYER**

An individual or organization willing to hire a driver for a specific purpose.

➤ **COMPANY/SERVICE PROVIDER**

TOSDAP CALLED DRIVER charged providing and rendering professionally trained and vetted drivers to persons and organizations in need of their services.

➤ **SERVICE**

Providing quick access to already verified and professionally trained drivers for recruitment on demand and in a specific time.

➤ **DRIVER**

A person who has been professionally oriented and vetted to render service as a professional driver. The two categories of Drivers are;

- **SHORT TERM DRIVERS**

Drivers who provide their driving service on a short term or temporary basis to Client/Customer/Employer.

- **FULL TERM DRIVERS**

Drivers who provide their driving service on a long-term basis to Client/Customer/Employer.

➤ **DRIVER'S ENGAGEMENT**

The way the services of the drivers provided are being utilized by Client/Customer/Employer. The types of driver's engagement are;

- **SHORT TERM DRIVER'S ENGAGEMENT**

The engagement of drivers on short term basis via bookings. The company/service provider shall be responsible for confirming Client/Customer/Employer booking with follow-ups on such bookings.

- **FULL TERM DRIVER'S ENGAGEMENT**

The engagement of drivers on a long-term basis include:

- i. **Outsourced Staffing engagement:**

Drivers are engaged on a mutual understanding and agreement that the company/service provider shall be responsible for the driver's salary during service provision for the Client/Customer/Employer.

### **STIPULATED TIME**

This is a specified and agreed time within which the service is to be carried out.

**VALUATION PROPOSITION TO USERS OF SHORT TIME DRIVERS**

- a. Payment of a service charge for access to driver's provision.
- b. A verified and trained driver comes in after confirmation of payment for the short term or temporary job, well dressed and must have an identification card from the Company/service provider for proper identification.
- c. Payment per use to the company for service of driver.

**VALUATION PROPOSITION TO USERS OF FULL TIME DRIVERS**

- a. Payment of service charge for access to driver's provision.
- b. Monthly rates will be paid to the company's account and the drivers will be rated accordingly based on their performance for the month.

**c. FURTHER INFORMATION:**

- i. Resumption and closing time for driver's operation:
- ii. **Monday to Friday (7am to 7pm)**
- iii. Our driver's style of driving is defensive and safety driving
- iv. Our drivers comply with the FRSC speed limit standard which is **90KM/H**

**PROCESS FOR HIRING FULL TIME DRIVERS:**

**Hiring a professionally trained and vetted driver;**

**a. Via STARPLAN**

1. Fill in all requirements and select your preferred salary structure.
2. Pay a **ONE-OFF** upfront service charge of **#10,000**.
3. Get a driver that matches your requirement in 24hours from time of request.
4. Carry out a 72hours driver's compatibility assessment.
5. Employ when satisfied with the driver skills and compatibility (**we have a record of over 85% driver to employer match at first attempt**).
6. We provide the employer with the following:
  - a. Guarantor's comprehensive details
  - b. Guarantor's confidential letter
  - c. Complete drivers' profile
7. We replace sent driver if not satisfactory.
8. Client/Customer/Employer shall be required to rate drivers on a daily/weekly/monthly basis.
9. Monthly salaries shall be made to **company's account five (5) days before the end of every month**.

**TAKE NOTICE:**

How to use professionally trained and vetted drivers on **TOSDAP CALLED DRIVER** platform

- i. Drivers are only to be used for driving as stated within the scope of their job description.
- ii. Discussions with drivers shall be centered on their duties to serve you better and not on personal issues.
- iii. Professionalism requires that the Client/Customer/Employer properly consider suggestions, contributions and advise that driver may offer concerning **CAR CARE**.
- iv. Client/Customer/Employer shall treat driver as professionals and with respect. Maltreatment of any form shall not be condoned.
- v. Client/Customer/Employer shall not convert the provided professional driver role (**which is driving and car care**) into another use.
- vi. Fair judgment should be exercised when relating with drivers from our platform.
- vii. All forms of assaults, such as sexual assaults, physical assaults, verbal assaults, etc. are to be avoided. As a professional driver, he/she is required to drive you safely and ensure **CAR CARE**.

- viii. Client/Customer/Employer shall ensure that either **comprehensive insurance cover or at least third-party insurance cover** is on the said vehicle and that the vehicle particulars are available and valid.

#### **RESPONSIBILITIES AND OBLIGATIONS:**

- i. The Company/Service Provider shall be responsible to provide driver's guarantors upon being held liable for theft or deliberate damage of Client/Customer/Employer's vehicle by the appointed driver.
- ii. Client/Customer/Employer shall ensure that either comprehensive insurance cover or at least third-party insurance is on the said vehicle.
- iii. The Client/Customer/Employer shall ensure that the vehicle to be used under this service delivery has been equipped with all the required safety tools (fire extinguisher, C caution, jerk, first aid box, etc.)
- iv. Client/Customer/Employer shall ensure that the said vehicle is duly registered and all the vehicle papers/documents are up to date.
- v. Client/Customer/Employer shall ensure that the said vehicle is duly maintained for optimal performance.
- vi. The Company/Service Provider and or its Driver shall not be held liable in the event that the vehicle has not being registered, maintained and or its papers renewed.
- vii. Client/Customer/Employer shall release her driver for re-training, update sessions programs at required times.
- viii. Client/Customer/Employer shall ensure that the driver's salary is paid through the company's account on or before five (5) days to month ending.
- ix. Drivers shall not have any access to employer's contact except express permission by Client/Customer/Employer and vice versa.
- x. Client/Customer/Employer shall read and understand how to use a professional driver from the Company's policy above.

#### **FINANCIAL OBLIGATION, REFUND & PAYMENT**

- i. Payment shall be completed before compatibility assessment of driver is carried out within one to three days.
- ii. Driver's salary shall be paid into Company account, while Company shall pay driver's salaries at month end.
- iii. The mode of payment is prepaid and it's a one-off service charge set at **#10,000 for STAR SERVICE**.
- iv. Driver can only resume at appointment when the Client/Customer/Employer has fulfilled all financial obligations approved to Company/Service provider.
- v. Refund shall only be made when the Company/Service Provider has failed to meet up its obligation, or client is dissatisfied with the service rendered PROVIDED THAT where the Client/Customer/Employer has been served by the Company/service provider and still wants a refund it shall not be more than a **50% refund**, while where the Client/Customer/Employer has not been served at all or obligation not met or the Client/Customer/Employer can no longer bear with the Company/Service Provider or the Company/Service Provider cannot meet up within the agreed time, as requested by the

Client/Customer/Employer, there shall be a refund of not more than **75%** as the other **25% or more** covers cost of mobilization, search and matching.

- vi. Where the Company/Service Provider determines that a refund request is valid, reasonable efforts shall be made to grant the refund request.
- vii. Account Name: **TOSDAP CALLED DRIVER**  
Bank: **UBA**  
Account Number: **1023843823**

#### **CONTRACT POLICY**

- i. Client/Customer/Employer shall indicate to the Company/service provider the number of months for which service will be needed and shall honor the stipulated terms of contract.
- ii. Client/Customer/Employer shall give Company/service provider a minimum of 2 weeks' notice for any request for change of driver for any reason.
- iii. In a situation, where the Client/Customer/Employer request for change of driver, request shall only be granted when contract has been honored by Client/Customer/Employer.
- iv. In a situation where the Client/Customer/Employer has genuinely admitted inability to honor the contract agreement and pushes for a change/replacement before the expiration of Driver's contract, Client/Customer/Employer shall compensate/pay driver for all the days the driver has worked and an additional **25%** of Driver's salary shall be required as service charge if Client/Customer/Employer shall still require a replacement
- v. In a situation, where the Driver decides not to honor the stipulated amount of time stated by the contract and leaves, the Driver shall not be entitled to be compensated/paid for days worked for and shall forfeit his pay.

#### **DISCOUNT ON SERVICE CHARGE & ALLOWABLE SERVICE**

- i. Client/Customer/Employer is allowed to make a **50%** upfront payment for activation of service delivery and complete payment after driver's matching is completed.
- ii. **5%** discount is permissible on service charge across board.
- iii. Driver's salary can be paid to company/service provider at the beginning of a new month for payment to be made early to driver, but salary must come in **five (5) days** to the end of the month or as and when due.
- iv. Separate Driver compensation allowance (travelling allowance or overtime) shall be made available to cover inter-state travelling, longer stay after agreed closing time and other sundries respectively as the case may be.

#### **SERVICE CHARGE & PRICING FOR SHORT-TERM/TEMPORARY SERVICE**

**All service charges must be paid through us before commencement of service.**

**NB:** Service charge paid directly to Driver to the exclusion of **TOSDAP CALLED DRIVER** makes such Customer or Driver liable for any consequences for their actions.

#### **FINANCIAL OBLIGATION, REFUND & PAYMENT FOR SHORT-TERM/TEMPORARY SERVICE**

- i. Payment is completed before provision of professional Driver's availability is made.
- ii. Service charge shall be made upfront through the Company/Service Provider.
- iii. The mode of payment is prepaid.
- iv. Driver can only resume at appointment when the Client/Customer/Employer has fulfilled all financial obligation approved to the Company/Service Provider.
- v. Refund is only possible when the Company/Service Provider has failed to meet up its obligations, or the Client/Customer/Employer is dissatisfied with the service rendered **PROVIDED THAT** where the Client/Customer/Employer has been served by the Company/Service Provider and still wants a refund he shall be entitled to not more than a **50%** refund, while where the Company/Service Provider has not been served at all or expectations are not met or the Client/Customer/Employer can no longer bear with the Company/Service Provider or the Company/Service Provider cannot meet up within promised time, as requested by Client/Customer/Employer, there shall be a refund of not more than **75%** as the other **25%** or more covers cost of mobilization, search and matching.
- vi. Where the Company/Service Provider determines that a refund request is valid, reasonable efforts shall be made to grant the refund request.

#### **CONTRACT POLICY**

- i. Client/Customer/Employer is required to signify the purpose of the short term/temporary services expressly.
- ii. The Company/Service Provider shall be responsible for paying ALL drivers on its platform their wages for services carried out.

#### **DISCOUNT ON SERVICE CHARGE & ALLOWABLE SERVICE**

- i. Client/Customer/Employer can make a **50%** upfront payment for activation of service delivery and complete payment after driver's matching is completed.
- ii. **5%** discount is permissible on service charge across board.

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**THE USER (CLIENT/CUSTOMER/EMPLOYER) HEREBY ACKNOWLEDGE TO HAVE READ AND AGREED TO THIS TERMS AND CONDITIONS OF USE IN USING ..... (TYPE OF SERVICE) OFFERED AND RENDERED BY THE COMPANY/SERVICE PROVIDER.**

**DATE:.....**

**SIGNATURE:.....**