**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 rending 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**

1. Payment of a service charge for access to driver’s provision.
2. 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.
3. Payment per use to the company for service of driver.

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

1. Payment of service charge for access to driver’s provision.
2. Monthly rates will be paid to the company’s account and the drivers will be rated accordingly based on their performance for the month.
3. **FURTHER INFORMATION:**
4. Resumption and closing time for driver’s operation:
5. **Monday to Friday (7am to 7pm)**
6. Our driver’s style of driving is defensive and safety driving
7. 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;**

1. Via **STARPLAN**
2. Fill in all requirements and select your preferred salary structure.
3. Pay a **ONE-OFF** upfront service charge of **#10,000.**
4. Get a driver that matches your requirement in 24hours from time of request.
5. Carry out a 72hours driver’s compatibility assessment.
6. Employ when satisfied with the driver skills and compatibility **(we have a record of over 85% driver to employer match at first attempt).**
7. We provide the employer with the following:
8. Guarantor’s comprehensive details
9. Guarantor’s confidential letter
10. Complete drivers’ profile
11. We replace sent driver if not satisfactory.
12. Client/Customer/Employer shall be required to rate drivers on a daily/weekly/monthly basis.
13. 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

1. Drivers are only to be used for driving as stated within the scope of their job description.
2. Discussions with drivers shall be centered on their duties to serve you better and not on personal issues.
3. Professionalism requires that the Client/Customer/Employer properly consider suggestions, contributions and advise that driver may offer concerning **CAR CARE.**
4. Client/Customer/Employer shall treat driver as professionals and with respect. Maltreatment of any form shall not be condoned.
5. Client/Customer/Employer shall not convert the provided professional driver role **(which is driving and car care)** into another use.
6. Fair judgment should be exercised when relating with drivers from our platform.
7. 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.**
8. 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:**

1. 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.
2. Client/Customer/Employer shall ensure that either comprehensive insurance cover or at least third-party insurance is on the said vehicle.
3. 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.)
4. Client/Customer/Employer shall ensure that the said vehicle is duly registered and all the vehicle papers/documents are up to date.
5. Client/Customer/Employer shall ensure that the said vehicle is duly maintained for optimal performance.
6. 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.
7. Client/Customer/Employer shall release her driver for re-training, update sessions programs at required times.
8. 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.
9. Drivers shall not have any access to employer’s contact except express permission by Client/Customer/Employer and vice versa.
10. Client/Customer/Employer shall read and understand how to use a professional driver from the Company’s policy above.

**FINANCIAL OBLIGATION, REFUND & PAYMENT**

1. Payment shall be completed before compatibility assessment of driver is carried out within one to three days.
2. Driver’s salary shall be paid into Company account, while Company shall pay driver’s salaries at month end.
3. The mode of payment is prepaid and it’s a one-off service charge set at **#10,000** for **STAR SERVICE**.
4. Driver can only resume at appointment when the Client/Customer/Employer has fulfilled all financial obligations approved to Company/Service provider.
5. 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.
6. Where the Company/Service Provider determines that a refund request is valid, reasonable efforts shall be made to grant the refund request.
7. Account Name: **TOSDAP CALLED DRIVER**

Bank: **UBA**

Account Number: **1023843823**

**CONTRACT POLICY**

1. 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.
2. Client/Customer/Employer shall give Company/service provider a minimum of 2 weeks’ notice for any request for change of driver for any reason.
3. 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.
4. 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
5. 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**

1. 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.
2. **5%** discount is permissible on service charge across board.
3. 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.
4. 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**

1. Payment is completed before provision of professional Driver’s availability is made.
2. Service charge shall be made upfront through the Company/Service Provider.
3. The mode of payment is prepaid.
4. Driver can only resume at appointment when the Client/Customer/Employer has fulfilled all financial obligation approved to the Company/Service Provider.
5. 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.
6. Where the Company/Service Provider determines that a refund request is valid, reasonable efforts shall be made to grant the refund request.

**CONTRACT POLICY**

1. Client/Customer/Employer is required to signify the purpose of the short term/temporary services expressly.
2. 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**

1. Client/Customer/Employer can make a **50%** upfront payment for activation of service delivery and complete payment after driver’s matching is completed.
2. **5%** discount is permissible on service charge across board.

**I, OF**

**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:…………………………………………………………………….**