

## GROUNDSCOPE - OPERATIONAL PROCEDURES & SERVICE STANDARDS

### INTRODUCTION:

This document sets out the operational procedures, instructions and guidelines applicable to the GroundScope Platform and the provision of Services by Service Partners (**Operational Procedures**) and associated service standards.

Whilst this is not part of the Service Partner Terms and Conditions, GroundScope expects that Service Partners will act in a manner consistent with these Operational Procedures. Defined (capitalised) terms used in this document shall have the meaning given in this document or in the Service Partner Terms and Conditions.

If there are any questions regarding any of the contents of this document, please contact us via [servicepartners@groundscope.co.uk](mailto:servicepartners@groundscope.co.uk).

This document was last updated on 10<sup>th</sup> June 2024.

### SERVICE PARTNER RATES:

Promptly following signing of the Service Partner Agreement, you agree to provide GroundScope with your full, accurate and up-to-date Rates, which are applicable to Customers seeking to make a Reservation with you.

Rates may be provided to GroundScope via API integration where available or otherwise by email to [customerservices@groundscope.co.uk](mailto:customerservices@groundscope.co.uk).

Where the Rates are not provided via an API changes to the Rates must be communicated to GroundScope. Changes should be made no more than once every three (3) months. The Rates will be updated on the GroundScope Platform within thirty (30) days following the Service Partner's communication and will be effective from the point that the GroundScope Platform is updated, whenever that may be.

The Rates used to provide a quote to a Customer for a Reservation will be used as the basis to calculate the Service Partner Charges. No variation to the Rates shall apply to any existing Reservations.

### RESERVATIONS:

The GroundScope Platform allows Customers to make the following types of Reservations:

<b>“As Directed” Reservation</b>	A Reservation which may or may not have a pre-planned itinerary and which involves multiple stops, pick-ups and/or drop-offs between the beginning and end of the Reservation
<b>“Coach Booking”</b>	A Reservation for a vehicle that is legally able to carry more than 16 Passengers
<b>“On Demand” Reservation</b>	A Reservation made less than fifteen (15) minutes before the designated time for pick-up of a Passenger
<b>“Point to Point” Reservation</b>	A Reservation with a single pick-up from a single point directly to a single drop-off at a single point (this is also known as an A to B Reservation)
<b>“Wait and Return” Reservation</b>	A Reservation where the Driver is required to wait at the drop-off location and return the Passenger to the pick-up location

Each of these Reservations has differing requirements and Operational Procedures, as set out herein and as otherwise agreed by the parties generally or in connection with a particular Customer and/or Reservation. The “Pick Up Time” for a Reservation shall be the time specified by GroundScope, at which the Passenger should be picked up at the pick-up point.

### MAKING OF RESERVATIONS:

Within one hour of receiving a notification from GroundScope that the Customer has made a Reservation with them, the Service Partner shall endeavour to either:

- (i) hard allocate the Reservation using the GroundScope despatch screen;

- (ii) accept the Reservation through GroundScope's email alert system; or
- (iii) accept the Reservation through their integrated despatch system.

Once the Reservation has been sent to the Service Partner and allocated or accepted through one of the above options, it is the responsibility of that Service Partner to ensure the Reservation is fulfilled in accordance with the Agreement.

If the Service Partner does not wish to undertake a Reservation made with them by a Customer, declining of a Reservation can only be done with the permission of GroundScope. To obtain permission the Service Partner must contact GroundScope. Permission will only be granted in exceptional circumstances.

Where a Service Partner does not fulfil a Reservation, the Service Partner may be charged £15 plus VAT ("Declined Administration Fee"), which will be collected by GroundScope. For the avoidance of doubt a Reservation transferred from a Service Partner to an Internal Chauffeur (meaning a driver employed by the relevant Customer) will not be subject to a Declined Administration Fee.

Where a Service Partner requests for a trade of a Reservation, or a Reservation is traded from them, the original quoted price may be shared with the new service partner. Where GroundScope trades a Reservation to ensure the Customer receives the required service, GroundScope reserves the right to charge any additional cost of doing so to the original Service Partner.

#### **PAYMENT PROCESS:**

The following additional definitions apply:

"Additional Charges" means exceptional additional costs applicable to the performance of a Reservation and not included within the quoted Rates, which may include car parking charges, tolls, Waiting Time and other miscellaneous expenses.

"Waiting Time" means the (i) elapsed time between the nominated pick-up time of the Passenger within the Reservation and the point at which the Passenger is aboard the Vehicle; and/or (ii) elapsed time of a stop which forms part of the Reservation or is otherwise requested by a Passenger during the fulfilment of a Reservation.

"Working Day" means a day other than a Saturday, Sunday, or a public holiday in the country where the Service Partner's registered office is located.

Unless there is a pre-agreed fixed Rate for the Reservation, the Service Partner will be paid based on one of the following, as specified on the GroundScope Platform:

- (i) "Base to Drop" mileage: the GroundScope Platform calculates mileage between the Service Partner's nominated base address to the pickup address; and then the pickup address to the drop off address, in each case using data supplied by Google Maps or an equivalent navigation tool;
- (ii) Point to Point mileage: the GroundScope Platform calculates mileage between the pickup and drop off addresses using data supplied by Google Maps or an equivalent navigation tool;
- (iii) As Directed: Service Partner Charges will be calculated from the time of leaving the Service Partner's nominated base to the time of returning to base, plus any mileage charge in excess of the mileage allowance for that period where such excess mileage has been charged to the Customer by GroundScope;
- (iv) Wait and Return: Service Partner Charges will be calculated as double the charge for the one-way trip plus any added Waiting Time.
- (v) Coach Bookings: to be based on fixed daily Rates.

If any details of a Reservation are changed by the Passenger on pick-up or during the Reservation, the Service Partner must:

- (i) Make the amendment on the GroundScope Platform; and
- (ii) Complete the Reservation in accordance with the Passenger's instructions and, following provision of the Services, update the GroundScope despatch information with (i) the full details of the Reservation and (ii) any Additional Charges incurred.

GroundScope will recalculate the Service Partner Charges using the revised information and including any Additional Charges recoverable from the Customer. The Service Partner agrees to keep a record of any Additional Charges, including invoices and receipts, and provide details of the same to GroundScope on its request.

If the Service Partner does not report any Reservation changes and/or Additional Charges within one (1) Working Day of completion of the Reservation, GroundScope will not be obligated to reimburse the Service Partner for Additional Charges or rates incurred.

Waiting Time will be payable to the Service Partner as set out in the Service Partner's Rates. For flight arrivals the Waiting Time should be entered as per the actual flight arrival time, not the scheduled flight arrival.

For a Reservation for which the Pick-up Time is between the out-of-hours times specified in the Service Partner information on the GroundScope Platform, the Service Partner may receive an Out of Hours surcharge if provided in the Rates given to GroundScope.

#### **RESERVATION COMPLETION AND CANCELLATION:**

**Completion** - All Reservations must be marked as 'completed' by the Service Partner on the GroundScope Platform within one (1) Working Day of performance of the Services for that Reservation.

Any Reservation not marked as completed by the Service Partner within one (1) Working Day will be automatically completed by the GroundScope Platform and the Service Partner will not be able to subsequently charge for any variation in the Rates used to calculate the Service Partner Charges at the point of Reservation.

If the Service Partner does not agree with the Service Partner Charges recorded as being payable for a Reservation, you agree to notify GroundScope of the dispute promptly and in any event within one (1) Working Day of the performance of the Services for that Reservation.

**Cancellations** - If a Reservation is cancelled by the Customer, or the Pick-up Time is delayed by the Passenger outside of the terms stipulated by the Service Partner within its Rates and/or the Service Partner information on the GroundScope Platform, a cancellation charge may be made by the Service Partner as per the Rates in force at the time of the Reservation. No cancellation fee should be charged where the Reservation is cancelled more than 4 hours prior to the Pick-Up Time unless the Reservation is a Coach Booking.

#### **VEHICLE AND DRIVER STANDARDS:**

The Service Partner agrees to maintain the following, or similar, minimum standards for each vehicle used for the performance of the Services:

- (i) Economy - the vehicle is a current model, which is preferably no more than five (5) years old;  
Business - the vehicle is a current model, which is preferably no more than three (3) years old and in any event no more than five (5) years old, typical models include but are not limited to Mercedes E-class, BMW 5 Series and Audi A6;  
First Class - the vehicle is a current model, which is preferably no more than three (3) years old and in any event no more than five (5) years old, typical models include but are not limited to Range Rover, Mercedes S-class, Audi A8;
- (ii) the vehicle is cleaned and maintained regularly, such that the interior and exterior are functional, clean and well-presented at all times;
- (iii) the vehicle is fully serviced in accordance with the manufacturer's specification;
- (iv) air conditioning is available and fully functional;
- (v) the vehicle is registered, taxed, insured and licensed in each case as required by applicable laws and regulations;
- (vi) full road recovery and service coverage is in place;
- (vii) the rear Passenger area is clear of any luggage or belongings of the Service Partner, Driver or any person other than the Passenger(s);
- (viii) the front seat is available for use if required; and
- (ix) sufficient luggage space is available for the Passenger(s).

The Service Partner agrees that all Drivers engaged in the performance of the Services shall meet the following minimum standards:

- (i) appropriately groomed and dressed, Business and First Class drivers must be smartly dressed ;
- (ii) carrying photographic ID, which will be produced to the Passenger on request;

- (iii) familiar with the vehicle and all driving functions and controls;
- (iv) readily contactable at all times when on call;
- (v) does not use a mobile device when operating the vehicle;
- (vi) complies with all rules of the road, both when waiting and during transit;
- (vii) acts professionally and politely at all times;
- ;
- (viii) maintains a drink, drug and smoke free environment at all times during the performance of the Services;
- (ix) does not request, solicit or accept tips or gifts.

GroundScope also recommends the following standards:

- (i) the Driver offers assistance with luggage and opening/closing doors for the Passenger;
- (ii) the Driver will not operate the vehicle's entertainment systems whilst the Passenger is on board unless at the Passenger's request.

The Customer can request that the Service Partner will (i) not use a particular model or class of vehicle and/or (ii) not use a specific Driver.

### SERVICE LEVELS:

The Service Partner agrees that it shall endeavour to perform the Services so as to meet or exceed the following minimum service levels:

- (i) 98.5% satisfactory completion of Reservations. This is calculated by reference to the number of issues, complaints or disputes raised by a Customer or GroundScope, arising from an act or omission of the Service Partner, in a month, divided by the total number of Reservations in the month;
- (ii) 95% arrival within fifteen (15) minutes of an On Demand Reservation;
- (iii) Arrival for Reservations other than an On Demand Reservation at least ten (10) minutes prior to the Pick-up Time;
- (iv) Notification to Customer/Passenger of Driver being on way and/or having arrived at the designated pick-up location, including by telephone call to the contact details specified in the Reservation, making presence known at the premises (for example by notifying reception or ringing/knocking the door), and displaying a Passenger name board and other required information in an easily legible format (where applicable); and
- (v) The most appropriate route is taken for the Passenger journey, taking into account local travel conditions.

GroundScope reserves the right to monitor the Service Partner's performance of the Services, including but not limited to attainment of the requirements and service levels in these Operational Procedures, and require the Service Partner to take steps to remedy any continued or repetitive issues.

GroundScope may also make deductions from the Service Partner Charges for incomplete or improperly performed Reservations, as set out in these Operational Procedures, agreed with a particular Customer or for a specific Reservation, or otherwise agreed by the parties from time to time.

The following is an indicative list of deductions that may be made by GroundScope:

Nature of Issue	Deductions (% of Service Partner Rate plus Additional Charges)
• Driver no show	100% and free journey up to the value of the original Reservation
• Driver late, more than 10 minutes*	50%
• Despatch error i.e. incorrect vehicle	30%
• Driver late, less than 10 minutes *	20%
• No notification of arrival to Passenger or GroundScope	20%

Those deductions marked with an \* would not apply to On Demand Reservations.

### SERVICE ISSUES AND COMPLAINT HANDLING:

Customer complaints and queries shall be handled by GroundScope. The Service Partner agrees to provide any information and cooperation necessary to enable GroundScope to investigate each complaint and query.

Where GroundScope carry out an investigation on any issue and the Service Partner does not respond to any request for information, cooperation or agreement to any proposed settlement within one (1) Working Day, GroundScope may, in its sole discretion, raise a deduction against the Service Partner Charge payable for the Reservation in question.

If there is any issue preventing or delaying the Driver from reaching the pick-up point by the nominated Pick-Up Time, this should be reported to GroundScope promptly and wherever possible at least twenty (20) minutes prior to the Pick-Up Time.

Any issue that occurs during the performance of the Services (including but not limited to any accident or breakdown), should be reported to GroundScope promptly and in any event within twelve (12) hours.

#### **COVID-19 AND PANDEMICS:**

During any pandemic, epidemic or period of national restriction due to health concerns Service Partners and Drivers agree to implement all measures required by applicable laws and regulations and otherwise comply with local guidelines for the management and mitigation of risk. The following precautions are recommended as a minimum:

- (i) All cars are internally sanitized before every Passenger trip;
- (ii) Drivers wear a face covering;
- (iii) Drivers' self-health are checked for temperature or cough and will not work if they show any symptoms or the law requires that they isolate;
- (iv) No physical contact between the Driver and the Passenger;
- (v) All Passengers travel in the rear of the vehicle;
- (vi) Any printed material in the car is removed;
- (vii) No refreshments are provided to the Passenger.