



## **Social Charter between the City of Amsterdam**

8 July 2019

## **INTRODUCTION**

The City of Amsterdam wants taxi transport to be safe, reliable and trustworthy, so that it can contribute to quality of life and accessibility in the city. The City Executive is responsible for implementing Amsterdam's taxi policy. The taxi market has changed since this policy was first introduced in 2012. With the arrival of the smartphone, the options for providing services to the traveller have increased.

The pre-booking market in Amsterdam has grown. The societal effects of this growth and a number of recent fatal traffic accidents have prompted Uber and the Executive to establish a set of agreements about Uber's activities on the Amsterdam taxi market. This has led to the setting up of a joint task force, called the Uber Task Force.

Since 28 February 2019, the Task Force, chaired by Rob van Holten, has held intensive and constructive consultations and worked on this social charter. In addition to the chairman, the Task Force consisted of representatives from the City of Amsterdam, Uber and the Ministry of Infrastructure and Water Management. The Task Force has consulted various experts, some of them internal. They include the police, enforcement lawyers, privacy lawyers, Uber's own marketplace expert and the City of Amsterdam's chief technology officer.

The agreements contained in this social charter are the result of those meetings. This social charter – together with the national and local regulations already in place, the City of Amsterdam's announcement that it would immediately sanction all established traffic violations, and the measures previously taken by Uber – is an important step towards creating a level playing field on the Amsterdam taxi market.

These agreements run parallel to the new taxi policy being developed by the City of Amsterdam. This new policy focuses on eliminating differences between the street and rank hiring segment and pre-booking segment of the market, other than those differences legitimized by the specific characteristics of these segments.

This charter does not limit the City Executive in its regulatory task. The City will take the experiences from this charter into account in its ongoing development of the new taxi policy. If it turns out to be desirable to incorporate these agreements in this new policy, the City will do so using the standard procedures, including coordination with the sector and seeking the approval of Amsterdam City Council.

The parties to this charter have made agreements on:

- a. safety;
- b. sustainability;
- c. income and driving times;
- d. enforcement and sanctioning; and
- e. sharing information.

### **Social Charter between the City of Amsterdam and Uber B.V.**

Agreed by the City of Amsterdam and Uber B.V. (Uber), hereinafter collectively also referred to as the 'parties', to ensure that taxi rides offered by taxi drivers via the Uber app in Amsterdam are conducted in a responsible manner and to encourage road safety.

### **THE CITY OF AMSTERDAM AND UBER B.V. AGREE THE FOLLOWING**

## **1. GENERAL**

1.1 This agreement is being entered into by both parties on a voluntary basis and in a spirit of goodwill.

1.2 This agreement is public.

1.3 This agreement is subject to Dutch law, and legal and regulatory stipulations prevail over this agreement.

## **2. SAFETY**

All taxi drivers in the Netherlands – including drivers who provide taxi services via the Uber app – are obliged to meet the same national requirements. Among other things, this means that they:

- a. must be in possession of an official driver's card (which cannot be issued without a driving licence, medical certificate, a certificate of good conduct, and a professional competence certificate from the Central Office for Motor Vehicle Driver Testing);
- b. must drive an approved taxi vehicle equipped with an on-board computer taxi and fitted with blue number-plates; and
- c. must comply with the regulations that govern working and rest times.

The parties agree on the importance of safe taxi transport: for the passenger, the driver and fellow road users.

The City of Amsterdam received additional information from the police and the public prosecutor regarding 73 serious traffic accidents which occurred on the Amsterdam taxi market as a whole in 2017 and 2018. At present, this information does not give the City of Amsterdam any reason to take further safety measures in addition to the laws and regulations that currently apply. Nor do the various criminal investigations into recent accidents with fatal consequences justify such measures, given the current state of affairs.

Nevertheless, the parties believe that it is desirable to enter into a mutual agreement on additional measures:

2.1 The parties agree that Uber will join the *Verkeersveiligheidscoalitie* (Road Safety Coalition) as soon as possible but no later than the end of 2019, and will participate in the *Convenant veilig gebruik smartfuncties in het verkeer* (Covenant on Safe Use of Smart Features in Traffic). In practical terms, this means that Uber is committing itself to taking measures to improve road safety and to the obligation to inform the broader coalition periodically. In addition to the measures stated here, education and awareness campaigns for drivers are being considered, as well as research into possible modifications to the app.

2.2 The parties have agreed that Uber in the Netherlands will take road safety into account when setting up incentives.

The parties note that a number of important measures have already been taken in anticipation of the Task Force and agree that Uber will continue this process:

2.3 From 21 January 2019, Uber has raised the minimum age of drivers who want to use the Uber app to 21 and requires all new drivers to hold a driver's licence for at least one year.

2.4 From 21 January 2019, drivers under the age of 25 (or who have held a driving licence for less than one year) and who want to use (or continue to use) the Uber app are obliged by Uber to complete a specially developed training course with *Veilig Verkeer Nederland* (VVN; the Dutch Road Safety Association) designed to develop social driving skills and to strengthen driver risk assessment skills.

2.5 Uber will continue to use a system which automatically takes drivers offline for 10 consecutive hours in the Uber app when they have driven using the app for 12 hours in a 24-hour period. This restriction is in place alongside the registration and enforcement of working and rest times by the *Inspectie Leefomgeving en Transport* (Human Environment and Transport Inspectorate) on the basis of the taxi's on-board computer.

2.6 Uber will continue to set the condition that, in order to obtain and retain access to the app, drivers must drive safely and comply with the law. Uber will continue to hold its drivers accountable in this respect. If there are multiple reports of unsafe conduct, a driver can be denied access to the app. If there is evidence of serious violations, access will be denied with immediate effect.

2.7 The parties believe it is important that a taxi passenger can be confident that the person driving the taxi is actually the person who is supposed to be driving the taxi. To prevent fraudulent use of driver accounts, one of the measures Uber has adopted is a face verification system, which it wants to introduce in Europe. It has been agreed that Uber will periodically inform the City of Amsterdam on developments with regard to introducing this technology in the Netherlands.

2.8 The parties have agreed that Uber will continue to respond to requests and claims from competent authorities. To this end, Uber has set up an Incident Response Team (IRT) and a Law Enforcement Response Team (LERT) that can be reached seven days a week, 24 hours a day. The IRT team is in contact with drivers and/or passengers. LERT assists the competent authority in investigations or during incidents, within the context of the applicable laws and regulations.

### **3. SUSTAINABILITY**

The City of Amsterdam is committed to clean and healthy air. To achieve this, all transportation in the city must be emissions-free by 2030. Taxi transport in Amsterdam is at the forefront of this movement and will be emissions-free by 2025. The *Convenant Schone taxi's voor Amsterdam* (Clean Taxis for Amsterdam Covenant) sets out in greater detail the objective of achieving a 100% emissions-free taxi market by 2025.

3.1 Uber endorses the City of Amsterdam's objective of ensuring that all traffic in the city will be emissions-free by 2030 and the ambition expressed in the objectives of the Clean Taxis for Amsterdam Covenant of achieving an emissions-free taxi sector by 2025.

3.2 Uber will have at least 750 emissions-free vehicles operating via its app by 31 December 2020. This is a continuation of Uber's previously achieved ambition of having at least 200 electric vehicles operating via the Uber app by the end of 2018.

3.3 It has been agreed that Uber will look into ways of supporting taxi drivers in their transition to zero-emissions vehicles. Uber has already made agreements with leasing companies and car

manufacturers about offering affordable electric vehicles to drivers who use the Uber app. Uber's aim is to further extend these agreements so that these vehicles become available on a larger scale and meet the specific needs of drivers (in terms of range, class, etc.). Uber is also investigating the opportunities to support drivers in their needs as regards charging and charging infrastructure.

3.4 The City of Amsterdam believes it is important to stimulate and facilitate the taxi sector in its transition towards operating an emissions-free taxi market in Amsterdam. With this in mind, it is continuing to install charging points and fast charging points in public spaces. In addition, as part of its *Actieplan Schone Lucht* (Clean Air Action Plan), the City of Amsterdam is currently working on a subsidy scheme to further stimulate the transition to emissions-free taxis. The City aims to set conditions and budgets around the end of 2019 / start of 2020, laid down in a scheme for electric vehicles.

#### **4. INCOME AND DRIVING TIMES**

Most drivers who use the Uber app are self-employed (as are most drivers affiliated with the *Toegelaten Taxi Organisaties* – Approved Taxi Organizations). The City nevertheless believes it is important that a driver's income should be high enough to prevent a situation in which he or she might feel compelled to exceed the legal number of driving hours and/or to take risks when driving. Uber endorses this position.

At the Task Force meetings, Uber was open about the income generated via the Uber app, specifically for drivers who are active in Amsterdam. It also provided an insight into the average number of hours per week that these drivers are online. Uber has indicated that the median driver was paid a little over €24 an hour in the second half of 2018 (paid into their account after the deduction of the service fee and VAT on the service fee). In addition, Uber indicated that in the same period, drivers who went online spent under 30 hours a week online for 59% of the time and under 50 hours a week for 90% of the time.

4.1 It has been agreed that Uber will conduct an independent study before the end of 2019, in collaboration with a yet-to-be determined academic institution, to examine aspects such as work satisfaction, earnings, flexibility and working hours among drivers who use the Uber app. Recent research carried out by Oxford University on drivers in London will serve as an example for this study. Uber will discuss the design and the findings of this study with the City of Amsterdam and the study will be made public.

4.2 Since May 2018, Uber has arranged insurance for independent drivers who use the Uber app (under the name Partner Protection). This cover insures drivers for the financial consequences of life events that occur while driving via the Uber app or outside of it (e.g. accidents, illness or parenthood). Pension accrual is now also being facilitated through a collaboration with pension bank Brand New Day. Uber has agreed to bring these pension and insurance schemes to the attention of drivers who use the Uber app.

#### **5. ENFORCEMENT AND SANCTIONING**

The City of Amsterdam is responsible for enforcing its regulations and, in principle, will take action against anyone who breaks the rules. The parties recognize that drivers may be active through multiple companies (on both the street and rank hiring and pre-booking segments of the market). The City of Amsterdam works to ensure that all parties active on the Amsterdam taxi market are equally sanctioned for similar violations. The City of Amsterdam also believes that every taxi

company or platform operating in Amsterdam should have an internal measures protocol that guarantees the safety and reliability of taxi transport.

5.1. The parties note that the City of Amsterdam has announced that wherever possible violations of the traffic regulations in the Amsterdam taxi sector will be treated equally, regardless of the market segment in which the driver is operating at the time of the violation. This means that, wherever possible, the City of Amsterdam will only impose a sanction for traffic violations on drivers working for an Approved Taxi Organization on the basis of the *Wet administratiefrechtelijke handhaving verkeersvoorschriften* (Administrative Enforcement of Traffic Regulations Act) in cases where it would also do so for pre-booked transport. Although communicated outside the context of the Task Force, this announcement reflects the purpose of this charter and has been included for that reason.

5.2 The parties agree that, in order to promote a safe and customer-oriented taxi market, the City of Amsterdam should be able to report to Uber any misconduct observed by law enforcement officers. At present, this is not possible within the framework of the General Data Protection Regulation (GDPR). When the new policy enters into force, the City of Amsterdam will prepare new regulations to make this possible in the future.

5.3. The parties note that Uber has a sanctions policy which specifies situations in which drivers (and passengers) may temporarily or permanently be excluded from using the Uber app. These situations cover:

- a. public order, safety and public safety, including discrimination;
- b. cancelling a ride after it has been accepted and customer orientation;
- c. fraud and abuse of the app.

A summary of this policy (incl. the evaluation period) is publicly available on the Uber website and has been shared in greater detail with the City of Amsterdam, including the intention to give drivers a chance to object to their deactivation (depending on the reason for deactivation).

5.4. It has been agreed that the City of Amsterdam and Uber will share appropriate information (to be determined by the parties on a case-by-case basis) about areas where nuisance from taxis has been experienced, so that this can be investigated and effective measures can be taken where possible. This includes investigating reports of taxi transport being offered on an illegal basis in the street and rank hiring market segment, experiments with dynamic passenger pick-up points at entertainment venues and events, but also experiments with temporary zones in which drivers are not offered rides.

5.5 The City of Amsterdam believes it is important that companies active on the Amsterdam taxi market can demonstrate that they operate a financially sound business. As a listed company, Uber is already under the supervision of international financial regulators. In addition, payment traffic on the Uber app is handled by Uber Payments B.V. *De Nederlandsche Bank* (DNB, the Netherlands' central bank) has issued the B.V. with a licence for this purpose and it therefore falls under DNB supervision. When providing its payment services, Uber Payments B.V. is bound by the *Wet ter voorkoming van witwassen en financieren van terrorisme* (Money Laundering and Terrorist Financing Prevention Act). Under the terms of that legislation, Uber will conduct client investigations into its partners and report any unusual transactions (e.g. money laundering) to the Netherlands Financial Intelligence Unit.

## **6. SHARING INFORMATION**

The City of Amsterdam wants to obtain a clearer overall picture of taxi transport in the city. It has been agreed that Uber will share data proactively with the City of Amsterdam in order to meet this need. The parties recognize the importance of privacy and therefore emphasize that information will only be aggregated and shared within the framework of the GDPR.

6.1. It has been agreed that Uber will share the following aggregate data with the City of Amsterdam every quarter (starting from the fourth quarter of 2019):

- a. number of drivers active in Amsterdam via the Uber app;
- b. number of passengers active in Amsterdam via the Uber app;
- c. average distance of trips via the Uber app;
- d. map of where most passengers are picked up and dropped off via the Uber app (heat maps);
- e. indexed supply and demand curve for Amsterdam.

This information will give the City of Amsterdam an insight into the number of drivers that are active within its limits via the Uber app, and the ability to determine whether supply and demand are equally distributed throughout the week on the basis of the indexed supply and demand curve.

6.2. It has been agreed that Uber will inform the City of Amsterdam in aggregate on a quarterly basis about how it has dealt with the misconduct reported by the City of Amsterdam as described under 5.2. If aggregation is insufficiently possible within that period, or if delivery within the framework of the GDPR is not possible, an alternative frequency will be agreed in consultation between the City of Amsterdam and Uber. Once the necessary authority has been created within the new regulation, Uber will cooperate with the City of Amsterdam to carry out random checks on the data in this report.

6.3. It has been agreed that Uber will cooperate with the City of Amsterdam to organize information sessions to furnish the City's enforcement officers (and other enforcement authorities, if desired) with knowledge of how the app functions, so that they can carry out their duties effectively.

## **7. COMPLIANCE, DURATION AND COMMUNICATION**

The agreements in this charter have been arrived at in a spirit of constructive consultation. Nevertheless, the parties involved consider it important to be able to hold each other accountable when it comes to complying with the agreements made.

7.1. Uber will meet with the City of Amsterdam once every quarter to provide a progress report on the implementation of the agreements in this charter. In addition, the parties agree to amend the agreement during the term of the agreement if necessary in order to deal with potential problem areas.

7.2. Each party will ensure that any and all information identified by the other party as confidential or commercially sensitive will not be provided to third parties, unless explicit permission for third-party provision or for the disclosure of that information has been granted by the other party, or there is an explicit legal obligation to provide the information. If there is an explicit legal obligation to provide information, the parties will provide each other with advanced notification of this obligation in good time.

7.3. This agreement takes effect on 8 July 2019 and is valid for a period of two years, or less if the new taxi regulation enters into force before that date and if, in the opinion of the City of Amsterdam's Executive, the regulation does away with the need for this agreement. Prior to the expiration of this agreement, Uber and the City of Amsterdam will enter into discussions regarding its continuation.

7.4. The parties agree that they will maintain contact with each other about the Amsterdam taxi market and will continue to discuss developments, as is the case with other stakeholders.

**SIGNED BY AND BETWEEN**

City of Amsterdam, legally represented by Ms S. Dijkma, Executive Councillor for Traffic and Transport on the basis of the decision of the City of Amsterdam Executive of 2 July 2019.

Uber B.V., legally represented by Mr T. Emondts, General Manager Benelux.