

Legal protection

for professional drivers



**Thank you for choosing legal.taxi a
collaboration between Cabvision Network
Limited and Chiltern Law Limited.**

**legal.taxi is dedicated to supporting and
advocating for London taxi drivers, by providing
invaluable legal advice and representation.**

Introduction

Welcome to legal.taxi please take time to read this document and make sure the cover you have chosen meets your needs. We will provide you with the legal services required in accordance with the terms and conditions of this document and help and advise accordingly.

If you have any questions, please contact help@legal.taxi on 0208 0581 999 and we will assist and clarify your cover.

A handwritten signature in white ink, appearing to read 'Darren Rogers', with a long, sweeping flourish extending to the right.

Darren Rogers

Signed on behalf of legal.taxi

Darren Rogers of Chiltern Law has a proven track record and experience defending London's taxi drivers and has over 25 years of experience in **criminal law, motoring law, licensing and appeals.**

He has depth and breadth of experience with the taxi trade and understands the daily problems faced, especially from the legal advice he has provided UTAG and various high profile cases including a number of judicial reviews of Transport for London. He is equally committed to drivers who have increasingly come under attack with LTNs, 20mph zones and cycling vigilantes.

He has a wealth of experience dealing with high-profile cases spanning crime, licensing, and public law. His track record includes the defence of notable figures, such as the UK's highest recorded speeder, high profile extradition and major crime.



Darren Rogers
Director and Solicitor
Chiltern Law

Chiltern Law will provide rapid and effective legal advice under our product Legalvision, with 3 distinct levels of cover:

Essential, Essential+ and Professional.

Our mission is to protect your licence with direct access to experienced legal professionals.

We offer a range of services, to meet your individual needs, with legal cover from just £11.99 per month.

Essential Membership

Advice and assistance with reconsideration hearings

Advice and assistance with licensing issues but excluding representation at the hearing

Police station advice and assistance

Legal helpline

£11.99 p/m

Essential+ Membership

Advice and assistance with reconsideration hearings, including representation

Advice and assistance with licensing issues including representation at the hearing

Police station advice and assistance including our attendance at the police station

Legal helpline

Advice and assistance for all criminal / motoring matters in the Magistrates' Court arising from taxi services, but excluding representation at the hearing

Exceptional hardship arguments in the Magistrates' Court including representation

£14.99 p/m

Professional Membership

Advice and assistance with reconsideration hearings, including representation

Advice and assistance with licensing issues including representation at the hearing

Police station advice and assistance including attendance at the police station

Legal helpline

Advice, assistance and representation for all criminal / motoring matters in the Magistrates' Court arising from taxi services

Exceptional hardship arguments in the Magistrates' Court including representation

Advice, assistance and representation for all criminal / motoring matters in the Crown Court arising from taxi services

Court fees

£17.99 p/m

Legalvision **Essential** membership

£11.99 per month

What is covered

- ✓ Advice and assistance with reconsideration hearings

- ✓ Advice and assistance with licensing issues

- ✓ Police station advice and assistance

- ✓ Legal helpline

What is not covered

- ✗ Representation at reconsideration hearing

- ✗ Representation at the hearing regarding licensing issues

- ✗ Advice, assistance and representation for all criminal / motoring matters in the Magistrates' Court or Crown Court arising from taxi services

- ✗ Our attendance at the police station

- ✗ Exceptional hardship arguments in the Magistrates' Court including representation

- ✗ Civil claims and legal expenses or costs incurred in defending a civil claim brought by a third party against you

- ✗ Judicial reviews and claims under The Human Rights Act

- ✗ Any matter if you have not paid your direct debit for whatever reason

- ✗ Matters that arose prior to subscribing to Legalvision

- ✗ Expert fees, adverse costs and court fees

Total limitation for legal protection is £10,000 per annum, 2 cases per year

Legalvision Essential+ membership

£14.99 per month

What is covered

- ✓ Advice, assistance and representation at reconsideration hearings
- ✓ Advice and assistance with licensing issues including representation at the hearing
- ✓ Police station advice and assistance including our attendance at the police station
- ✓ Legal helpline
- ✓ Advice and assistance for all criminal / motoring matters in the Magistrates' Court arising from taxi services
- ✓ Exceptional hardship arguments in the Magistrates' Court including representation

What is not covered

- ✗ Representation for all criminal / motoring matters in the Magistrates' Court or Crown Court arising from taxi services
- ✗ Any matter in the Crown Court
- ✗ Civil claims and legal expenses or costs incurred in defending a civil claim brought by a third party against you
- ✗ Judicial reviews and claims under The Human Rights Act
- ✗ Any matter if you have not paid your direct debit for whatever reason
- ✗ Matters that arose prior to subscribing to Legalvision
- ✗ Expert fees, adverse costs and court fees

Total limitation for legal protection is £20,000 per annum, 3 cases per year

Legalvision **Professional** membership

£17.99 per month

What is covered

- ✓ Advice and assistance with reconsideration hearings, including attendance
- ✓ Licensing appeal in the Magistrates' Court including representation
- ✓ Police station advice and assistance including attendance at the police station
- ✓ Legal helpline
- ✓ Advice, assistance and representation for all criminal / motoring matters in the Magistrates' Court arising from taxi services
- ✓ Exceptional hardship arguments in the Magistrates' Court including representation
- ✓ Advice, assistance and representation for all criminal / motoring matters in the Crown Court arising from taxi services
- ✓ Court fees

What is not covered

- ✗ Civil claims and legal expenses or costs incurred in defending a civil claim brought by a third party against you
- ✗ Judicial reviews and claims under The Human Rights Act
- ✗ Any matter if you have not paid your direct debit for whatever reason
- ✗ Matters that arose prior to subscribing to Legalvision
- ✗ Expert fees and adverse costs

Total limitation for legal protection is £30,000 per annum, 4 cases per year

**If there was ever a
time for legal cover,
it's now.**

**Protect your licence with direct access
to experienced legal professionals.**

Rapid response and proactivity.

Important

Legal cover is only operative if you have received confirmation that your payment has been received.

This document provides details of your cover and the obligations and responsibilities that apply. Please read it carefully and keep it in a safe place.

Reasonable Prospect of Success

At all times during your case, reasonable prospects of success must exist for us to begin, and continue providing advice, assistance, and representation.

If a reasonable prospect of success no longer exists for your legal case, we will provide you with written reasons for that decision. This is likely to happen when the case is so overwhelming that there is no reasonable prospect of success.

What is a reasonable prospect of success?

In relation to criminal cases, it is when there is greater than a 50% prospect of you being acquitted. Where disqualification is mandatory, a greater than 50% prospect of a plea in mitigation or an exceptional hardship argument materially affecting the likely outcome.

In relation to licensing cases, it is when there is greater than a 50% prospect of the panel at reconsideration or the magistrates finding for you and granting your taxi licence following refusal, revocation, or suspension.

Legal helpline, 24 hours a day, 7 days a week.

0208 0581 999

help@legal.taxi

Your cover includes access to our legal helpline to provide advice 24 hours a day, 365 days a year, on any legal matters covered by the cover you have chosen: **Essential**, **Essential+** or **Professional**.

When you call please have your badge number ready and provide a brief summary of your problem. We will provide legal advice and then schedule a call for a more in-depth discussion and further advice.

Terms, Conditions and Exclusions

Your obligations

“We”, “us” and “our” in this document means legal.taxi a brand name of Chiltern Law Limited.

Legalvision is a product name and comprises 3 levels of membership: Essential, Essential+ and Professional.

You agree to be bound by the following Terms, Conditions and Exclusions:

1. Notify us within 7 days of any incident where you reasonably believe you might need our assistance. This allows us time to advise on next steps and be within the time limits permitted by your regulator.
2. Keep us informed of any change of address, telephone numbers or email.
3. Disclose all penalty points to us before joining.
4. Disclose any court hearings, tribunal hearings, police station attendances and TfL hearings within the last 5 years.
5. Declare any pending prosecutions, this will also include where you have received a Notice of Intended Prosecution. Such pending prosecutions or current

prosecutions at the point of taking out cover are not included in your cover. We only cover new prosecutions following your subscription to Legalvision.

6. Declare all licensing issues before joining.
7. Declare any pending or current licensing issues. Such pending licensing issues or current licensing issues at the point of taking out cover are not included in your cover. We only cover new licensing issues following your subscription to Legalvision.
8. Pay your monthly direct debit to be covered for legal advice and representation under the product Legalvision.
9. You agree that the legal cover chosen best suits your needs and provides you with the appropriate level of financial cover.
10. We reserve the right to cancel or refuse cover if you have (i) failed to provide accurate information and / or failed to disclose important information such as previous court hearings or disciplinary proceedings (ii) failed to pay your direct debit for whatever reason and (iii) extensive previous record of court hearing,

police station attendances, other tribunals and TfL hearings.

11. You agree that annual legal protection cannot exceed £10,000 with Essential membership, £20,000 with Essential+ and £30,000 with Professional membership per annum.
12. You agree to be provided with advice and assistance, including representation (if required and covered) in the following frequency: 2 times per year under the Essential membership, 3 times per year under Essential+ membership and 4 times per year with Professional membership.
13. At all times provide your legal representative with complete, accurate and truthful instructions of all the circumstances pertaining to your legal problem.
14. Follow the advice of, and co-operate fully with, the legal representative at all times during your case. This will include attending court as directed and any appointments.
15. Not withdraw from your case without notifying us and providing your reasons.

Terms, Conditions and Exclusions contd.

Your obligations

16. Get our written agreement before defending your claim or appealing a decision or communicating with your regulator directly.

17. Provide us with 30 days' notice if you wish to terminate this agreement. Legal representation will cease when the cover expires after 30 days from the date of your notice. This also includes cover for existing claims. Such notice to be given in writing and emailed or posted.

18. Notify us if you are not happy with service levels provided at legal.taxi. If for whatever reason you feel that our level of service is not satisfactory you should make it known to us in the first instance. If you remain dissatisfied following our meeting you have the right to refer the matter to the Legal Ombudsman either by email enquiries@legalombudsman.org.uk, or by phone 0300 555 033.

19. If a reasonable prospect of success no longer exists for your legal case, we will provide you with written reasons for that decision.

20. You also accept that we will appoint a barrister (if required) to represent you and they are included under "legal representative" for the purposes of this agreement.

21. You agree to provide us with your authority to act on your behalf in the absence of instructions and only in exceptional circumstances. Obviously, we have an overriding interest to act in your best interest when making such a decision. You agree that we cannot be held liable for any loss or damage as a result of a failure by you to provide instructions.

22. You agree that if you have legal cover with your trade organisation, this will be your primary legal provider. legal.taxi will be your secondary provider for second opinions (if required).

Terms, Conditions and Exclusions contd.

Our obligations

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Legalvision is a product name and comprises the following 3 levels of membership: Essential, Essential+ and Professional.

We agree to be bound by the following Terms, Conditions and Exclusions:

1. We will provide you with robust advice and assistance once we accept your legal case and notify all parties that we are now acting on your behalf.
2. We will provide you with regular updates regarding your case and then advise on next steps.
3. Follow your instructions and provide you with the best possible advice on those instructions.
4. We endeavour to give all our clients personal attention and Darren Rogers will have overall control and supervision of all files. On some occasions he will have to rely on a colleague to deal with your case and hearings. Darren Rogers will deal with all of the case management and preparation and will be your single point of contact and person responsible for your case.
5. Not withdraw from your case without notifying you and providing our reasons. By way of example, a conflict of interest may arise making it professionally impossible to continue to act.
6. We reserve the right to cancel or refuse cover if you have (i) failed to provide accurate information and / or failed to disclose important information such as previous court hearings or disciplinary proceedings (ii) failed to pay your direct debit for whatever reason and (iii) an extensive previous record of court hearings, police station attendances and / or other tribunals and TfL hearings.
7. Provide you with 30 days' notice if we wish to terminate this agreement. Legal representation will cease when the cover expires after 30 days from the date of your notice. This also includes cover for existing claims. Such notice to be given in writing and emailed or posted.
8. We will appoint a barrister (if required) in your name and on your behalf and ask for his or her opinion whether a reasonable prospect of success exists.
9. If a reasonable prospect of success no longer exists for your legal case, we will provide you with written reasons for that decision.
10. We agree to provide you with advice and assistance, including representation (if required and covered) in the following frequency: 2 times per year under the Essential memberships, 3 times per year under Essential+ membership and 4 times per year with Professional membership.
11. We will maintain professional indemnity insurance. Chiltern Law has mandatory professional indemnity insurance with Great Lakes Insurance SE underwritten by Pelican, with an indemnity of £3million. The policy number can be provided on request. We are regulated and authorised by the Solicitors Regulation Authority (number: 628672) and are registered for VAT with HMRC (VAT no 238 2912 01). We are registered with Companies House (Company number 10046040).
12. Your membership is processed by Chargebee and the subscription money is then processed by Stripe, a payment platform authorised by the Financial Conduct Authority as an electronic money institution.



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