

Tribunal Meeting Number, Case Number and Date	Case Ref	Network operator	Level 1 provider	Level 2 provider	Service Title and Type	Case Type	Procedure
127 Case 2 30/05/13	16565	All Mobile Network operators	Txtlocal Limited	WDMG LTD	Freelance employment assistance- "Drivingwork.net"	Level 2 provider	Track 2

The Level 2 provider, WDMG Ltd, created two websites which promoted a manual that purported to assist those looking for employment in the transport industry or delivery work (the "**Service**"). The Service was promoted via Google AdWords, which led consumers to drivingwork.net. The website directed consumers to send an SMS to the non-premium rate shortcode 60777 if they were "interested" in "well paid driving work" or "Jobs, Jobs, Job!". As a result of sending the message, consumers received a charged message from the premium rate shortcode 80876 which stated:

"Thank you, please now go to <http://driverwork.co.uk> for further information."

The driverwork.co.uk website contained promotional material for an e-book "Drivers Manual", which cost £39.99 (RRP £99).

The Service operated between 31 August 2010 and 31 January 2013. The Level 1 provider for the premium rate shortcode 80876 was Txtlocal Ltd.

Following the receipt of one complaint about the Service, PhonepayPlus conducted monitoring which highlighted issues regarding misleading promotional material and the lack of a non-premium rate UK contact telephone number in promotional material.

The Executive raised the following potential breaches of the PhonepayPlus Code of Practice (12th Edition) (the "**Code**"):

- 2.3.2 – Misleading
- 2.2.1(a) – Non premium rate UK contact number

The Tribunal upheld two breaches of the Code. The Level 2 provider's revenue in relation to the Service was at the lower end of the range of Band 4 (£50,000- £100,000). The Tribunal considered the case to be significant and imposed a formal reprimand, a fine of £26,000 and a requirement that the Level 2 provider must refund all consumers who claim a refund, for the full amount spent by them on the Service, within 28 days of their claim, save where there is good cause to believe that such claims are not valid, and provide evidence to PhonepayPlus that such refunds have been made.

Administrative Charge Awarded  
100%

## Tribunal Sitting Number 127 / Case 2

**Case Reference: 16565**

<b>Level 2 provider</b>	WDMG LTD
<b>Type of service</b>	Freelance employment assistance- "DrivingWork.net"
<b>Level 1 provider</b>	Txtlocal Limited
<b>Network operator</b>	All Mobile Network operators

### **THIS CASE WAS BROUGHT AGAINST THE LEVEL 2 PROVIDER UNDER PARAGRAPH 4.4 OF THE CODE**

#### **BACKGROUND**

The Level 2 provider, WDMG Ltd created two websites (**Appendices A and B**) which promoted a manual that purported to assist those looking for employment in the transport industry or delivery work (the "**Service**"). The Service was promoted via Google AdWords, which led consumers to the first Service website, drivingwork.net. The website directed consumers to send an SMS to the non-premium rate shortcode 60777 if they were "interested" in "well paid driving work" or "Jobs, Jobs, Job!" (**Appendix A**). As a result of sending the message, consumers received a charged message from the premium rate shortcode 80876 which stated:

"Thank you, please now go to <http://driverwork.co.uk> for further information."

The second Service website, driverwork.co.uk, contained promotional material for an e-book "Drivers Manual", which cost £39.95 (RRP £99.95) (**Appendix B**).

The Service operated between 31 August 2010 and 31 January 2013. The Level 1 provider for shortcode 60777 was ImpulsePay Ltd and the Level 1 provider for the premium rate shortcode 80876 was Txtlocal Limited.

Following the receipt of one complaint about the Service, PhonepayPlus conducted monitoring which highlighted issues regarding misleading promotional material and the lack of a non-premium rate UK contact telephone number in promotional material.

#### **The Investigation**

The Executive conducted this matter as a Track 2 investigation in accordance with paragraph 4.4 of the PhonepayPlus Code of Practice (12<sup>th</sup> Edition) (the "**Code**").

The Executive sent a breach letter to the Level 2 provider on 3 May 2013. Within the breach letter the Executive raised the following breaches of the Code:

- 2.3.2 – Misleading
- 2.2.1(a) – Provision of a non-PRS UK customer service number

The Level 2 provider responded on 15 May 2013. On 30 May 2013, after hearing informal representations, the Tribunal reached a decision on the breaches raised by the Executive.

#### **SUBMISSIONS AND CONCLUSIONS**

## **ALLEGED BREACH 1**

### **Rule 2.3.2 Misleading**

*Premium rate services must not mislead or be likely to mislead in any way.*

1. The Executive submitted that the Level 2 provider acted in breach of rule 2.3.2 of the Code on the basis that promotional material on Google AdWords and the first Service website, drivingwork.net, conveyed the impression that the Service offered real employment opportunities for car and van drivers. In reality, it did not. The Executive accordingly submitted that end users were likely to have been misled into using the Service and incurring a premium rate charge.

### **Google AdWords**

The Executive noted that the Google AdWords keywords selected by the Level 2 provider (and used by the Executive during monitoring of the Service on 29 January 2013) were:

“Driving work”  
“Driver work”  
“Driving vacancy”  
“Driving job”  
“Driver job”

The Executive asserted that a person searching for employment as a driver would use the wording listed above when searching Google and therefore would be misled into believing that the website drivingwork.net offered employment when in fact, it provided limited information relating to working as a driver, followed by the opportunity to purchase a manual containing further information.

### **Service website: drivingwork.net**

The Executive asserted that the wording within the first Service website, drivingwork.net, implied that by texting the shortcode 60777, the user would be provided with details of real vacancies for work opportunities as a car and/or van driver (**Appendix A**). The wording stated:

“Car and Van Drivers  
Would you like to deliver Laptops  
and other computer parts?  
Jobs, Jobs, Jobs!  
Looking for Driving Jobs?  
or are you looking for any type of well paid driving work?  
We can help! Jobs available all over the UK.  
You could be driving and earning by next week!!!!!!!!!!!!!!!!!!!!  
Delivering Laptops, Computer parts and other small  
Items.  
Full time or part time, Up to £330 a day!!!!!!!!!!!!!!!!!!!!”

The Executive accordingly asserted that a user looking at the website would be under the impression that they could find employment and/or work opportunities through the website.

In its response dated 22 February 2013, the Level 2 provider confirmed that:

“We do not supply jobs as we were told that would be in breach of the code...As mentioned

previously, we do not supply jobs, we merely tell people the most up to date employment practices of employers in the driving industry. I.e. sub contract drivers and agency driver.”

On the basis of the Google AdWords and first Service website promotions, the Executive submitted that consumers were likely to have been misled into the belief that the Service offered actual freelance and/or employment opportunities when this was not the case. Accordingly, the Executive submitted that a breach of rule 2.3.2 had occurred.

2. The Level 2 provider stated that in October 2012 (three months before the complaint) it was asked to submit screenshots of the Service advertising to the Level 1 provider. The Level 2 provider was advised that the size and position of the text on the website was potentially in breach of the Code. After the submission of three batches of screenshots to the Level 1 provider, a version acceptable to the Level 1 provider was, “given the all clear”. The main text of the website did not change after this point. During this time, the Level 1 provider “quite rightly” suspended the Service temporarily, “until they [the Level 1 provider] approved the final website”. The Level 2 provider submitted that it, and the Level 1 provider, did everything in its power to follow the Code to the letter. There was no intention at any point to mislead anyone. If anything, it stated that it was, “probably trying even harder to make sure that there wasn’t any chance of breaking the [C]ode”. The Level 2 provider stated, that at no point was it advised by PhonepayPlus or the Level 1 provider that it may have acted in breach of rule 2.3.2.

In addition, the Level 2 provider stated that:

“If a professional body that has a fully trained compliance team did not pick up on this possible breach when all the information is in front of them, then how can I, as a one man business, be expected to see a breach in the volumes of rules and regulations that form the code of practice? I can only go by what I have been advised. Without employing an expensive qualified lawyer, I would submit that it is virtually impossible for the average person in the street to fall foul of at least one of your rules at some point or other.”

The Level 2 provider stated that it had tried to follow the Code and that it understood, from the content of rule 1.1.2, that it was able to direct consumers to the Service website using a premium rate number.

In addition, the Level 2 provider added that it had operated the premium rate service for two years but had only received one relevant complaint. The consumer was provided with an immediate refund. It accepted that it had received a number of other email complaints, which related to the sending of hard copy information and therefore were not relevant to the current investigation.

In relation to the Google AdWords keywords, the Level 2 provider stated that the:

“[C]hoice of words was designed as general keywords only and are only to direct a search engine to a relevant category. The keywords are used to gain a higher placing on the google search page. The customer does not see these words.”

The Level 2 provider noted that the Executive suggested that the choice of keywords implied that consumers would be provided with real vacancies. This was strongly denied. The Level 2 provider stated that:

“The wording is asking a number of questions such as,  
“Are you looking for work?”  
“Are you looking for any type of well paid driving work?”

The object of this was to reach consumers who required the Service's assistance. It added that at no point did it state that:

"I provide employment. I cannot say that because I would be in breach of the [C]ode. If I asked the question "are you thinking of stopping smoking?" it does not mean that I am going to do it for you. It is a question."

In mitigation, the Level 2 provider asserted that the information provided on the second Service website was worth in excess of the cost of the premium rate charges.

"The information given shows people looking for driving work in the normal way are wasting their time and money because the industry has completely moved over to freelance and sub contract drivers. Once people have visited the site, they have a completely different perspective on searching for driving work. They do not have to waste money searching for jobs that aren't there, or have already been allocated to sub contactors. Therefore, I would say that there is value in sending the sms."

In relation to complaint numbers, the Level 2 provider submitted that it received:

"[O]nly one complaint in 70,000 premium SMS messages in two years in any business would be considered as a success. That is a complaint rate of 0.001428%. Marks and Spencer's has a 4% complaint rate by comparison."

The Level 2 provider voiced strong concerns that the, "only people that seem to have complained are PhonepayPlus". It added that PhonepayPlus would benefit from the investigation, as it would impose an administration fee. Further, the Level 2 provider voiced concerns regarding the length of time taken to conduct the investigation and the lack of time given to it to respond to the breach letter. The Level 2 provider stated that it had suffered severe financial difficulties as a result of the investigation. The Level 2 provider stated that it would consult a lawyer.

During informal representations, the Level 2 provider stated that he was a "one man band", he had been a van driver for 30 years and that he had no intention to provide premium rate services in future, as his experience with PhonepayPlus had been a "complete nightmare". He was now "bankrupt", had significant debts to his family and had experienced health and personal difficulties as a result. The Level 2 provider stated that PhonepayPlus' action was completely disproportionate given that it had only received one complaint.

In relation to the alleged breach of rule 2.3.2, the Level 2 provider restated his belief that the promotional material was compliant with the Code. This was because he understood the Level 1 provider to be an expert and thought that all the "flaws" had been corrected.

The Level 2 provider commented that the website had been in operation since 1999. During this time he had received no complaints stating that the Service had misled anyone. Initially, he had promoted the Service in the national press. Towards 2008- 2009, many of newspapers closed their classified advertisement sections, as a result he looked at other advertising methods. The Level 2 provider stated that his first two attempts to use Google AdWords were "disastrous". The third attempt at Google AdWords was successful and now he conducted all his advertising through Google AdWords. Although, this caused cash flow issues as advertising had to be paid for in advance.

The Level 2 provider explained that initially, the premium rate message paid for material to be sent by post to the consumer and did not generate a profit. However, this became

economically non-viable. As a result, consumers were then sent a link to the second Service website. The Level 2 provider also detailed that he had gathered consumers contact details to generate a marketing list, but added that he was registered with the ICO and had not shared the list. The Level 2 provider stated that he had only used the marketing list once and that it had been a “waste of time”.

On being questioned in relation to why Google AdWords promotions did not directly lead to the second Service website (which contained the link to the manual), the Level 2 provider stated that Google stopped the Service advertising in October 2011. No reason was given for this, other than an “algorithm” had resulted in, “a flag being put on the system”. The Level 2 provider stated that he had been advised by Google to set up a second website to circumvent the problem and that Google AdWords promotions had previously routed consumers directly to the second Service website.

He stated that he had attempted to look at the PhonepayPlus rules and regulations, but as a layman, he had found them impossible to follow.

3. The Tribunal considered the evidence, including the Level 2 provider’s written and oral submissions and found that promotional material for the Service on Google AdWords and the first Service website was likely to have misled consumers in to the belief that the Service provided access to actual employment and/or freelance work opportunities. This was for the reasons given by the Executive, after thorough consideration of the promotional material and as a matter of common sense. The Tribunal added that the Level 2 provider should have provided a clear description of the Service in its promotional material and that consumers appeared to have been led to the first Service website in order to raise revenue through the premium rate service. Accordingly, the Tribunal upheld a breach of rule 2.3.2 of the Code.

In addition, the Tribunal noted that there was no evidence of the Level 1 or Level 2 providers seeking compliance advice in relation to the Service from PhonepayPlus. The Tribunal commented that anyone who engages in the provision of premium rate services should seek advice directly from PhonepayPlus if they have any difficulties in understanding or compliance with the Code. This advice is available free of charge and publicised on the PhonepayPlus website.

## **Decision: UPHELD**

### **ALLEGED BREACH 2**

#### **Rule 2.2.1(a)**

*Consumers of premium rate services must be fully and clearly informed of all information likely to influence the decision to purchase, including the cost, before any purchase is made.*

*(a) Promotional material must contain the name (or brand if part of the name) and the non-premium rate UK contact telephone number of the Level 2 provider of the relevant premium rate service except where otherwise obvious.*

1. The Executive submitted that the Level 2 provider acted in breach of rule 2.2.1(a) of the Code as promotional material for the Service did not include a non-premium rate contact telephone number for the Level 2 provider.

The Executive noted that the first Service website, drivingwork.net, (**Appendix A**) did not contain a non-premium rate UK contact number. In correspondence, the Level 2 provider stated that:

“I was not aware that this was a requirement and had seen numerous companies providing simply an email address. I had considered a helpline but felt that I would be unable to offer that service. I am a one man operation who works 20-30 hours a week as a courier and felt that a 24hr helpline would be impractical and therefore provided an email alternative. 100% of emails I receive are courier work related and have yet to receive one about text delivery or charges. I looked also at outsourcing a 24hr helpline but the cost was unworkable. The cost for 24hr coverage, seven days a week with just ten calls handled a week was over £1200 a month. If this is a current requirement, then I will have to suspend the psms service.”

The Executive further noted that there was no contact email address on the first (or second) Service websites at the time it monitored the Service. The Executive later accepted the Level 2 provider’s explanation that the contact email address had accidentally and temporarily been removed from the website. However, this did not affect its submission that a breach of rule 2.2.1(a) had occurred.

In light of the above, the Executive asserted that the Level 2 provider’s promotional material did not contain a non-premium rate UK contact telephone number and therefore a breach of rule 2.2.1(a) had occurred.

2. The Level 2 provider stated that, as it had previously set out, an email address was provided instead of a telephone contact number. It accepted that when it checked the first Service website, as a result of the investigation, the contact email address had disappeared. It stated that the email address was present until Christmas 2012, as up until this date it had received emails from consumers. It stated that it had not noticed the lack of emails after this date as emails from consumers were rare.

Once the error was spotted, the Level 2 provider asserted that it had emailed its web designer in India to find out what had happened. It stated that it had been assured that the email address had only been removed for approximately 10 days. The web designer’s explanation was that the email was deleted as he was not aware of PhonepayPlus requirements and had thought that the email address was no longer required (as the site was being transferred to an email-gathering version of the site instead of using premium rate SMS).

The Level 2 provider stated the reason for removing the premium SMS element of the Service was that:

“I had initially asked for full name and address via text but it was costly to send out information packs by royal mail, so I then changed the message to point users to the main site. Again this became redundant and I felt that the email version would be better so that we could deliver the information digitally.”

During informal representations, the Level 2 provider reiterated his written submissions and gave a detailed account in relation to the accidental deletion of the contact email address.

3. The Tribunal considered the evidence in detail and found that as the Service website did not contain a non- premium rate UK contact number a breach of rule 2.2.1(a) had occurred. The provision of an email address was mitigation and did not constitute a defence to the breach. The Tribunal noted that, contrary to the Level 2 provider’s assertions, the obligation on providers in relation to the provision of a non-premium rate contact number is not onerous; for example, if it is proportionate, a provider can employ a voicemail facility which is regularly checked to ensure that complaints are handled in a timely manner. In addition, the Tribunal noted that the Level 2 provider had failed to seek compliance advice on this point from PhonepayPlus.

## Decision: UPHELD

### SANCTIONS

#### Initial Overall Assessment

The Tribunal's initial assessment of the breach of the Code was as follows:

#### Rule 2.3.2 – Misleading

The initial assessment of rule 2.3.2 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service generated substantial revenue through a recklessly non-complaint promotion that was likely to have misled consumers.

#### Rule 2.2.1(a) – Provision of a non-PRS UK contact number

The initial assessment of rule 2.2.1(a) of the Code was **significant**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The nature of the breach was likely to have caused or had the potential to cause a drop in consumer confidence in premium rate services.

The Tribunal's initial assessment was that, overall, the breaches were **serious**.

#### Final Overall Assessment

In determining the final overall assessment for the case, the Tribunal took into account the following aggravating factor:

- The Level 2 provider was aware of the existence of Guidance in relation to promotions and complaint handling but failed to follow it.

The Tribunal noted that:

- i. The Level 2 provider suggested that the premium rate element of the Service was used as an alternative to traditional marketing but in effect the consumer was paying for the opportunity to purchase the manual.
- ii. The choice of Google AdWords keywords made it likely that people searching for actual employment or freelance opportunities may have been caused delay as a result of being led to the Service websites and/or incurred charges in the mistaken belief that they were accessing job vacancies.

In addition, the Tribunal stated that providers should exercise particular caution when providing a service which may be attractive to those seeking work.

In determining the final overall assessment for the case, the Tribunal took into account the following four mitigating factors:



- The Level 2 provider stated that it had instructed the Level 1 provider to pay refunds to any complainant who contacts it.
- Notwithstanding the breach of rule 2.2.1(a), the Level 2 provider had provided a contact email address (albeit that the email address was removed for a short period of time).
- On becoming aware of the investigation, the Level 2 provider suspended the premium rate element of the Service.
- The Level 2 provider stated that it had permanently removed the premium rate element from the Service and would not provide premium rate services in the future.

The Tribunal noted that the Level 2 provider had displayed some level of compliance with the Code and had co-operated with PhonepayPlus to the level expected.

The Level 2 revenue in relation with the Service was at the lowest end of the range of Band 4 (£50,000 - £100,000).

Having taken into account the aggravating and mitigating factors, the Tribunal concluded that the seriousness of the case should be regarded overall as **significant**.

### **Sanctions imposed**

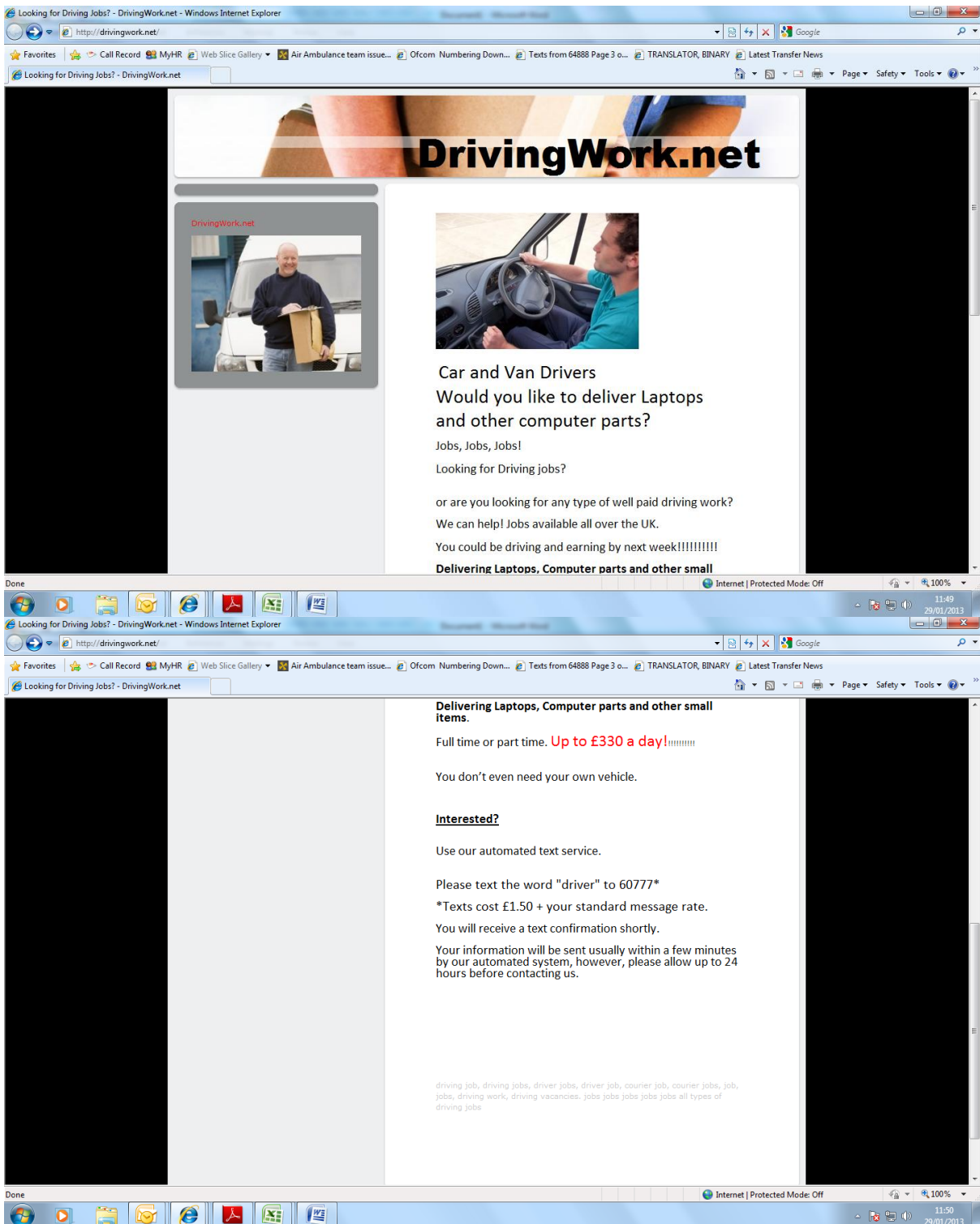
Having regard to all the circumstances of the case, the Tribunal decided to impose the following sanctions:

- a formal reprimand;
- a fine of £26,000; and
- a requirement that the Level 2 provider must refund all consumers who claim a refund, for the full amount spent by them on the Service, within 28 days of their claim, save where there is good cause to believe that such claims are not valid, and provide evidence to PhonepayPlus that such refunds have been made.

Given the Level 2 provider's assurance that it would not engage in the provision of premium rate services in future, the Tribunal decided against the imposition of a compliance advice sanction. If the Level 2 provider does intend to provide premium rate services in future, the Tribunal strongly advised it to seek compliance advice from PhonepayPlus.

## **APPENDICES**

### **Appendix A: Screenshots of the first Service website, Drivingwork.net:**



Appendix B: Screenshots of the second service website, Drivingwork.co.uk:

Courier or driver? Increase your earnings with our Driver Work eBook - for self employed/freela - Windows Internet Explorer

http://drivenwork.co.uk/

DriverWork

Drivers can earn much more using these simple tips

Want to be **really profitable?**  
get your eBook now!!

*amazing tips revealed inside*

How much did you earn this week?  
**We bet you could earn more!**

We know life is tough out there at the moment. You work long hours, working all the hours you possibly can and sometimes the rewards never seem like enough.

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**CLICK HERE**

"As an ex-cab driver, I could have been earning a lot more money (and saving) if I'd downloaded the book earlier than I did!"  
V.L. LONDON

"I was amazed that nobody worked like this before, it's so simple. Thank you."  
R.H.R. ABERDEEN

I now have two contracts worth £1500 a week from one phone call. I am now recommending this to my immediate family, cheers.  
C.S. PORTSMOUTH

**YOU CAN**

Courier or driver? Increase your earnings with our Driver Work eBook - for self employed/freela - Windows Internet Explorer

http://drivenwork.co.uk/

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*revealed inside*

How much did you earn this week?  
**We bet you could earn more!**

We know life is tough out there at the moment. You work long hours, working all the hours you possibly can and sometimes the rewards never seem like enough.

*Would you like to earn up to £250-£300 per day.*

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# DriverWork



## IF YOU CAN DRIVE? YOU CAN MAKE UP TO £250 A DAY

The world has changed and the driving industry has changed with it. You may have noticed a lack of driving jobs being advertised, yet

## IF YOU CAN DRIVE? YOU CAN MAKE UP TO £250 A DAY

The world has changed and the driving industry has changed with it. You may have noticed a lack of driving jobs being advertised, yet there seems to be an increasing number of professional drivers on the road. So how can that be? Most companies that used to employ drivers now employ people on a completely different working basis to make things easier for themselves. This is one of the few industries where **very few** people are now fully employed.

In fact, if you've been looking in the press or on the internet for driving work you will find that your chance of finding any is very remote. In fact for every full time driving job there are now estimated to be an average of between 50-300 applicants per job. Most of these jobs go to people who are already known to the employer. What's more, if you do get the job, the wages are likely to be minimum wage with unsociable working hours and virtually no job security.

**Put simply**, if you've been looking for fully employed driving work; **you are wasting your time!!!**

Most companies now use what are called sub-contract drivers. But don't be put off by the term sub-contract as most of this work is identical to the type of driving work that has been around for years.

Because of restrictive employment laws companies no longer want to employ full-time drivers and pay the extra insurances, such as holiday pay, sickness pay, maternity pay, pensions etc. Recruitment of regular drivers is also falling due to the increasing number of government regulations and restrictions surrounding employment and working hours.

### So what are sub-contract drivers?

Sub-contract drivers are people who drive and deliver items for several companies. These people are technically self employed, however many of them work for just one company like a fully employed driver. Very few drivers are now fully-employed; nearly 80% are now sub-contract or agency drivers. The next time you get a delivery to your door ask the driver, the chances are he's a sub-contract or agency driver.

### Is this work full time? Is it self employed?

Yes and no. Actually it's somewhere in the middle! You get the benefits of working for major companies that get the work for you but without any restrictions on hours and holidays and the ability to work for other people at the same time if you wish.

**You are a free agent. You work for who you want, where you want and when you want.**

You have the freedom of being self employed with someone else finding the work for you; they just take a small percentage. Most people don't realise that making good money is not about what you know, it's more about who you know. Sub-contract drivers are out there right now earning good money!

### Why have I never seen these drivers?

Actually you have, most of these people drive small white vans without markings or just plain passenger cars. They are indistinguishable from the average motorist. You wouldn't advertise the fact that you were carrying several laptops in the back, would you? I personally drive a small white van, without markings, as I sometimes carry over £25,000 worth of computers. Some people use cars, so you are unlikely to spot any of these drivers on the road. Anonymity is the best form of security.

Why don't I see this type of driving work advertised?

Courier or driver? Increase your earnings with our Driver Work eBook - for self employed/freela - Windows Internet Explorer

http://drivenwork.co.uk/information

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**Why don't I see this type of driving work advertised?**  
 Because technically this is not a job, this is work for free agents; this work is only given out to drivers who are sub-contractors. Consequently you will not see this work advertised unless you're in the industry. Companies are no longer handing out full-time jobs; they are giving the work to sub-contractors. Like I've already said, don't be fooled by the term sub contractor, its not as difficult or involved as you may think.

I've been in this sub-contract driving business for 24 years and can't think of a better job that pays as much for driving a van or car, cruising along the motorway with nobody to boss you around, your radio turned up and watching the other poor idiots work for a living. I've discovered how to make it pay big time, £900 to £1200 a week is easy. You can make much more, it's up to you how much you earn.

Let me show you an example of what I can earn!  
 Let's say a journey from Manchester to Bristol and back would be worth around £370 at just £1 per mile, fuel costs would be around £40 depending on consumption, which would give me a profit of £330. So what if I told you that I regularly get paid over £2.50 per mile!

**Would you drive for these rates?**

Liverpool to London £354	Plymouth to Nottingham £522
Manchester to Glasgow £450	Carlisle to Coventry £412 +M6 toll
Leeds to Bristol £435	Norwich to Southampton £437
Aberdeen to Exeter £1295 + hotel	London to Plymouth £428
Birmingham to Glasgow £535	Cardiff to London £330 + Severn Bridge toll



The easiest way of describing this type of work would be to liken it to being a taxi driver but without the annoying passenger (boxes don't talk!). You may work for one company but it doesn't stop you from picking up fares elsewhere. You can pick up more than one fare at a time. In fact you could have several fares all travelling to the same area and all of them paying you the full fare! But, unlike a taxi driver if you go outside of your local area you can also pick up a return fare or two on the way back! *Pick up from point A, drop at point B, pick up at point C drop at point D, and so on!!!*

There must have been times in your life when you've thought about getting out of the normal commuter existence and go and do a job that is less demanding, yet giving you a decent standard of living, over £1000 per week? I bet you didn't think driving a car or van would be the solution?

Top sports people know that a single technique can be the difference between winning and losing, but it doesn't come cheap, it takes time, money and effort. I've done all of that for you. A single piece of information or a single action can change your whole life. Just think about the times in your life where your life took a dramatic turn after you had been given a piece of information or a small piece of knowledge. Have you noticed how some people seem to earn large amounts of money for doing very little, whilst others work extremely hard for a pittance?

The difference is the "RICH" have "INFORMATION" and "KNOWLEDGE".

Imagine starting your own business with minimal training, earning a profit from day one and getting paid on a weekly basis. *That's every self employed person's dream!* My **Drivers Manual** shows people how to do exactly what I've been doing for some time. This is the culmination of 24 years experience and not the ramblings of some poor dreamer who tells you how to make a million pounds a week. The difference is that I actually "DO" the job!

I've put a full training course in just one manual that will put you streets ahead of the beginner. Ask yourself, how many times do you get to benefit from over 24 years of some-one else's experience? And, as I have said, there is a huge amount of business out there; you've just got to know where to look.

So what can I teach you?  
 I will teach you *how to work effectively, how to make extra money with less mileage, who supplies the work, what sort of rates to expect* I will give you vital information and training, allowing you to start a new life free from the bonds of employment. No more sitting on trains, or attending a seemingly "never ending" series of meetings, or solving someone else's problems. Are you in a normal job? Well J.O.B. stands for, "Just over Broke" and that's just where your employer intends to keep you, unless you say different. My Drivers Manual goes one step further - it will show you how to make double what the average sub-contractor earns, where to find the best work, how to save money on fuel.

**You will get the benefits of 24 years professional sub-contract experience including:**

- How to start with little or no capital.*
- How to increase your profits by using your mobile phone or computer.*
- How to save 50% on your fuel bills (worth over £3000 per year).*
- Where to get cheap insurance.*
- How to get the best traffic information in the country, displayed on a screen in your vehicle for just £2 per week.*

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In addition, I will GIVE you a list of people that phone you, rather than the other way around and I will also GIVE you a number of websites that will send you driving work via text! I personally use one of these every day. I send the website a text telling them where I am and which town I'm heading for and they send me offers of driving work by text. I.e. packages that need collecting and delivering!



IF YOU CAN DRIVE, YOU CAN MAKE UP TO £20 PER DAY

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You will get all the information you need to make in excess of £200 per day by contacting the right people in the right way. Very few drivers know how to do this; in fact, I've only met two in 20 years and they both make well over £1400 a week!

So, there's no franchise fee, there's no government backed 'waste of time' training course, there is just one [Drivers Manual](#), and it's all you need. If you're a sub-contract driver already, I'll show you how to double, triple, even quadruple your profits overnight. Even if you choose not to be a sub-contract driver, the savings on your motoring expenses could be worth several thousand pounds alone.

There are many 'sub-contract drivers' out there, but very few who know how to make it pay. I'm one of those that do. I'm also one of the laziest people I know, but I still earn

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There are many 'sub-contract drivers' out there, but very few who know how to make it pay. I'm one of those that do. I'm also one of the laziest people I know, but I still earn more than the majority of my friends who seem to be permanently stressed out. I'm not overly intelligent or highly skilled, and I'm sure there's someone out there that can make a lot more money out of this than I have.

*It's not just what you know; it's who you know, or more importantly, who I know!*

You need to know exactly which companies to work for and how to contact them for work. I can walk into one of these specialist firms, show them a few pieces of paper and start work immediately. My Drivers Manual will save you a great deal of time and effort. It will get you earning big money straight away, usually within days, without making the mistakes that nearly all sub-contract drivers do, including me! Here are just a few of the testimonials that have been received. -

*Excellent guide, thanks for the 'heads up' on what is the best business opportunity I've seen, started 2 months ago and have not looked back, cheers. D.M. NOTTS*

*As an ex cab driver, I could have been earning a lot more money (and saving) if I'd bought the book earlier than I did. V.L. LONDON*

*I was amazed that nobody worked like this before, it's so simple. Thank you. R.H.R. ABERDEEN*

*I am now working with 3 full-time contracts and am thinking of taking on another driver, £1831 last week, cheers Dave D.L. EXETER*

*Very suspicious at first, however completely convinced now, having received first monthly profits of £3800, and £4500 in the first 3 weeks of this month. I.P. LEEDS*

So how much would you expect to pay for a lifetime's experience and my efforts to put them down on paper? What's it worth to you?

As someone once said to me, how much would you pay for a shovel if you were digging for gold?

Well, what if I told you that this EXCLUSIVE information which is not available anywhere else is available to you for less than the equivalent of 80p a week for the next 12 months! Then that's it! Just 80p a week! If you're sceptical, then I'll stop you here, and would suggest that you don't order my Drivers Manual. BUT you don't need to take any chances because:

***I'm going to GIVE you a full 12 months NO QUIBBLE Money Back Guarantee!***

Yes I'll give you 12 months to prove me wrong, not 14 days or a month, I'll give you one whole year!

There are times in life when you just have to take a chance; ***this is not one of those times!***



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IF YOU CAN DRIVE, YOU CAN MAKE UP TO £20 PER DAY

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**Why are you charging for this information?**  
 Well, if I had been a chef who had taken 20 years to perfect a recipe you wouldn't expect to go to my restaurant and eat it for free, would you? My Drivers Manual has taken a lot of time and effort to put together. This is also the most cost effective way of teaching the trade, rather than setting up an expensive training course and would mean people having to travel long distances for what would be a one day course. This is one of the few businesses that you can start from scratch with minimal training. Basically it's a "Business in a book", that's it! No formal training, all the information you need.

PLEASE be aware that there are some poor imitations of this guide being advertised. **This is the original!** Just ask the publications in which I advertise and do NOT be fooled by cheap imitations.

Doubts...? We all have doubts, but ask yourself, "If I don't take advantage of this 100% fully refundable offer to discover the secret of making money on the road .... then what will I do...? How will I learn it...? And more importantly, when will I start?"

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*The opportunity is now. The product is here.  
 The only thing between you and success is YOU!*

For those of you who can see the way ahead, make a change in your life and start now by ordering my Drivers Manual. The manual normally retails at £99.95, but if you order within the next 7 days I will send you the complete guide for just £39.95!

That's less than the cost of a good night out. **You could make 20 times that in your first week!**

Can You Really Afford "NOT" To Invest In This Training Manual?

**CLICK HERE TO ORDER NOW!**

YOU CAN TAKE ACTION NOW OR WONDER FOREVER MORE!

**CLICK HERE TO ORDER NOW!**

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