



DRAFT 1.3 FOR CONSULTATION AND ADOPTION
HARARE, AUGUST 2026

ZIMBABWE E-HAILING ASSOCIATION

Code of Conduct

The Twelve Commitments of the Zimbabwe E-hailing Association



Part I: Application and Effect

- 1.1** This Code of Conduct (“the Code”) is made under Article 6 of the Constitution of the Zimbabwe E-hailing Association. It binds every member from the date of signature, by contract, ahead of and without waiting for formal regulation.
- 1.2** Each commitment in Part II takes effect for a member upon that member’s signature of this Code. Where a commitment references a government agency, the Association will approach that agency to operationalise the cooperation offered at the OPC stakeholders consultative meeting of August 2026.
- 1.3** The Code is enforced by the Compliance Committee under the ZEHA Disciplinary and Grievance Procedure. The sanctions ladder is: written warning; remediation plan with deadlines; financial penalty; published suspension from the Register; and published expulsion with notification to the

Office of the President and Cabinet and the Ministry of Transport and Infrastructural Development.

PAGE 1 OF 9

- 1.4** Nothing in this Code authorises or requires the coordination of prices, the allocation of markets or customers, or the exchange of competitively sensitive information. The Code standardises safety, compliance and conduct, never commercial strategy, and shall be interpreted in conformity with the Competition Act [Chapter 14:28].
- 1.5** Institutional governance and independent enforcement are separate. The Founding President, Founder Nominees, Executive Board, Secretariat and Founding General Counsel may not direct, reverse, delay or privately influence a Compliance Committee, Appeal Panel or Ombudsman determination. Founding General Counsel may advise on general procedure where no conflict exists but may not sit in, represent a party before, or act as legal adviser to an Independent Function.

Part II: The Twelve Commitments

Commitment 1: Registration and the public register (§6.1)

- 2.1.1** Members maintain their registration against the published criteria of their category as continuing conditions of membership, and keep the particulars they supply for the Register current, notifying the Secretariat of any material change within fourteen days.
- 2.1.2** The Association maintains and publishes the register of Category A and B members, showing corporate identity, responsible officers, tax registration status, data controller licence status, insurance arrangements and compliance standing.
- 2.1.3** Each Category A and Category B member is issued a ZEHA operator registration number on admission and is listed, with its compliance standing, on the Stakeholder Verification Dashboard under Commitment 2. Current ZIMRA tax clearance is a continuing condition of Category A and Category B membership. Operator registration fees are prescribed in the First Schedule (indicative, subject to verification: Category A, USD 500 per annum; Category B, USD 100 per annum).

Commitment 2: The Driver Verification Standard (§6.2)

PAGE 2 OF 9

- 2.2.1** Every Category A member applies the ZEHA Driver Verification Standard to every driver before activation and on a continuing basis:
- (a) **Identity.** National ID or valid passport verified against a live facial match at onboarding, with randomised periodic in-app re-verification; a mismatch suspends the account pending review.
 - (b) **Competence.** A valid driver's licence of the appropriate class held for not less than two years (or such other minimum period as the Standards Committee prescribes), with expiry tracked in-platform and auto-suspension on expiry; and a Defensive Driving Certificate through the VID group training sessions, existing drivers completing within the transition window in Part III.
 - (c) **Character.** A ZRP police clearance certificate current at onboarding and renewed at least every twenty-four months; screening against the Shared Safety Registry before activation. Disqualifying convictions are those listed in the Annexure to the Disciplinary Procedure, applied with proportionality and rehabilitation provisions.
 - (d) **Vehicle.** CVR registration verified against the declared owner; a current certificate of fitness; current ZINARA licensing; and verified passenger liability insurance before the vehicle carries its first passenger, tracked to expiry.
 - (e) **Continuing conduct.** Ratings monitoring, incident review, and re-verification triggered by complaints or anomalies; a signed Driver Code of Conduct before activation.
- 2.2.2** Members keep driver verification records per the retention period in the Disciplinary Procedure and make them available for audit by the Compliance Committee, and to law enforcement upon lawful request, in the prescribed format.
- 2.2.3** The ZEHA ID. Upon completion of the Driver Verification Standard, and on confirmation of (a) a valid driver's licence of the appropriate class, (b) identity verified with the police through a current ZRP police clearance, (c) a ZIMRA Taxpayer Identification Number (TIN) in the driver's own name, and (d) the driver's declared platform or platforms, the Association issues the driver a ZEHA ID: a unique registration number carried as a

card and a digital credential. The ID lapses automatically when any underlying document expires, and is suspended or withdrawn only under the Disciplinary Procedure. Drivers carry the ZEHA ID on every trip and produce it on lawful request. Members notify the Secretariat of any event affecting a driver's standing within seven days so the Dashboard remains current. Issuance and renewal fees are prescribed in the First Schedule to the Constitution (indicative, subject to verification: USD 10 issuance; USD 20 annual renewal).

2.2.4 The Association operates a Stakeholder Verification Dashboard, availed through protected access to all stakeholders: government, law enforcement, local authorities, regulators, insurers and member platforms. Entry of a ZEHA ID or operator registration number returns the holder's standing — current, suspended, lapsed or not found — with the validity dates of the underlying documents. The Dashboard discloses the minimum necessary for the enquiry, logs every lookup, and operates in full compliance with the Cyber and Data Protection Act [Chapter 12:07].

2.2.5 Provincial zones. Every driver selects one primary Operating Zone corresponding exactly to one of Zimbabwe's ten provinces. It is the administrative and reporting base, not an allocation of customers. Cross-boundary passenger drop-offs remain permitted, and zone changes use a controlled update.

2.2.6 Intercity status. A supplementary endorsement permits a primary-zone driver to accept pre-booked inter-province trips. Exclusive intercity registration requires a home province and permits only pre-booked intercity work and necessary first/last legs. Platforms display, enforce and report the status monthly.

Commitment 3: Vehicle and insurance standards (§6.3)

2.3.1 Minimum vehicle standards on member platforms: current CVR registration in the name of the declared owner; a valid certificate of fitness renewed on the statutory cycle; current ZINARA licensing; and insurance that includes passenger liability cover appropriate to fare-carrying use, not merely private third-party cover.

2.3.2 The Association will negotiate group insurance facilities with Category D insurance members and publish the minimum benefit schedule, so that compliant cover is affordable at driver level.

Commitment 4: Passenger safety features (§6.4)

PAGE 4 OF 9

- 2.4.1 Every Category A member provides, as a condition of membership: pre-trip disclosure to the passenger of the driver's name and photograph, the vehicle make, model and registration number, and the estimated fare; an in-app SOS function; live trip sharing with a contact of the passenger's choice; two-way ratings; and an incident reporting channel.
- 2.4.2 Members participate in the shared incident response line, staffed during operating hours and migrating to twenty-four hour coverage as membership funds allow.

Commitment 5: The Shared Safety Registry (§6.5)

- 2.5.1 Every Category A member checks the Shared Safety Registry before activating any driver, and reports to it every deregistration for a defined serious misconduct category within seven days of the deregistration becoming final.
- 2.5.2 Serious misconduct categories are: violence or assault against a passenger or other person in connection with a trip; sexual misconduct; theft or robbery; operating under the influence of alcohol or drugs; dangerous driving causing death or serious injury; identity fraud or account sharing; and such further categories as the Standards Committee defines and publishes.
- 2.5.3 Listing follows due process: written notification to the driver, a right to be heard before the Compliance Committee, defined listing periods proportionate to the conduct, and a rehabilitation pathway, all as prescribed in the Disciplinary Procedure. Registry data is processed in full compliance with the Cyber and Data Protection Act [Chapter 12:07], with POTRAZ consulted on the Registry design before launch.

Commitment 6: Data protection (§6.6)

- 2.6.1 Every Category A member: holds a current POTRAZ data controller licence under SI 155 of 2024, renewed within the prescribed window; appoints a certified Data Protection Officer notified to POTRAZ, with the DPO's identity and contact channel published to users; maintains a breach response protocol reporting qualifying breaches to POTRAZ within twenty-four hours of awareness and notifying affected data subjects within seventy-two hours where the breach poses high risk; conducts data

protection impact assessments for new processing of biometric or location data; applies privacy by design; processes children's data only with verified guardian consent; and hosts or mirrors the personal data of Zimbabwean users within Zimbabwe or under arrangements approved by POTRAZ.

- 2.6.2** A lapsed data controller licence is an automatic suspension event under Article 12.4 of the Constitution.

Commitment 7: Tax and fiscal cooperation (§6.7)

- 2.7.1** Members maintain the tax registrations, clearances and returns required for their own operations. Non-resident electronic-service suppliers comply with VAT Act section 13A and applicable digital-services withholding rules. Local suppliers comply with ordinary applicable tax heads and are not described as attracting digital-services withholding where the law does not do so.
- 2.7.2** Members provide drivers with monthly earnings and tax statements, support ZIMRA education and pilot driver-level withholding only under a written ZIMRA and Treasury framework identifying legal basis, rate, taxpayer credit, remittance deadline and correction process. FDMS integration occurs where legally applicable and approved.
- 2.7.3** ZEHA includes aggregate gross trip value, tax-compliance indicators and tax or withholding remitted in its monthly Government dashboard, reconciles corrections and publishes an annual sector-transparency report.

Commitment 8: Fare transparency and consumer protection (§6.8)

- 2.8.1** Consistent with the Consumer Protection Act [Chapter 14:44], every Category A member provides: an upfront fare estimate before the passenger commits; an electronic receipt after every trip showing the fare, date, route and driver; a published refunds and adjustments policy; and a complaints procedure that acknowledges within forty-eight hours and resolves or escalates within fourteen days. Surge or negotiated pricing mechanisms are disclosed as such before booking.
- 2.8.2** An unresolved complaint escalates to the ZEHA Ombudsman, who first attempts conciliation and aims to issue a reasoned outcome within

twenty-one days of a complete file. Determinations bind members within the published contractual threshold. The mechanism supports section 6 of the Consumer Protection Act [Chapter 14:44] but does not exclude rights under sections 33 and 65 to approach the Commission, a designated organisation or a court.

- 2.8.3** ZEHA maintains a public complaints channel. Complaints follow the platform process, then the Ombudsman or Disciplinary Procedure as appropriate. No retaliation is permitted. A safety emergency is referred immediately to emergency services or law enforcement and is not delayed by the ordinary timetable.

Commitment 9: Driver welfare minimums (§6.9)

- 2.9.1** Members provide: personal accident cover for drivers while on trip, procured at platform or group level; deactivation only for cause, with written reasons, a right of reply and an appeal to the Compliance Committee; transparent earnings statements showing gross fare, commission and net; and commission rates published to drivers in advance and never varied retroactively.
- 2.9.2** Members cooperate with NSSA on a practical pathway for voluntary social security registration of gig drivers, and support the constitution and operation of the Drivers Council.

Commitment 10: The Ombudsman (§6.10)

- 2.10.1** Members submit contractually to the Ombudsman, cooperate with conciliation and investigations, give effect to binding outcomes within thirty days, preserve evidence and never victimise a passenger or driver for complaining or exercising a statutory right.

Commitment 11: Reporting and data sharing with government (§6.11)

- 2.11.1** Members supply prescribed aggregates every month in time for ZEHA to deliver the preceding month's Government dashboard by the tenth business day. Data covers registrations by provincial zone and intercity status, trips and gross trip value, active verified drivers, vehicle fitness, incidents, complaints and resolution, compliance action, tax indicators and aggregate driver welfare. No passenger identity, individual route or

unnecessary driver data is disclosed outside lawful process. The dashboard complements statutory returns.

PAGE 7 OF 9

Commitment 12: Enforcement and the ZEHA Registered mark (§6.12)

- 2.12.1** Members submit to the jurisdiction of the Compliance Committee and the sanctions ladder, participate in the annual compliance audit, and display the ZEHA Registered mark only while in good standing and in the manner prescribed by the Executive Board.
- 2.12.2** Members conduct themselves with honesty and dignity in the sector: no member shall knowingly onboard a driver listed unresolved on the Shared Safety Registry, misrepresent its compliance standing, or bring the Association into disrepute.

Part III: Transition for Existing Drivers

- 3.1** Drivers active when a member signs this Code may continue while completing: identity and Registry screening within thirty days; primary-zone selection and intercity status within sixty days; police clearance, ZIMRA TIN and vehicle standards within ninety days; and the Defensive Driving Certificate within one hundred and eighty days. Safety-critical suspensions are not postponed.
- 3.2** The Standards Committee may extend a window for the sector where a dependency on a government agency (training capacity, clearance turnaround) makes compliance impossible within the window, and shall publish any extension.

Part IV: Execution

Signed for and on behalf of the member by its authorised signatory (Category A members: a director), whereupon the member adopts this Code and the governance arrangements in the Constitution, including the Founder Stewardship provisions and the independent enforcement safeguards, and submits by contract to the Compliance Committee, the Ombudsman and the Disciplinary Procedure.

Member name	
Category	A / B / C / D
Registration number (assigned by Secretariat)	ZEHA-___-_____
Authorised signatory: name and capacity	
Signature	
Date and place	
For the Association (Secretariat)	

Annexure: The Driver Code of Conduct

Accepted in writing by every driver-partner before activation on any member platform. This Annexure forms part of the Code.

As a ZEHA driver-partner, I commit to:

D1 Drive only on my own verified account. I will never share, lend or sell my account, and I will complete facial re-verification whenever prompted.

D2 Keep my documents and ZEHA record current, including my driver's licence, police clearance, medical certification where required, vehicle fitness, ZINARA licensing, insurance, ZIMRA TIN, primary operating zone and intercity status; carry my ZEHA ID and produce it on lawful request.

D3 Put safety first: obey the Road Traffic Act and speed limits, never drive under the influence of alcohol or drugs, take rest breaks, and keep my vehicle roadworthy and clean.

D4 Treat every passenger with courtesy and respect, without discrimination, harassment or violence of any kind.

D5 Follow the app: accept the fare shown, use the routes and receipts of the platform, and never solicit off-platform payment for a platform trip.

D6 Protect passenger privacy: never contact a passenger after a trip for non-trip purposes, and never disclose trip information except on lawful request.

D7 Report incidents promptly through the platform's incident channel, and cooperate honestly with reviews, the Compliance Committee and lawful investigations.

D8 Accept the Shared Safety Registry: I understand that deregistration for serious misconduct is reported to the Registry, with my right to be heard, defined listing periods and a rehabilitation pathway.

D9 Meet my tax obligations as they apply to me under my own ZIMRA TIN, and attend the ZIMRA education workshops made available to me.

D10 Uphold the reputation of the sector: I carry the ZEHA standard with every trip.

Breach of this Driver Code is handled under the platform's published deactivation policy, with written reasons, a right of reply and an appeal to the ZEHA Compliance Committee.

Driver acceptance and acknowledgement

DRIVER DETAILS	TO BE COMPLETED
Driver full name	
National ID / passport number	
Platform(s)	
Signature (or in-app acceptance reference)	
Date	

END OF CODE OF CONDUCT

DRAFT 1.3 FOR CONSULTATION AND ADOPTION