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Social and Labour Rights in Context of Platform Employment: the Case of Passenger Transportation by Private Taxi

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Abstract

The digitalization of the economy has given rise to fundamentally new forms of labor and employment organization, among that are platform employment and self-employment. The lack of legislative definitions and full-fledged regulation of these phenomena actualize distinguishing of labor and civil law relations. Also the consideration of the legal status of platform employees and self-employed individuals, determination of the need to provide them with social and labor rights and guarantees. Especially considering the existence of different types of platforms and special regulation in certain areas of activity. The article examines these issues on the example of regulating passenger and baggage transportation by passenger taxi. The authors analyze the directions of regulation of non-standard forms of employment and models of regulation of platform employment and self-employment that have developed in world practice. Also, the regulation of non-standard forms of employment proposed by the Russian legislator and the existing regulation of the platform economy and passenger and baggage transportation by passenger taxi. The authors come to several conclusions. First, the legislator's choice of a model for the existing regula-

tion based on the entrepreneurial nature of the activities of self-employed carriers and other platform employees. Secondly, the legislator's awareness of the need to provide these and other individuals with non-standard employment with certain social and labor rights and guarantees. Thirdly, about the possibility of future differentiation of regulation by introducing the category of «dependent self-employed».

Keywords

platform employment; self-employed citizens; Tax on Professional Income; passenger taxi transportation; owner of aggregator of information about goods (services); responsibility in the field of passenger taxi transportation.

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Introduction

The digitalisation of the economy has led to the emergence of new forms of work and employment. Among these, platform employment occupies a prominent place. This involves indirect interaction between service providers and customers through digital platforms that act as market organisers and aggregators of demand and supply. This phenomenon poses a challenge to traditional labour and civil-law models, requiring legal adaptation.

An important step towards legitimising flexible forms of economic activity in Russia appeared to be introduction of a provision into Paragraph 2, Clause 1 of Article 23 of the Civil Code of the Russian Federation (hereinafter — CC), that allows certain types of entrepreneurial activity to be carried out without state registration as a self-employed entrepreneur under certain conditions. Pursuant to this legal provision, Federal Law No. 422-FZ "On the Experiment to Establish a Special Tax Regime: Professional Income Tax" (hereinafter[1] — Law on PIT) was approved 27 November 2018.

As the law permits entrepreneurial activity without state registration as a self-employed entrepreneur and as there is no legal concept of a

[1] SPS ConsultantPlus

"self-employed individual", a new category of business entities with an uncertain legal status and ambiguous classification of their activities has emerged.

A self-employed individual is not a hired worker, which is the defining feature of self-employment. They cannot hire workers or engage third parties to fulfil their obligations under civil contracts. There are also restrictions on the types of activities in which PIT can be applied, and a cap on the amount of income that is taxable under PIT (2.4 million RUB per calendar year)[2].

This taxation scheme cannot be applied to activities where registration as a self-employed entrepreneur is mandatory under federal law (Part 6, Article 2 of the Law on PIT). Until 2022 [3] these included taxi transport.

On the one hand, Law 580-FZ recognises the right of self-employed individuals to obtain a license to operate taxis as of 01 September 2023, alongside self-employed entrepreneurs and legal entities. This allows us to hypothesise that the Russian Federation Civil Code validly qualifies their activities as entrepreneurial. However, this raises questions about the specific nature of their activities and of the need to establish a special legal regime for them as part of taxi rules and regulations. This would include the need to grant them certain social and labour rights and guarantees.

In this regard, it would be useful to consider the details. How Law 580-FZ stipulates the admission of self-employed individuals to taxi services? This would allow to analyse how relations in this area are organised and determine whether the new regulation takes the specific nature of such persons' activities into account by establishing a special regime for self-employed individuals as opposed to other carriers and drivers working for hire. It is also important to analyse the distribution of liability between the parties involved in taxi services in order to determine the nature of self-employed individuals' work as carriers. After we have determined the Russian legislator' approach to regulating taxi traffic and examined global practices for regulating non-standard forms

[2] Part 7, Art. 2, Paragraphs 5, 8; Part 2 Art. 4, Law on PIT.

[3] Before entry into force of Federal Law No. 580-FZ of 29 December 2022 "On the Organisation of Passenger and Luggage Transport by Taxis in the Russian Federation, on Amendments to Certain Legislative Acts of the Russian Federation and on Recognition as No Longer Valid of Certain Provisions of Legislative Acts of the Russian Federation" (hereinafter — Law 580-FZ).

of employment, as well as models for regulating platform employment and self-employment, and have analysed the proposed regulation of non-standard forms of employment in the Russian law and the existing regulation of the platform economy, we would be able to conclude whether it is necessary and feasible to assign social and labour rights to self-employed carriers.

1. Obtaining a License for Taxi Service

Self-employed carriers must obtain a license for this activity[4] and work personally.[5] That is to say, they must simultaneously meet the requirements of both Article 11 of Law 580-FZ for carriers and Article 12 of the same Law for taxi drivers. Failure to meet the requirements for taxi drivers is grounds for refusal of a license for carrier operations (Para 3, Part 9 of Article 5 of the Law).

Compared to the previous regulation, the legislator has significantly increased the number of requirements for taxi drivers.[6] Essentially, it has established three categories of requirements for self-employed individuals, similar to those that exist for hired drivers and self-employed entrepreneurs in the transport industry. These categories are based on physical fitness, knowledge and legal obedience, and do not differentiate depending on the nature of the activity or the legal status of these individuals.

The legislator followed a slightly different approach in setting out the requirements for self-employed individuals acting as carriers. Like other carriers, a self-employed carrier independently complies with all legal requirements, unless they have assigned some of these to another party under a contract in the respective field (Parts 4 and 5 of Article 11 of the

[4] The license is granted by an authorised agency of the Russian Federation entity in whose territory the applicant resides (Part 1, Article 5 of Law No. 580-FZ). In Moscow, this is Department for Transport and Development of Road and Transport Infrastructure (para. 2.3.1 of the Administrative Regulation for the Provision of Moscow State Service, approved by Resolution of the Government of Moscow No. 1665-PP. 29 August 2023).

[5] If a self-employed person transfers the management of a vehicle to another person for the purpose of transport under a taxi charter contract, this constitutes grounds for revoking the license (Para 7, Part 4, Article 8 of the Law).

[6] Subpara 2, Part 16 of Art. 9 of law No. 69-FZ dated 21 April 2011 "On Amendments to Individual Legislative Acts of the Russian Federation" as amended 21 December 2021. On 01 September 2023, the article lost its validity.

Law). These other parties are primarily the taxi booking service, i.e. a self-employed entrepreneur or a legal entity authorised to receive orders for taxis from potential passengers and/or transfer them to potential carriers, with the subsequent conclusion of a public charter contract.

The legislator has made it mandatory for self-employed individuals to sign a contract with an Internet-based taxi booking service[7] in order to be admitted to transport passengers by taxi. Self-employed persons must conclude the contract before obtaining a license (Art. 20, Parts 2, 3 of the Law). The absence of a contract is grounds for suspending the license (Subpara 3, Part 1 of Art. 8 of the Law). When a contract with a self-employed person is terminated, the taxi booking service must notify the relevant authority (Subpara 14, Part 3 of Art. 19 of the Law).

Thus, the special feature of obtaining a license for self-employed persons to carry passengers and luggage in a taxi and entering this market is the use of a "technical intermediary" and the mandatory conclusion of an agreement with this intermediary. According to the explanatory note to the draft which became the Law, the legislator initially chose this model for the organisation of transport relations in order to entrust the taxi booking service with the responsibility of collecting and transmitting information on self-employed carriers to authorised agencies[8] or to relevant information registers[9]. At their discretion, the parties to such relationships can redistribute the duties of compliance with statutory requirements for carriers and the liability for failure to comply among themselves on the basis of a contract.

Unlike other carriers, self-employed individuals may see a greater reduction in the list of requirements they have to comply with, as these will be transferred to taxi booking services. Regarding the requirements that have not been transferred, the legislator does not allow self-employed carriers to comply with them as an act of goodwill, but enforces compliance by charging taxi booking services with the relevant obligations.

For example, the taxi booking service must not transfer orders to a self-employed individual if they do not meet the requirements set out in Law No. 580-FZ for taxi drivers regarding the completion of the motor

[7] Which means it is in actual fact an operator of a digital intermediary platform.

[8] Executive agencies of the Russian Federation entities that carry out regional state control (supervision) in the field of passenger and luggage transport by taxis.

[9] In particular, to the regional register of taxi carriers.

vehicle trip ticket[10] (if the booking service is entitled to receive notifications about such cases from the respective information systems) (Subpara 13, Part 8 of Art. 19). The taxi booking service must not transfer orders to a self-employed carrier if fulfilling the orders would result in a violation of the Government's requirements for the period in question.[11] This also applies if such information is not provided to the booking service or if information is received about the driver violating the aforementioned requirements (Subpara 3, Part 8).

On the basis of available monitoring data, the booking service must ensure compliance with the working hours, rest periods and driving times prescribed by federal legislation (Subpara 15, Part 3, Article 19). It must not transfer orders to a self-employed driver-carrier if they exceed the above norms. This Law demonstrates that the legislator takes into account the fact that self-employed individuals must work personally, and that the working routine of a self-employed carrier differs in certain respects from that of other carrier-entrepreneurs who have hired drivers.

At the same time, self-employed carriers are independent from the financial and organisational point of view, unlike drivers hired by carriers (e.g. they determine their working hours, with account for existing regulations), and they bear the risks associated with taxi operations.

With regard to financial independence, the legislator has stipulated that a self-employed individual does not have to own a vehicle suitable for taxi operations. Therefore, the legislator has set out that such an individual may receive a vehicle for this purpose from either a legal entity or another self-employed individual, on the basis of a contract for the transportation of passengers and baggage by taxi (Part 6, Article 5 of the Law).

The subject matter of the contract consists of five material conditions (Article 13). These include providing a car for use as a registered taxi, enabling the driver to undergo pre- and post-trip medical examinations

[10] Document used to record and control the operation of the vehicle and the driver (Subpara 14, Para 1, Art. 2 of Federal Law No. 259-FZ. 8 November 2007 "Charter of Road Transport and Urban Land Electric Transport").

[11] This is the time interval during which a taxi order is transferred from the taxi booking service to the taxi driver. This must be within the working hours, rest time, and vehicle driving time limits established by the Russian Federation Government (Government Decree No. 872 of 30 May 2023 "On the Approval of Requirements for the Period of Transfer of Taxi Booking Orders from Taxi Booking Services to Taxi Carrier Services").

and pre-trip inspections of the taxicab's technical condition, and providing car maintenance and repair services. The customer must notify the authorised agency or the regional information system of the transfer of a taxi for use by the individual in question, as well as the period of such transfer. Furthermore, the customer must notify the regional information system if, in their capacity as a taxi driver, they have taken advantage of the opportunity to undergo a medical examination or have the technical condition of the car checked, or if they have omitted this opportunity.

Failure to meet the latter three conditions by the person in question is grounds for excluding vehicle information from the regional register of taxis (Part 5, Article 10).

It is noteworthy the law does not provide a detailed regulatory mechanism for contracts for the provision of taxi services or for taxi booking services. This may result in difficulties when selecting applicable legal norms. Probably, one must agree with V.V. Toschchenko that "the question of the legal classification of a taxi contract under a car rental agreement is highly relevant," [12] and that "qualifying it exclusively as a contract for the provision of paid services would enable the application of provisions relating to a unilateral refusal to provide services and to cases where the contract cannot be performed." He also states that "at present, there is every reason to speak of the mixed nature of the contract that contains elements of a rental contract and a contract for the provision of paid services" [Toschchenko V. V., 2023: 16–19].

Insufficient regulation of these contracts will not solve practical issues, such as taxis not arriving or arriving late, or access to the taxi booking service being suspended when a driver's rating falls below a certain level. [13] Moreover, it may also result in new problems relating to applicable law when disputes over these contracts are adjudicated in court.

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[12] He is referring to the application of the rules regarding the lessor's liability for defects in the leased property; for breach of duty to warn about third-party rights in the property; of the rules on early termination of the contract, extension of the contract, and exercise of the priority right to conclude the contract for a new term.

[13] In practice, courts predominantly support taxi booking services, citing their right to control service provision under the contract. Examples include the Appeal Ruling of the Moscow City Court of 24 August 2021 in case No. 33-33780/2021, and Ruling of the Second Court of Cassation of General Jurisdiction of 15 February 2022 in case No. 88-681/2022. The grounds for restricting access to the taxi service and for terminating the contract with the booking service should probably be regulated by law.

At present time, of course it is difficult to predict the scale of this because, on the one hand, self-employed entrepreneurs and legal entities for whom this activity will be either their main or additional business in relation to taxi transport will be able to conclude a contract for the provision of taxi services.[14] However, due to the absence of a statutory ban, self-employed individuals will still have the opportunity to enter into other contracts for the temporary use and operation of vehicles for use as taxis, including contracts with individuals, as was the case before the Law came into force.

Therefore the legislator permits various options for establishing the property base for the activities of self-employed carriers. At the same time, receiving property for use in a taxi service from professional entrepreneurs entails, by analogy with taxi booking services, imposing on these persons the fulfilment of requirements originally intended by the legislator for self-employed carriers. The possibility of transferring the fulfilment of legal requirements to other parties distinguishes the regime governing the activities of self-employed persons from that governing other carriers.

Another distinguishing factor is the validity period of the license required to carry out this activity. According to Law No. 580-FZ, individuals are granted a license for a period of five years, unless they specify a shorter period in their application (Part 4, Article 5). Legal entities and self-employed entrepreneurs are granted permission for a period established by a regulatory act of the federal constituent entity, but not for less than five years. Self-employed individuals have the right to choose the validity period of the license on condition that they personally drive the taxi and that the PIT regime itself and the activities carried out under it are experimental in nature.

The introduction of a special legal regime for self-employed carriers neither refutes nor confirms the hypothesis that the activities of self-employed persons can be classified as entrepreneurial under the Civil Code. Therefore, there is an urgent need to analyse the nature of their activities and legal status in order to determine their liability and identify how these activities relate to the liability of other participants in taxi transportation.

[14] The ruling of the Fourth Court of Cassation of General Jurisdiction of 21 May 2024 in case No. 88-15341/2024 indicates that such agreements are concluded.

2. Distribution of Responsibility among the Parties

So, Law No. 580-FZ does not explicitly define taxi passenger transportation as a form of self-employment. However, by prohibiting unlicensed individuals from carrying out this activity, the law makes it clear that transporting passengers and luggage by a vehicle for hire may constitute a business activity (Part 7 of Article 3).[15] The same provision also prohibits disseminating information offering transportation without a valid license, except for on-request transportation and other cases provided for by federal law. Booking services are obliged to check the register of carriers and the register of taxis daily for information on licenses, as well as for suspensions and cancellations (Subpara 7, Part 3 of Article 19). The law stipulates that booking services can only offer orders to individuals who hold a licence.

The issue of transporting passengers and luggage by unlicensed taxicabs is closely linked to the question of liability for harm caused to passengers during such transportation. Essentially, it comes down to distributing liability between drivers, carriers and taxi booking services. The grounds for the latter's liability and the limits of such liability must also be considered.

As early as 2018, the Judicial Panel for Civil Cases of the Supreme Court of the Russian Federation has ruled in Ruling No. 5-KG17-220 of 9 January 2018 that a taxi booking service could be held liable as a provider of passenger search services. According to Paragraph 1 of Article 1005 of the Russian Federation Civil Code, "in a transaction between an agent and a third party on behalf of and at the expense of the principal, the agent becomes liable, even if the principal was named in the transaction or entered into direct relations with the third party for the performance of this transaction." [16]

The panel reached this decision despite the fact that the driver was in employment of a self-employed entrepreneur who was the carrier and owner of the vehicle. The owner worked with the booking service under an information services agreement, whereby the customer-carrier was

[15] Starting from 1 September 2024, Article 5 of Federal Law No. 259-FZ of 08 November 2007 "Charter of Motor Transport and Urban Land Electric Transport," explicitly classifies the transportation of passengers and luggage by taxis as a type of entrepreneurial activity.

[16] That is, the party to an agency agreement that instructs the other party (the agent) to perform legal and other actions.

liable for any damage caused to third parties during with the transportation of clients. The court ruled that entering into a relationship with the principal's employee (the taxi driver) or having the ability to obtain information about the principal did not affect the agent's obligations who entered into a relationship with a third party on their own. Consequently, the driver, the carrier and the taxi booking service were held liable and were to pay compensation for moral damage and reimbursement of funeral expenses to the relatives of the deceased passenger.

In holding the ordering service liable, the court took into account that its main activity, as stated in the organisation's charter and in the information from the consumer protection service and the social insurance fund, was to provide taxi services alongside information services. The court also considered the company's advertising materials promoting taxi services, as well as a screenshot of a text message sent by the company to the customer's mobile phone indicating the price of the service and thanking them for using it. The plaintiffs believed that, by offering taxi services and accepting orders, the booking service was acting on its own behalf.

The above position (albeit without reference to Article 1005 of the Civil Code) was afterwards developed in Para 18 of Resolution No. 26 of the Plenum of the Supreme Court of the Russian Federation of 26 June 2018 "On Issues Concerning the Application of Legislation on Contracts for the Carriage of Goods, Passengers and Luggage by Road and on Contracts for Freight Forwarding." The essence of this position is as follows: the taxi booking service is liable to the passenger for any damage caused if a contract of carriage is concluded on its behalf, or if a good-faith individual customer might have been led to believe, through advertising signboards, information on the website, or correspondence between the parties when concluding the contract, for example, that the contract of carriage is being concluded directly with this service and that the actual carrier is an employee of, or a third party engaged by, this service to perform carriage obligations. Thus, the conditions for holding taxi booking services liable have been clarified by the explanations provided by the Supreme Court.

Almost immediately after the explanations were published, amendments were made to the Consumer Protection Law[17] that introduced the

[17] Federal Law No. 250-FZ of July 2018 "On Amendments to the Law of the Russian Federation "On Protection of Consumer Rights" (hereinafter — Consumer Protection Law).

concept of an "aggregator of information about goods and services." The changes established the obligation of the owner of an aggregator to provide consumers with information about themselves and the seller of the goods, and also stipulated how responsibility for inaccurate information about goods and services would be distributed between them. According to the Consumer Protection Law, the owner of an information aggregator[18] is not liable for losses incurred by a consumer as a result of providing inaccurate or incomplete product (service) information, provided they do not alter the information provided by the seller (contractor) and included in the contract offer. It is the seller (contractor) who is responsible for performing the contract and complying with consumer rights, not the owner of the information aggregator, unless otherwise stipulated in their agreement or arising from the nature of their relationship.

The introduction of these provisions led courts to consider recognising taxi booking services as information aggregators. Until around mid-2022, courts ruled that booking services should be held administratively liable under Part 2, Article 14.7 of the Code of Administrative Offences of the Russian Federation (CAO) for misleading consumers about the quality and safety of transport services by failing to inform them whether or not a driver had a licence for taxi operations.[19] However, in several rulings in Autumn 2022, the courts did not recognise booking services

[18] The Consumer Protection Law defines an "information aggregator" as an organisation, regardless of its legal form, or a self-employed entrepreneur who owns computer software and/or a website and/or an Internet page, and who provides consumers with the opportunity to familiarise themselves simultaneously with the seller's (contractor's) offer to conclude a contract for the sale of a specific product (service) (contract for the provision of services for remuneration), conclude a contract of sale (contract for the provision of services for remuneration) with the seller (contractor), and make an advance payment for the specified goods (services) by cash payment or transfer of funds to the owner of the aggregator, in accordance with applicable non-cash payments methods (Paragraph 13 of the preamble to the Consumer Protection Law). From 1 October 2026, the operator of an intermediary digital platform will be equated with an information aggregator for the purposes of this Law.

[19] Ruling of the Arbitration Court of the East Siberian District of 02.03.2020 F02-443/2020 in case No. A10-4822/2019; Arbitration Court Ruling of the North-West Federal District of 17 June 2020 No. F07-6188/2020 in case No. A56-111312/2019; Arbitration Court of the East-Siberia District of 26 January 2021 No. F02-6845/2020 in case No. A10-2634/2020; Arbitration Court Ruling of the Far-East District of 22 September 2021 No. F03-4427/2021 in case No. A73-16600/2020; Arbitration Court of the Central District of 23 December 2021 No. F10-5703/2021 in case No. A68-2686/2021; Ruling of the 9th Arbitration Court of Appeal of 1 June 2022 No. 09AP-24510/2022-GK in case No. A40-285054/2021.

as owners of information aggregators or as entities liable under Part 2 of Article 14.7 and Part 1 of Article 14.8 of the CAO.[20] According to the decision of the Moscow District Court of Appeal, "the company does not meet the definition of an information aggregator, since the mobile application does not allow to effect advance payments; does not allow carriers to post offers to conclude charter contracts; or contractors/consumers to conclude contracts for the provision of paid services (of transportation)".[21]

However, the Supreme Court has disagreed with the lower courts' position in the absence of changes to the Code of Administrative Offences and the establishment of liability for booking services that transfer orders to persons without a transport license. The Court assumes that the booking service, "by informing the public about the possibility of obtaining the service, by accepting the relevant applications, by forming a database of these applications, and by notifying consumers of the receipt of applications from carriers, creates the impression among consumers that the service of transporting passengers and luggage in a taxi will be provided by a person authorised to carry out such activities."[22] Thus, failure to inform consumers that the service may be provided by someone without the necessary licenses required to carry out this type of activity constitutes grounds for liability under Part 2 of Article 14.7 of the Code. The Supreme Court holds that lower courts must establish whether the company has the status of an aggregator of information about goods and services.[23]

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[20] Ruling of the Moscow Region Arbitration Court of 31 October 2022 No. F05-26986/2022 in case No. A40-37711/2022 (repealed), Ruling of the 9th Arbitration Court of Appeal of 14 November 2022 No. 09АП-61837/2022 in case No. A40-94657/2022 (repealed).

[21] Ruling of the Moscow Region Arbitration Court of 14 February 2023 No. F05-839/2023 in Case No. A40-94657/2022 (The ruling was overturned by Ruling No. 305-ES23-8620 of the Judicial Panel on Economic Disputes of the Supreme Court of Russia of 30 August 2023 in case No. A40-94657/2022).

[22] Ruling of the Moscow Region Arbitration Court of 31 May 2023 No. A40-37711/2022, and No. 305-ES23-8620 of 27 July 2023 in Case No. A40-94657/2022.

[23] Ruling of the Judicial Panel on Economic Disputes of the Supreme Court of Russia of 13 July 2023 No. 305-ES22-29622 in case No. A40-37711/2022, of 30 August 2023 No. 305-ES23-8620 in case No. A40-94657/2022. Lower courts began to follow this position when reconsidering these cases (Ruling of the 9th Arbitration Court of Appeal of 25 April 2024 No. 09AP-6572/2024 in case No. A40-37711/2022, dated 21 May 2024 No. 09AP-5451/2024 in case No. A40-94657/2022).

There are several underlying reasons for the different ways to classifying taxi booking services as owners of information aggregator. Firstly, due to freedom of contract, owners of information aggregators can choose how to build relationships with sellers of goods (service providers) and their buyers (customers). Many scholars have noted it [Ivanov A.A., 2017: 145–156]; [Belov V.A., 2022: 68 –82]. This is not confined to taxi booking services. As A.A. Ananyeva writes, "Various forms of interaction between services and direct carriers may be in demand and relevant. There is no point in limiting such forms of interaction as long as passengers' right to receive reliable information about direct operators is not violated, and different service models are not confused" [Ananyeva A.A., 2020: 20–23]. One more researcher, L.V. Kuznetsova notes that, in practice, booking services have adopted a model of providing information services — that is to say, the role of "intermediaries in the economic sense"– whereby they "create only the technical possibility of placing information and concluding a transaction, but do not participate in it as a party, agent, commission agent or representative" [Kuznetsova L.V., 2019: 39–65]. Ultimately, neither the Supreme Court nor the legislature have agreed to this attempt to be absolved of responsibility. Scholars researching legal doctrine continue to analyse the legal nature of the relationship between taxi booking services and carriers [Skvarko U.A., 2024: 51–55].

Secondly, the concept of an "information aggregator" complicates the qualification process because it requires all characteristics to be present simultaneously. Due to its universality, it does not take into account the specifics of placing orders for taxi transportation. For example, S.M. Mironova and D.I. Kozhemyakin point out that, unlike commodity aggregators, "consumers do not choose the driver who will provide them with the service; in many respects, therefore, the aggregator determines the terms of the contract" [Mironova S.M., Kozhemyakin D.I., 2022: 11–18].

Thirdly, linking the liability of the aggregator owner to the communication of inappropriate information reduces the qualification's relevance. Prior to the entry into force of Federal Law No. 580-FZ, and before the Supreme Court of Russia had stated its position, some lower courts ruled that, in the absence of a legally established obligation or technical capability for booking services to verify the existence of a license for taxi operations, the services could not be accused of providing passengers with inaccurate, incomplete or misleading information.

Finally, the absence of a unified doctrinal opinion covering the possibility of holding them liable to consumers prevents from qualifying them

as owners of information aggregators. L.V. Kuznetsova believes that "attempting to shift all or part of the liability for transactions carried out by users of relevant internet services/platforms to e-commerce aggregators is the wrong approach" [Kuznetsova L.V., 2019: 39–65]. E.D. Suvorov believes that "there are sufficient arguments in favour of the aggregator owner's liability to the consumer." In his opinion, "the question of what model such liability should be based on—in addition to the liability of the goods owner under the surety model or the liability of the aggregator as a party to the contract—should be the subject of a separate study" [Suvorov E.D., 2019: 57–67]. Even before its approval, V.A. Belov analysed the provisions of the draft European Union Directive on Online Intermediary Platforms and has concluded that "establishing joint and several liability for platform operators for obligations arising from contracts concluded between suppliers and customers is, in a number of cases, a highly justified and adequate legal solution, which is confirmed by foreign and domestic case law" [Belov V.A., 2022: 116–125].

In general, a self-employed individual acting as a carrier is solely liable for any damage to a passenger's life, health or property during transportation by taxi (Part 1, Article 29 of the Law). However, exceptions to this rule apply when other parties to the carriage relationship are liable to the passenger.

3. Liability of other Parties in the Field

3.1. Liability of the taxi booking service

The taxi booking service is fully liable for any harm caused to the passenger if they were not properly informed of the carrier's name. This is consistent with the Supreme Court's approach to holding the booking service liable for a passenger's honest mistake about the carrier's identity. If the booking service fails to provide the passenger with this information, the carrier is presumed to be bound by the contract with the booking service. In this case, the self-employed carrier shall not be liable for any damage caused.

The taxi booking service is jointly liable for any damage caused by an unlicensed driver or in the event of a licence being suspended or cancelled. The booking service is not liable if it is unable to obtain information about changes in the regional register of taxi carriers, or if the authorised body fails to transfer this information to the taxi service in machine-readable form more than one day before the damage occurred

during transportation. By imposing joint liability, the legislator has reinforced the service's obligation to verify the existence of transport licences and to enforce the prohibition on transport for persons who do not hold one. The legislator's logic is clear: passengers have the right to safe, high-quality transportation for themselves and their luggage provided by a professional with the appropriate licence.[24] If they suffer any damage, they can claim compensation from the person who failed to provide them with such transportation.

The booking service bears subsidiary liability for any shortfall in compensation for actual damage to passengers, where this is not covered by the insurance pay-out for compulsory civil liability of carriers or vehicle owners under the relevant legislation. A compulsory vehicle owners' civil liability insurance contract for taxi transport is a mandatory requirement for the carrier. Additionally, Law No. 580-FZ mentions compulsory insurance agreements that cover the civil liability of carriers for harm caused to the life, health or property of passengers. (Subpara 10, Part 1 of Art, Subpara 2. Part 1, Subpara. 6 Part 4 of Art. 8 of Law No. 580-FZ).

Law No. 67-FZ has began to apply to taxi services on 1 September 2024.[25] Within 60 days of this date, carriers were required to take out compulsory third-party motor liability insurance for each vehicle listed in the regional register of taxis, and submit details to the authorised executive authority of the constituent entity.[26] Failing this, the licence will be suspended and then revoked within the legally established timeframe.

Neither the conclusion nor the subsequent termination of the contract shall release the insurer from the obligation to pay insurance compensation for insured events that occurred during the contract's term.[27] The insurer shall be entitled to claim compensation from the carrier for

[24] However, Resolution No. 09AP-19630/2022 of the 9th Arbitration Court of Appeal of 11 May 2022 in case No. A40-263181/2021 states that "the mere fact that a carrier has a license does not guarantee the safety of passenger and luggage transportation services by taxi, since the procedure for issuing licenses does not include research and assessment of factors that directly affect the safety of transportation."

[25] Federal Law No. 67-FZ of 14 June 2012 "On Compulsory Insurance of Civil Liability of Carriers for Damage to the Life, Health and Property of Passengers and on the Procedure for Compensation for Such Damage Caused During the Carriage of Passengers by Metro" (hereinafter referred to as Law No. 67-FZ).

[26] Article 4 of Federal Law No. 278-FZ of 24 June 2023 "On Amendments to Certain Legislative Acts of the Russian Federation."

[27] Part 3 of Art. 9 of Law No. 67-FZ.

insurance payments made to the passenger in the event of an insured event occurring as a result of the self-employed carrier violating the work and rest regime, or using a car with technical faults for transportation, which is prohibited. The same applies when self-employed individuals carry out transport operations while their licence is suspended or when they do not have a taxi service contract. Similarly, self-employed individuals may not carry out transportation services outside the Russian Federation constituent entity in which they have obtained a license, except in cases provided for by Law No. 580-FZ.[28] According to researchers, this regulation will protect the interests of taxi passengers [Karimullina A.E., 2023: 13–16], while preventing self-employed carriers who do not comply with the requirements of this Law from shifting their liability for harming passengers to insurance companies.

It is important to note that establishing the joint and several liability of taxi booking services does not reduce the liability of the self-employed carrier. This is because Part 3 of Article 29 of Law No. 580-FZ allows a taxi booking service to claim the full amount paid from the carrier (who is responsible for causing harm to the passenger) by way of recourse. At the same time, the law allows the fault of the taxi service to be taken into account when determining the share that can be recovered from the carrier for causing harm to the passenger.

In accordance with the law, the booking service is liable for the transfer of orders in violation of the order transfer period established by the Decree of the Government of the Russian Federation. In this case, it seems that we should be talking about administrative liability, but the necessary elements are currently lacking.

3.2. Liability of the contractor under a contract for the provision of taxi services

This liability shall apply in the event of damage caused to a passenger when self-employed individual fails to notify the authorised body or the regional taxi information system about receiving a taxi for use and well as about the duration of such provision before the commencement of the carriage of passengers and luggage (Part 4 of Article 13 of Law No. 580-FZ). Essentially, if such notification is not provided, the taxi remains in the actual possession of its owner, which makes them the liable party.

[28] Art. 19 of Law No. 67-FZ.

Liability also arises from this person's failure to fulfil their obligations regarding the technical maintenance and upkeep of the taxi. Part 4 of Article 29 of the Law establishes the joint and several liability of the contractor, the self-employed carrier, and the taxi booking service for harm caused to passengers. This raises a number of questions: should this provision be considered special in relation to Part 4 of Article 13 of the Law, given that the latter refers not only to harm caused to passengers, but also to harm caused to third parties? Will liability be joint and several by default under the law, or will it depend on the terms and conditions of the contract?

Despite the lack of clarity in the provisions of the Law regarding liability for damage to passengers' lives, health or property during taxi transport, it can be concluded that liability is distributed quite reasonably between the parties involved. The fact that self-employed individuals are generally held fully liable for any harm caused to passengers supports the hypothesis that their activities are entrepreneurial in nature.

At the same time, the exclusively personal nature of their transport operations, the possible lack of their own property for this activity, and the provision of such property by a third party, the mandatory mediation of the taxi booking service between these individuals and their clients, as well as the possibility of transferring part of the mandatory requirements to other parties to the contract lead us to consider the social vulnerability of these individuals and the need to grant them certain social and labour rights and guarantees.

4. Regulation of Platform Employment and other Non-standard Forms of Employment

In practice across the world, there are two possible approaches to regulating non-standard forms of employment: Including persons with such employment in the scope of labour legislation; Addressing specific issues related to ensuring decent work for them [Golovina S.Yu., Serova A.V., 2022: 62–76].

The first approach essentially involves distinguishing between civil and labour law, and striking a balance between the two by analysing the features of the latter. In this connection, some researchers note that digitalisation and the increase in non-standard employment types have resulted in the need to revise the criteria for distinguishing between civil law relations and labour law relations, as stipulated by legislators and

formulated by courts.[29] In addition to conventional organisational dependence on the employer, the dependent nature of work should be determined by financial and informational dependence, or the asymmetry of the parties' economic opportunities [Chernykh N.V., 2023: 104–113].

The criteria mentioned are difficult to criticise with respect to taxi transportation, particularly when this activity becomes the only source of income for the self-employed person in the absence of employment, and when it is mandatory to enter into a contract with the booking service and impossible to influence the terms and conditions of the offer made by the service. The second approach is used in the case of non-standard employment, for example, in granting permission for such persons to establish trade unions, in regulating labour protection issues, and in addressing some other related aspects.

Based on the Labour Code norms, [30] the Russian legislator intends to incorporate non-standard employment types into the framework of labour law by establishing certain legal mechanisms that would guarantee certain rights for those employed under such types, e.g. the right to join a trade union. Unfortunately, the legislator's approach to determining the various types of non-standard employment has been rather unclear and inconsistent. In particular, it is difficult to ascertain which forms of employment fall within the remit of the general labour law provisions and other legislation containing labour law provisions.

The legislator goes on the premise that non-standard employment types are a system of social and labour relations that, for certain reasons, deviate from statutory work activities. This type of work activity has socially useful consequences and creates a public good. However, the parties involved are not in a formal employment relationship as there is no employment contract between the employee and the employer. The main criteria for defining non-standard employment types include the duration of working hours, relationships with employers who commission work or services (particularly those performed remotely or at home) and the form of relationship management. This includes employment

[29] De Stefano V. The Rise of the 'Just-in-Time Workforce': On-Demand Work, Crowd Work and Labour Protection in the 'Gig-Economy' . October 28, 2015. Bocconi Legal Studies Research Paper No. 2682602. Available at: URL: https://ssrn.com/abstract=2682602 (accessed: 20.09. 2025)

[30] Draft Federal Law No. 858157-8 "Labour Code of the Russian Federation" (version submitted to the State Duma in the wording as at 06 March 2025) (hereinafter: Draft Labour Code, the Draft) // Consultant Plus Legal Information System.

under a civil law contract and the application of the special taxation scheme, "Professional Income Tax", i.e. self-employment. The project also classifies platform employment as a form of non-standard employment. This is defined as the use of an online platform as an intermediary between service providers and consumers. The draft of the Russian Labour Code therefore clarifies that both self-employment and platform employment are considered non-standard forms of employment, and that the legislator is considering granting individuals in such employment certain social and labour rights and guarantees.

The doctrine describes three models of legal regulation of platform employment and self-employment in other countries [Golovina S.Yu., Serova A.V., 2022: 76]. The first model involves creating special legal solutions for platform workers, such as enabling them to recognise their relationship with the platform as an employment relationship in court, despite the civil law contract concluded between them. However, this approach has not been approved in the Russian legal system with regard to taxi transportation. In practice, there is a reclassification of the relationship between self-employed drivers, for the one part, and carriers-legal entities and self-employed entrepreneurs, for the other part, who provide them with taxis under civil law lease agreements, but who actually determine the conditions of their activities. Perhaps one should agree with N. E. Savenko's view that "the likelihood of reclassifying a civil law contract as an employment contract is much greater for a self-employed individual than for a platform worker" [Savenko N.E., 2024: 26–41]. This approach is not reflected in the draft generally permitting the reclassification of non-standard employment relationships based on civil law contracts as standard employment relationships. At the same time, it is advisable to specify the proposed regulation with regard to the possibility of reclassification, taking into account the regulation of the platform economy[31] and the organisation of passenger transport by taxi.

This regulatory model also enables platform workers to be classified as civil law subjects who are only subject to labour and social legislation to a limited extent. The recently enacted Platform Economy Law of 31.07.2025 has both embraced and avoided this approach. Firstly, it defines the platform economy as a set of property relations arising from the interaction of an unlimited number of individuals via digital platforms for business activities or other objectives. These other objectives

[31] Federal Law No. 289-FZ of 31 July 2025 "On Certain Issues of Regulating the Platform Economy in the Russian Federation; will come into force on 1 October 2026 (hereinafter referred to as the Platform Economy Law).

are likely to primarily satisfy the interests of consumers who purchase goods, works, and services through platforms. The law defines the goal of platform operators and their partners as making a profit; these include not only legal entities and self-employed entrepreneurs, but also PIT payers (with the exception of individuals conducting transactions on a digital platform unrelated to their business activities). Therefore, this law implicitly assumes that self-employed individuals performing work or providing services through a digital platform are engaged in entrepreneurial activity. This approach is generally consistent with that taken in the Law on the Organisation of Passenger Transport by Taxis.

Chapter 3 of the Platform Economy Law sets out the specifics of interactions between digital platform operators, users who commission work and partners who carry out the work and are natural persons. It also qualifies relations with contractors who are natural persons as civil law relations, provided they meet certain requirements.[32] This means that they are not guaranteed weekly days off and holidays in accordance with labour legislation or any additional social guarantees (unless otherwise entrenched by law) (Subparagraphs B and C, Paragraph 5, Article 15 of the Law). At the same time, the Law stipulates that the above provision does not restrict contract partners from taking breaks and resting, and establishes the operator's obligation to give preference to contract partners who are natural persons and have entered into compulsory pension and social insurance and/or voluntary medical and/or pension insurance. It also provides for the operator's right to fully or partially reimburse the costs incurred by implementing partners in connection with such insurance. Thus, the provisions of this Law and the draft demonstrate the legislator's understanding of the need to protect individuals who are partners of intermediary digital platforms socially, something which is currently lacking in Law No. 580-FZ and in practice.-

The second model for the legal regulation of platform employment and self-employment in other countries involves categorising intermediate workers and self-employed entrepreneurs as "dependent self-employed persons". This model is used, e.g., in Austria, Germany, Spain and Italy.[33]

[32] For example, the absence of a work schedule and compliance by the partner-contractor, who is a natural person, with the rules of internal labour regulations and local regulatory acts of the operator and/or user-customer containing labour law norms.

[33] In Spain, for example, this distinction is made in the Law on the Status of Individual Labour Activity. Available at: Ley 20/2007, de 11 de julio, del Estatuto del trabajo autónomo (accessed: 20.09. 2025)

The main criteria for non-entrepreneurial self-employment are personal, continuous cooperation organised by the client, including determining the time and place of work, and receiving at least 50% or 75% of income from this client. According to N.E. Savenko, self-employed persons are individuals who independently carry out income-generating activities, which activities are neither labour nor entrepreneurial since their characteristics and criteria do not fully correspond to the aforementioned modes of activity [Savenko N.E., 2024: 40].

So far, Russian lawmakers have not demonstrated any willingness to introduce such an intermediate category into legislation. In the legal regulations we have examined, they proceed from the dichotomy between labour and civil law relations associated with the conduct of entrepreneurial activity. However, the draft introduces the category of non-standard forms of employment and creates special regimes for platform partners or carriers who are individuals paying personal income tax, i.e. self-employed persons, which somewhat blurs the dichotomy.

In the field of taxi transportation, there are factual grounds for applying the category of "dependent self-employed" to self-employed carriers. In other words, an intermediate category could be introduced between employees and independent contractors, as some foreign scholars have proposed [Harris S.D., Krueger A.B., 2015]; [Stewart A., Stanford J., 2017]. Such grounds include, e.g., the mandatory conclusion of a contract with a taxi booking service that operates a digital platform, the self-employed person's inability to influence the terms of the offer or the amount of remuneration for transportation determined by the platform operator, and the platform operator's ability to restrict the self-employed person's access to orders. Other grounds include receiving a taxi, which is necessary for this activity, from third parties who often organise its use, and frequent taxi transportation activities as the sole source of employment income. Under these conditions, it would be unreasonable to place all the associated risks on self-employed individuals who lack social and labour rights and guarantees.

The third global regulatory model, chosen by Russian lawmakers and typical of post-Soviet states such as Azerbaijan and Belarus, is based on forming a set of legal norms that regulate the legal status of self-employed individuals operating as business entities without third-party involvement. This model forms the basis of legislation governing the platform economy and the organisation of taxi services, which generally do not provide self-employed transport operators with social or labour

rights or guarantees. The regulation of self-employment in the Russian legal system remains fragmented. As N.E. Savenko notes, the status of self-employed persons and platform workers remains uncertain, as the definitions of self-employment and platform work were not included in the relevant draft law that became the 2023 Employment Law[34] [Savenko N.E., 2024: 41]. In this context, the imminent adoption of the Platform Economy Law is undoubtedly a positive development. However, analysis of the regulatory framework and practices shows that regulation of self-employment and platform employment will mainly remain within the third model even in the future, without granting subjects of these forms of employment social and labour rights and guarantees.

Conclusion

The law on the organization of taxi services allows participants to choose different models for organising activities in this field. Thus, an individual can become an employee of a carrier and significantly reduce their risks and scope of liability by relying on their employer, while complying with the working hours established by the employer and remaining under their control. They can also become independent, self-employed carriers, who, with the mandatory technical intermediation of a taxi booking service and using their own or another person's property, will work for themselves. They will independently comply with all requirements and bear all risks and responsibilities, except for those that Law No. 580-FZ transfers or allows to be transferred to other participants in the relevant relations.

Self-employed entrepreneurs (except those persons who drive taxis independently) and legal entities may now only provide taxi services through their own hired drivers. They must use booking services to obtain orders or find orders independently, as they are prohibited from transferring orders to other carriers under Part 1 of Article 21 of that Law. As with other entrepreneurs, self-employed entrepreneurs and legal entities engaged in transportation are able to create conditions for self-employed carriers to operate by providing them with vehicles and related services, while ensuring compliance with carrier requirements.

The activities involved in providing booking services under Law No. 580-FZ essentially amount to creating the technical capability to receive

[34] Federal Law No. 565-FZ of 12 December 2023 On Employment of the Population in the Russian Federation // SPS Konsultant Plus.

orders from passengers and transfer them to carriers for the purpose of concluding a public charter agreement. In other words, it is essentially "technical intermediation," which imposes certain public law obligations and liability on them in certain cases.

In general, the activities of self-employed carriers may be classified as entrepreneurial, taking into account the licensing regime for their implementation and the provisions of Subpara 2, Para. 1 of Article 23 of the Civil Code. This is supported by the fact they independently bear many risks and are liable for harm caused to taxi passengers. It is also supported by the fact that liability is imposed on other parties primarily to comply with public law prohibitions and requirements in this area, as well as to protect the rights and legitimate interests of passengers, rather than to reduce the liability of self-employed carriers.

At the same time, recognising the particularities of personal taxi operations by self-employed individuals, the legislator has established an operating framework differing them from other entrepreneurs. It is characterised by the ability to select the applicable requirements and the use of "intermediaries" to ensure their implementation. Self-employed carriers are required to conclude a contract with a taxi booking service that operates an intermediary digital platform.

The authors have considered the trends in global practice regarding the regulation of non-standard forms of employment, as well as models for regulating platform-based and self-employment, and assessed the proposed regulation of non-standard forms of employment by Russian legislators alongside the current regulation of the platform economy and taxi services, and have reached several conclusions. Firstly, the legislator has chosen to regulate the model based on the entrepreneurial nature of the activities of self-employed carriers and platform workers. Secondly, the legislator has recognised the need to grant them certain social and labour rights and guarantees. Thirdly, the category of "dependent self-employed persons" may be introduced in future regulations.

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