

# Driver Agreement template

Operator/Company name

Address details

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# Part A – Introduction

**Please read this document from start to finish before filling it out.**

Two copies of this Driver Agreement must be completed and signed. The Driver must keep one signed copy and the Operator must keep the other signed copy.

Capitalised words in this Agreement have special meanings. These are explained in Part D.

This document is a legal document. The Operator **SHOULD NOT** allow the Driver to drive his or her Taxi unless the Driver has signed this Agreement.

If either party is concerned about this document, they should seek advice from a lawyer before signing it or entering into an arrangement where one party takes possession of the other party's Taxi to operate the Taxi.

## Check list (tick once completed)

	Tick
Have both parties completed the Schedule to this Agreement (Part B)?	<input type="checkbox"/>
Does the Agreement include all the matters the parties have agreed on?	<input type="checkbox"/>
Have both the Operator and the Driver signed and dated this Agreement?	<input type="checkbox"/>
Has the Driver been given a copy of the completed Agreement for his/her records?	<input type="checkbox"/>
Is the Driver aware of dispute resolution options?	<input type="checkbox"/>

## Disputes about this Agreement

If a dispute arises between the parties, they must follow the dispute resolution process in clause 7 of this Agreement. That clause requires the parties to meet to try to resolve the dispute **within seven days** (or longer period agreed between the parties) of one party giving notice (which must be written notice if the dispute relates to the bond) to the other party that a dispute has arisen. If the parties are unable to resolve the dispute at the meeting, they can use the dispute resolution process set out in Part VI, Division 5C, Subdivision 2A of the Transport (Compliance and Miscellaneous) Act 1983, referred to as the TCMA.

For example, the parties can refer the dispute to the TSC at [www.taxi.vic.gov.au](http://www.taxi.vic.gov.au) or 1800 638 802. The TSC will assess the nature of each dispute and may take one of a number of actions, including taking compliance action where there has been a clear breach of one of the implied conditions of the Agreement.

If the parties are still unable to resolve the dispute following preliminary assistance from the TSC, the TSC may issue a certificate allowing one or both of the parties to refer the dispute to the Small Business Commissioner or the Victorian Civil and Administrative Tribunal. Details of each office are listed below.

Further detail on dispute resolution can be found in Part C, clause 7.

The parties should always seek professional legal advice if they are unsure about what to do.

### Office of the Victorian Small Business Commissioner

The Office of the Victorian Small Business Commissioner (VSBC) is an independent body established to enhance a competitive and fair operating environment for small business. This includes Drivers and Operators.

Under the TCMA, the VSBC can provide alternative dispute resolution for disputes referred to it by a party to a Driver Agreement.

### Victorian Civil and Administrative Tribunal

The Victorian Civil and Administrative Tribunal (VCAT) deals with some disputes about commercial agreements.

# Part B – Schedule

(Please use BLOCK letters)

## Item 1. Operator details

Surname/family name	Given name	Second initial	Date of birth
			/ /
Business name	Australian Business Number (ABN)		
Company name	Australian Company Number (ACN)		
Address			
Suburb			Postcode
Telephone (business)	Telephone (home)		
Mobile	Email		
Operator accreditation number			Expiry date
			/ /

## Item 2. Driver details

Surname/family name	Given name	Second initial	Date of birth
			/ /
Business name	Australian Business Number (ABN)		
Address			
Suburb			Postcode
Telephone (business)	Telephone (home)		
Mobile	Email		
Driver's licence number			Expiry date
			/ /
Driver accreditation number			Expiry date
			/ /

## Item 3. Taxi details

If this Agreement applies to more than one Taxi, please complete a list of fleet vehicles and attach to Part E.

Taxi registration number	<input type="text"/>	or refer to list of fleet vehicles (Part E)
Vehicle type and model	<input type="text"/>	or refer to list of fleet vehicles (Part E)
Licence type	<input type="text"/>	or refer to list of fleet vehicles (Part E)
Licence number	<input type="text"/>	or refer to list of fleet vehicles (Part E)

# Part B – Schedule continued

(Please use BLOCK letters)

## Item 4. Time, place and method of payment to Operator

Time	<input type="text"/>	Payment method (cash etc)	<input type="text"/>
Place	<input type="text"/>		

## Item 5. Duration of Agreement

Commencement date	<input type="text" value="/"/>	<input type="text" value="/"/>	Completion date	<input type="text" value="/"/>	<input type="text" value="/"/>
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## Item 6. Garage

Address	
<input type="text"/>	
Suburb	Postcode
<input type="text"/>	<input type="text"/>

## Item 7. Bond

Amount of bond:  
\$

If bond is to be paid in increments, amount per Shift:  
\$

## Item 8: Insurance policy details

Insurer	<input type="text"/>
Insurance type (ie third party property/fully comprehensive)	<input type="text"/>
Policy number	<input type="text"/>
Policy expiry date	<input type="text"/>

## Item 9. Additional terms

If the parties agree to any other terms that are not already listed in this Agreement, these must be written here. The Driver and Operator must initial each new term included.


# Part C – General conditions

## 1. Background

- 1.1 The Operator allows the Driver to take possession of and drive the Taxi subject to the terms of this Agreement.
- 1.2 If the Operator operates more than one Taxi and wishes to make all or some of them available to the Driver, those Taxis are listed in Item 3 of the Schedule. This Agreement applies to each of those Taxis.

## 2. Possession and use of Taxi

- 2.1 The Operator allows the Driver to take possession of the Taxi and to use all the Equipment in the Taxi in accordance with the terms of this Agreement.

## 3. Life of agreement

- 3.1 This Agreement begins when the parties have both signed this document, or on a later date specified in Item 5 of the Schedule. If there is no written and/or signed Agreement between the parties, the Agreement begins when the Driver first logs on to the Operator's Taxi or, if the Driver does not log on, when the Driver starts his first Shift in the Operator's Taxi.
- 3.2 This Agreement ends on the Completion Date specified in Item 5 of the Schedule, unless
  - (a) terminated earlier in accordance with clause 9; or
  - (b) extended by written agreement signed by both parties.

### NOTE:

- (a) **Clauses 4 to 10 are implied into this Agreement under section 162L of the TCMA and must not be amended or removed under any circumstances.**
- (b) **Even if they are physically removed from this written Agreement, these conditions will still apply by operation of the law.**
- (c) **It is an offence under section 162M of the TCMA for either the Driver or the Operator to breach any of clauses 4 to 10. If either party does breach one or more of these clauses, that party may be fined up to 120 penalty units for an individual or 600 penalty units for a body corporate.**

## 4. Parties' earnings

### NOTE:

**This clause 4.1 repeats the requirement in section 162L(2) of the TCMA.**

- 4.1 The Driver must keep, or be paid, at least 55% of the Gross Fares earned while the Driver has control of the Taxi. For the purposes of section 162L(2) of the Act, 'Gross Fares' means:
  - (a) the total amount of all fares accrued on the meter, including any applicable:
    - i) booking fee;
    - ii) high occupancy fee;
    - iii) late night surcharge; and
    - iv) public holiday surcharge,but does not include CityLink or Eastlink tolls, any non-cash payment surcharge and any fees charged by Melbourne Airport.
- 4.2 The Operator must maintain a record of:
  - (a) all payments made between the Operator and Driver, and
  - (b) all Shifts worked by the Driver;
  - (c) the total amount of Gross Fares earned during each Shift; and
  - (d) all surcharges charged during a Shiftand must provide copies of these records to the Driver at the end of each calendar month.
- 4.3 The Operator must not charge the Driver any fee or surcharge that would be subtracted from the Driver's agreed share of the Gross Fares (which must be at least 55 per cent).

### NOTE:

**The wheelchair lifting subsidy\* is not part of the Gross Fares, and must be split between the Driver and Operator in accordance with the Taxi Licence Conditions as in force from time to time.**

\* In this note, wheelchair lifting subsidy has the meaning given in regulation 45(4B) of the *Transport (Taxi-Cabs) Regulations 2005 (Vic.)*

## Part C – General conditions continued

### 5. Maintenance costs

- 5.1 The Operator must pay all operating and maintenance costs of the Taxi, including but not limited to:
- (a) fuel;
  - (b) oils;
  - (c) lubricants;
  - (d) repairs;
  - (e) Taxi livery and equipment; and
  - (f) tyres and other replacement parts for the Taxi.
- 5.2 The Operator can nominate the places of purchase for items under clause 5.1. If the Operator nominates the place of purchase, then the Driver must purchase the items at the nominated places, unless the purchase is an emergency (for example, the engine's oil light comes on and the nominated place of purchase is not near).
- 5.3 The Driver must give to the Operator the tax invoices/receipts for the purchase of any items under this clause within a reasonable time after the purchase of the items. The Operator must reimburse the Driver within 7 days of receiving the tax invoices/receipts from the Driver.

### 6. Insurance

- 6.1 From 30 September 2014 and for the term of this Agreement, the Operator must maintain one or more policies of insurance providing cover of at least \$5,000,000 for each Taxi driven by the Driver against liability in respect of property damage caused by or arising out of the use of the Taxi.
- 6.2 The policies must:
- (a) be issued by a corporation authorised under the *Insurance Act 1973* (Cth) to carry on an insurance business;
  - (b) be held in the Operator's own name; and
  - (c) not be held in any name other than the Operator's. For example a policy held in the name of a person other than the Operator with the Operator as a beneficiary will not be sufficient to comply with clause 6.1
- 6.3 The Operator is responsible for and will pay any applicable excess on the policy payable in relation to a claim involving the Operator's vehicle.
- 6.4 At any time during the term of this Agreement, an authorised representative of the TSC may request evidence from the Operator which demonstrates that the Operator has in place a current insurance policy as required under condition 6.1. The Operator must provide such evidence to the reasonable satisfaction of the authorised representative.
- 6.5 The operator must ensure that the insurance policy or policies are current, and must provide a copy to the Driver on request.

- 6.6 Subject to clause 10.4(b), the Operator must indemnify the Driver for vehicle damage (including damage to the Taxi) arising out of the use of the Operator's Taxi, and for costs including legal costs associated with such vehicle damage.
- 6.7 If the Operator holds a policy for:
- (a) public liability insurance; or
  - (b) personal injury insurance
- for the Driver in relation to this Agreement, the Operator must keep the following records (and must provide these records to the TSC and/or the Driver on request within a reasonable time):
- (a) whether the Operator agrees to maintain the policy for the duration of this Agreement; and
  - (b) the expiry date of the policy; and
  - (c) either of the following for the policy –
    - i. the policy information; or
    - ii. how the policy information can be obtained from the Operator.
- 6.8 If an Incident occurs while the Driver is in possession of the Taxi, the Driver must:
- (a) tell the Operator about the Incident as soon as possible (including, where possible, the details of all the people involved, witnesses, injuries suffered and damage to property); and
  - (b) as soon as possible, give to the Operator, or the Operator's insurer on request, copies of any statements the Driver makes to the police or any other person about the Incident.

### 7. Disputes

- 7.1 For the purpose of this clause, 'dispute' means any disagreement or dispute between the Driver and Operator including a disagreement or dispute concerning the substance or meaning of this Agreement.
- 7.2 Where a dispute arises between the Driver and Operator:
- (a) either party may give a notice to the other party that states that there is a dispute; and
  - (b) the parties must meet and attempt to resolve the dispute within seven days of the party giving the notice of dispute to the other party, or if the parties have agreed to a longer time, the parties must meet and attempt to resolve the dispute within that longer time.

#### NOTE:

**If, after the parties have met to attempt to resolve the dispute and the dispute is not resolved, the parties may attempt to resolve the dispute under the dispute resolution process set out in Division 5C of Part VI of the TCMA.**

## Part C – General conditions continued

### 8. Driver's leave entitlements

- 8.1 Where the Driver has worked regularly for the Operator for 12 months or more, the Driver must be allowed to take a period of up to four weeks of unpaid leave on a pro rata basis.
- 8.2 Unpaid leave must be taken on dates agreed between the Driver and Operator. The Operator must not unreasonably withhold his/her Agreement to the dates on which the Driver may take his/her unpaid leave.
- 8.3 The Driver will have worked 'regularly' for the purpose of clause 8.1 if he or she has worked on average three or more Shifts per week over a twelve month period.

### 9. Termination

- 9.1 Either party may end this Agreement for any reason by giving two weeks written notice of their intention to end the Agreement to the other party.
- 9.2 Either party may end this Agreement at any time, by written notice, if the other party has breached a term of this Agreement.
- 9.3 If either party ends this Agreement under this clause, then the Driver must, on the ending of this Agreement, return the Taxi to the place nominated by the Operator.

### 10. Bond

#### NOTE:

**The operator does not need to require a bond from the driver under clause 10, however if they do they must comply with all provisions of clause 10.**

- 10.1 The Operator may require the Driver to pay a bond. The total amount collected as a bond must not be more than \$1,000.
- 10.2 The Operator may collect the bond in incremental amounts by requiring the Driver to pay a portion towards the bond every Shift. The parties must agree, in writing, to the amount to be paid per Shift.
- 10.3 If the Driver pays the Operator a bond, the Operator must give the Driver a receipt and promptly deposit the bond into a designated bank account.
- 10.4 Providing that the Operator can provide reasonable evidence of the loss, the Operator may only take money from the bond if:
- (a) the Driver fails to pay the Operator the Operator's share of the Gross Fares in accordance with clause 4.1; or
  - (b) the Taxi or any item of Equipment is damaged due to the Driver's conduct.
- 10.5 The Operator must not take money from the bond if the damage is caused by a criminal act of another person.
- 10.6 The Operator must not take an amount from the bond greater than the amount required to make good the Operator's loss. If the Operator later recovers some or all of that loss from another person, the Operator must pay the amount recovered back to the Driver.
- 10.7 If the Operator wishes to claim money from the bond, the Operator must notify the Driver in writing. The notice must:
- (a) state the amount the Operator intends to take;
  - (b) describe the loss; and
  - (c) include evidence of the Operator's loss.
- 10.8 If the Driver objects to the Operator making a claim on the bond, the Driver must notify the Operator in writing within 14 days of receiving the Operator's notice. If the parties cannot then reach an agreement about the Operator's claim on the bond, the parties must try to resolve the dispute in accordance with clause 7.
- 10.9 Once agreement has been reached about the Operator's claim on the bond, the Operator must pay for the relevant loss using the money in the designated bank account. The Driver must then give the Operator the money to return the bond to the required level by mutual arrangement.
- 10.10 On termination of this Agreement, the Operator must refund to the Driver within 14 days the balance remaining in the designated bank account together with any interest earned on the Driver's bond.

### 11. Control of Taxi

- 11.1 Subject to the other terms of this Agreement and any applicable laws, during each Shift the Driver:
- (a) will have exclusive control and use of the Taxi;
  - (b) will not be subject to the Operator's instructions or directions (unless the Operator needs the Taxi in line with Clause 11.2); and
  - (c) may drive the Taxi anywhere allowed by the Taxi Licence Conditions.
- 11.2 If the Operator needs the Taxi during a Shift for repairs or an inspection, the Driver must return the Taxi to the Garage as soon as possible. If this happens, the Operator will make all reasonable efforts to find the Driver an alternative Taxi for the rest of the Shift.



## Part C – General conditions continued

### 12. Driver obligations

12.1 In addition to other obligations in this Agreement, the Driver will:

- (a) Make all payments owing to the Operator under this Agreement at the time, place and by the method agreed to in Item 4 of the Schedule;
- (b) ensure that the Driver's driver licence, Driver Accreditation and any other relevant endorsements are current;
- (c) promptly notify the Operator if:
  - i. the Driver's Accreditation is cancelled or suspended by the TSC;
  - ii. the Driver's Accreditation is, or becomes, subject to any conditions, in which case the Driver must inform the Operator of those conditions; or
  - iii. the Driver is disqualified from applying for Driver Accreditation or for the renewal of his/her Driver Accreditation;
- (d) for the duration of this Agreement, ensure he/she has the right to work in Australia;
- (e) if the Operator is affiliated with a Network Service Provider, tell the Operator as soon as possible if the accredited Network Service Provider suspends, terminates or refuses to renew the Driver's access to the communication network;
- (f) pay any fines incurred by the Driver when using the Taxi; and
- (g) comply with all conditions of their Driver Accreditation and with all statutory obligations, including under the:
  - i. TCMA;
  - ii. *Road Safety Act 1986* and any regulations made under that Act;
  - iii. *Transport (Taxi-Cabs) Regulations 2005*; and
  - iv. *Transport (Passenger Vehicles) Regulations 2005*.

12.2 At the beginning of each Shift the Driver must check the Taxi. If the Driver notices any damage or defects to the Taxi or the Equipment, the Driver must tell the Operator as soon as possible and no later than 24 hours after completing the Shift.

12.3 During each Shift the Driver must:

- (a) comply with all laws, including all provisions of the *Transport (Taxi-Cabs) Regulations 2005* that apply to the Driver;
- (b) only use the Taxi for the purposes of this Agreement;
- (c) not part with possession of the Taxi;
- (d) not allow any other person to drive the Taxi or use the Equipment in the Taxi;
- (e) not make any modifications to the Taxi or the Equipment;
- (f) exercise reasonable care for the Taxi and the Equipment;
- (g) tell the Operator if the Taxi or the Equipment is damaged or malfunctions as soon as possible and no later than 24 hours after completing the Shift;
- (h) if the Operator is affiliated with a Network Service Provider:
  - i. comply with the Network Service Provider's procedures for use of the communications network; and
  - ii. make sure that the Taxi communications Equipment is connected to the accredited Network Service Provider's network at all times; and
- (i) accept a Prescribed Payment as payment for the hire of the Taxi. If a passenger offers to pay by Prescribed Voucher the Driver must take all reasonable steps to ensure the passenger completes and signs the Prescribed Voucher.

12.4 At the end of each Shift the Driver must return the Taxi to the Garage. The interior and exterior of the Taxi must be reasonably clean, which includes, but is not limited to ensuring that:

- (a) no rubbish is left in the Taxi; and
- (b) any readily apparent dirt or grime on the seats or other interior surfaces is removed;

12.5 At the end of each Shift the Driver must complete an end of Shift report and return it to the Operator as soon as possible. The end of Shift report must include:

- (a) any Gross Fares earned during the Shift;
- (b) any damage to the interior or exterior of the Taxi;
- (c) any problems with the Taxi or its Equipment and;
- (d) any other details which the Operator has requested (in writing) to be included in this report.

## Part C – General conditions continued

12.6 The Driver may cancel a Shift or part of a Shift on giving the Operator reasonable notice. If the Driver cancels a Shift or part of a Shift, the Driver's obligations at the end of a Shift as set out in this clause 12 will apply, as far as reasonably possible.

### 13. Operator obligations

13.1 In addition to other obligations in this Agreement, the Operator will:

- (a) give the Driver a copy of this Agreement after signing it;
- (b) comply with all laws (including vehicle registration, licensing, safety and roadworthiness laws);
- (c) comply with all of the Taxi Licence Conditions;
- (d) ensure that the interior and exterior of the Taxi are reasonably clean and free of any offensive odour at the beginning of each Shift;
- (e) if the Operator is affiliated with an accredited Network Service Provider:
  - i. ensure the Taxi is at all times connected to the accredited Network Service Provider via its communication network; and
  - ii. ensure there is functioning communication Equipment in the Taxi to connect to the Network Service Provider;
- (f) if the Operator provides his or her own central communications system;
  - i. ensure the Taxi is at all times connected to the Operator's central communications system; and
  - ii. ensure there is functioning communication Equipment in the Taxi to connect to the Operator's central communications system;
- (g) ensure that the Operator's name and address (or, if the Operator is not the owner of the vehicle, the name and address of the owner) are clearly displayed either on the inside lid of the glove box or on the ignition keys of the Taxi;
- (h) have a Workcover policy in place to cover the Driver while driving the Taxi;
- (i) keep all records relating to this Agreement for five years after the end of this Agreement, or for such other period required under the Transport (Taxi-cab Industry Accreditation) Regulations 2007;
- (j) give the Driver a copy of any infringement notices that relate to the Driver within 48 hours of the Operator receiving the infringement notice;
- (k) pay or credit to the Driver the face value of any Prescribed Voucher the Driver receives (unless any voucher has not been correctly completed) at the end of each Shift;
- (l) only use information the Driver has provided to them for the purposes for which it was given to them;
- (m) not disclose any information the Driver has provided to them to anyone else unless it is authorised by this Agreement or if the Driver expressly consents or if required to do so by law; and
- (n) take reasonable steps at reasonable times to verify that the Driver is not an unlawful non-citizen within the meaning of the *Migration Act 1958* (Cth) by either:
  - i. searching the VEVO or Visa Entitlement Verification Online computer system operated by the Department of Immigration and Border Protection; or
  - ii. taking other reasonable steps prescribed by the regulations to the *Migration Act 1958* (Cth).

### 14. Mutual obligations

14.1 The parties will act in a reasonable way and help each other comply with their respective obligations.

14.2 Each party must promptly inform the other party of changes to any information given to the other party under this Driver Agreement.

### 15. Driver's statements

15.1 The Driver confirms that:

- (a) all information provided to the Operator is correct and no information has been withheld which, if disclosed to the Operator, might reasonably affect their decision to enter this Agreement
- (b) if the Operator is affiliated with a Network Service Provider, the Driver has current access to the communication network of the relevant Network Service Provider;
- (c) if the Operator provides his or her own central communications system, the Driver has current access to the Operator's central communications system;
- (d) at the time of signing this Agreement, they have the right to work in Australia;
- (e) at the time of signing this Agreement, they are accredited to drive a Taxi; and
- (f) they have completed all relevant training courses required by law, the TSC and, if relevant, the Network Service Provider with which the Operator is affiliated.

15.2 The Driver acknowledges that the Operator has relied upon the truth of the representations in this clause in entering into this Driver Agreement.

## Part C – General conditions continued

### 16. Operator's statements

- 16.1 The Operator confirms that:
- (a) they are the owner or lessee of the Taxi;
  - (b) they are the licence holder or assignee of the licence holder;
  - (c) they are accredited as a Taxi Operator under the TCMA;
  - (d) the Taxi is of the type and class specified in the licence;
  - (e) if affiliated with a Network Service Provider, the Taxi is connected to the Network Service Provider via its communications network; and
  - (f) all information provided to the Driver is correct.
- 16.2 The Operator acknowledges that the Driver has relied upon the truth of the representations in this clause in entering into this Agreement.

### 17. Recovery of losses

- 17.1 If either party (aggrieved party) suffers a loss because the other breaches this Agreement then the other will pay for or reimburse the loss, providing the aggrieved party can provide reasonable evidence of the loss.

### 18. Surveillance

- 18.1 The Driver consents to the use of surveillance devices installed in the Taxi by the Operator and/or the accredited Network Service Provider as required or permitted by the TSC. This will include a Taxi safety camera, global positioning system and emergency warning device.

### 19. Goods and services tax (GST)

- 19.1 All fares collected by the Driver must include GST.
- 19.2 The Driver must register with the Australian Tax Office (ATO) for GST purposes.

### 20. Variations and additional terms

- 20.1 This Agreement can only be varied if the variation is in writing and signed by both parties.
- 20.2 Any additional terms must be written and initialed by both parties within this document.
- 20.3 Any additional terms must not be inconsistent with the terms of this Agreement.

### 21. Entire agreement

- 21.1 This Agreement contains all the terms of the Agreement about the use of the Operator's Taxi, and replaces any prior Agreements.

# Part D – Definitions

**Agreement** – means this agreement under which the Driver takes possession of the Operator's Taxi for the purpose of operating the Taxi.

**ATO** – means the Australian Taxation Office.

**Driver** – means the person named at Item 2 of the Schedule.

**Driver Accreditation** – means accreditation under section 166 of the TCMA.

**EFTPOS** – means electronic funds transfer at point of sale.

**Equipment** – means all communications equipment, surveillance devices, safety equipment, other items attached to the Taxi, accessories and street directories.

**Fines** – means any infringement notices related to the Taxi, including but not limited to speeding, traffic light, parking and other road safety offences.

**Garage** – means the place specified in Item 6 of the Schedule.

**Gross Fares** – has the meaning given in clause 4.1.

**GST** – means goods and services tax under the *A New Tax System (Goods and Services) Tax Act 1999*.

**Incident** – means any event occurring during a Shift in which:

- (a) the Taxi or Equipment is damaged, lost or stolen;
- (b) the Taxi is involved in a collision resulting in damage to the Taxi, another vehicle or any other property; or
- (c) a person is injured by the Taxi, while inside the Taxi or while entering or leaving the Taxi.

**Late Night Surcharge** – means a surcharge authorised by the TSC or the Essential Services Commission as a late night surcharge.

**Multi-Purpose Taxi Program** – means the program operated by the TSC which subsidises Taxi travel for those suffering from severe and permanent disability.

**Network Service Provider (to be known as Taxi Booking Service)** – means a person or entity accredited under section 132B of the TCMA as a provider of taxi-cab network services.

**Operator (to be known as Permit Holder)** – means the person or corporation named at Item 1 of the Schedule.

**Personal Injury Insurance** – means insurance covering personal injury to the Driver, relating to this Agreement.

**Prescribed Fare Payment Scheme** – means any scheme for the payment of fares:

- (a) by credit card, debit card, charge card, direct transfer, smart phone applications or EFTPOS; or
- (b) which the Operator is required to accept under the Taxi Licence Conditions (including, if applicable, payments under the Multi-Purpose Taxi Program).

**Prescribed Payment** – means a payment made instead of cash for the hiring of the Taxi under any Prescribed Fare Payment Scheme.

**Prescribed Voucher** – means written evidence of a Prescribed Payment.

**Public Holiday Surcharge** – means a surcharge authorised by the TSC or Essential Services Commission as a Public Holiday Surcharge.

**Shift** – means any period the Driver is allowed to drive the Operator's Taxi. Each Shift will be a separate use of the Taxi by the Driver.

**Taxi** – means the Taxi (or Taxis) owned or operated by the Operator and identified in Item 3 of the Schedule.

**Taxi Licence Conditions** – means all conditions imposed by the TSC on the licence attached to the Taxi.

**TCMA** – means the *Transport (Compliance and Miscellaneous) Act 1983*.

**TSC** – means the Taxi Services Commission.

**VCAT** – means the Victorian Civil and Administrative Tribunal.

**VSBC** – means the Office of the Victorian Small Business Commissioner.

# Part E – Attachments

## **Attachment 1 List of fleet vehicles**

[Insert any other relevant attachments as required]

# Part F – Signing

**Driver** (use the applicable box)

<b>Individual</b>		
Signature	ABN	Date
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text" value="/ /"/>
<b>OR</b>		
<b>Individual trading with a business name</b>		
Signature	ABN	Date
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text" value="/ /"/>
<b>Driver trading as:</b>	<input style="width: 95%;" type="text"/>	

**Operator** (use the applicable box)

<b>Individual Operator</b>		
Signature	ABN	Date
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text" value="/ /"/>
<b>OR</b>		
<b>Individual Operator trading with a business name</b>		
Signature	ABN	Date
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text" value="/ /"/>
<b>Operator trading as:</b>	<input style="width: 95%;" type="text"/>	
<b>Company Operator</b>		
Signed by (print signatory's name)	<input style="width: 95%;" type="text"/>	
On behalf of (print company name)	<input style="width: 95%;" type="text"/>	
Signature	Australian Company Number (ACN)	Date
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text" value="/ /"/>
The authorised signatory states that he/she has authority to sign this Agreement on behalf of (print company name)		
	<input style="width: 95%;" type="text"/>	

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