



**Manly Warringah Cabs  
(Trading) Co-operative  
Society Ltd**

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**Manly Warringah Cabs  
Driver Service  
Agreement**

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## **DRIVER SERVICE AGREEMENT**

### **1. APPLICATION OF DRIVER SERVICE AGREEMENT**

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- 1.1 This agreement applies to all Drivers and is made in consideration for the Network agreeing to act as the Taxi Service Provider for the Driver.
- 1.2 Each Driver consents to and agrees to be bound by this agreement by remaining affiliated (or representing to third parties that it is affiliated) with the Network.
- 1.3 This agreement sets out matters relating to health or safety in connection with the provision of the Taxi Service provided by the Network in accordance with the Network's obligations under the Act and the Regulation and nothing in this agreement creates (or should be construed as creating) a relationship between the Network and the Driver of employment, agency or principal and contractor.

### **2. AMENDMENT OF AGREEMENT**

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- 2.1 The Network may amend this agreement from time to time at its sole discretion provided it gives reasonable notice to all Drivers of such amendments.
- 2.2 Each Driver consents to and agrees to be bound by any amendments to this agreement by remaining affiliated (or representing to third parties that it is affiliated) with the Network.

### **3. PROHIBITED CONDUCT**

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- 3.1 A Driver must not bail a taxi from an Operator unless the taxi:
  - (a) is the subject of a valid taxi licence;
  - (b) is the subject of New South Wales compulsory third party (green slip) insurance;
  - (c) is the subject of third-party property damage insurance to the value of \$5,000,000 covering against liability in respect of damage to third-party property caused by or arising out of the use of the taxi;
  - (d) is roadworthy and maintained in accordance with the applicable Relevant Law and in particular the Network's Vehicle Maintenance and General Roadworthiness Policy;
  - (e) is fitted with a fare calculation device that is in working order and compliant with the Relevant Laws;
  - (f) is fitted with a security camera that is in working order and compliant with the Relevant Laws;
  - (g) is fitted with a tracking device (GPS) and a duress alarm that is in working order and compliant with the Relevant Laws (unless the taxi will not be used to provide services in the Sydney, Newcastle or Wollongong transport district or within the Central Coast local government area);

- (h) is fitted with the following additional safety equipment that is in working order and compliant with the Relevant Laws:
    - (i) interior boot lock;
    - (ii) M13 alarm switch; and
  - (i) is fitted with a communication device that is in working order and compliant with the Relevant Laws;
  - (j) is fitted with valid taxi licence plates and otherwise marked as a taxi;
  - (k) is marked exclusively with the Network's livery and phone number;
  - (l) displays any information required by the Relevant Laws;
  - (m) is in good working order, clean and tidy; and
  - (n) otherwise complies with any applicable vehicle standards or specifications required pursuant to the Relevant Laws.
- 3.2 A Driver must not bail a taxi from an Operator if any equipment in the taxi is not working properly or any device is installed in the taxi which has a purpose of procuring an unfair advantage to the Driver over other drivers affiliated with the Network.
- 3.3 A Driver must not bail a taxi from an Operator unless the Driver:
- (a) is party to this agreement with the Network;
  - (b) is party to a Bailment Agreement with the Operator;
  - (c) holds a current New South Wales driver's license;
  - (d) has successfully completed all on-boarding and other training required by the Network; and
  - (e) holds a valid driver accreditation required by the Network.
- 3.4 A Driver must not:
- (a) drive a taxi unless the Driver has had adequate rest in accordance with the Network's Fatigue Management Policy and Protocol;
  - (b) drive a taxi if the Driver is under the influence of:
    - (i) alcohol; or
    - (ii) any drugs that may reasonably be expected to affect the Driver's ability to drive the taxi safely;

- (c) drive a taxi if the Driver's New South Wales driver's licence has been cancelled or suspended;
- (d) drive a taxi if the Driver has been charged with or convicted of an offence under the Relevant Laws;
- (e) interfere with any part of a vehicle tracking device, security camera system, fare calculation device or distress alarm fitted to a taxi, or cause or permit any such interference, including by way of interfering with the connection between such devices and the taxi's battery or other power sources;
- (f) start the taxi's fare calculation device before the taxi is hired;
- (g) intentionally interfere, or intentionally attempt to interfere, with the comfort or safety of other persons;
- (h) without reasonable excuse, interfere with any equipment attached to, or forming part of, the taxi;
- (i) intentionally damage any part of the vehicle;
- (j) drive the taxi if the driver knows, or ought reasonably to know, that the taxi, or any equipment installed in or on the taxi, contravenes the Relevant Laws or the Network Policies;
- (k) while in the Sydney Airport precinct or at any other airport, stop the taxi for the purpose of setting down or picking up passengers except in a designated area for taxis to do so;
- (l) unless the taxi is in a holding bay for taxis, leave the taxi unattended in the Sydney Airport precinct or any other airport;
- (m) allow any other Driver to use his or her identification number;
- (n) do anything which has the intent or effect of interfering with the proper operation of the Network's call centre and dispatch services;
- (o) attempt to perform a hiring or accept a hiring from a customer where the booking for that hiring has been allocated to another Driver through the Network;
- (p) cause or permit a taxi to be used to provide a taxi service outside the area of its operation (if any) specified in the taxi licence for the taxi;
- (q) cause or allow a taxi to stand in a taxi zone if the taxi is hired or not available for hire;
- (r) must not, if a taxi is the subject of a peak availability licence, use that taxi for the purposes of a passenger service between the hours of 5 am and 12 pm;
- (s) if the Driver is a driver of a wheelchair accessible taxi to which a fare calculation device is fitted, start the device before the taxi is ready to safely transport a passenger in a wheelchair;

- (t) behave in an offensive manner in the taxi or the vicinity of the taxi;
- (u) permit any person to ride in the taxi without the consent of the hirer;
- (v) refuse to carry an assistance animal or an assistance animal in training in or on the taxi; or
- (w) smoke, eat or drink within the taxi.

#### **4. MANDATORY CONDUCT**

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##### 4.1 A Driver must:

- (a) at all times, comply with:
  - (i) this agreement
  - (ii) the Bailment Agreement;
  - (iii) the Network Policies;
  - (iv) the Act or the Regulation;
  - (v) the *Road Rules 2014* (NSW);
  - (vi) any standards published by TfNSW applicable to the operation, or the plying for hire, of a taxi;
  - (vii) all applicable anti-discrimination legislation;
  - (viii) any fares order issued pursuant to the Act or the Regulation (including, without limitation, in relation to non-cash payment surcharges); or
  - (ix) any other Relevant Laws;
- (b) at all times hold a valid driver accreditation required by the Network;
- (c) notify the Operator and the Network of:
  - (i) all accidents or incidents associated with the taxi that has, or could have, caused significant property damage, serious injury or death;
  - (ii) all accidents or incidents that result in an injury that is treated by an ambulance officer or result in the injured person being treated at a hospital;
  - (iii) a collision involving the taxi that results in damage to the vehicle that is sufficient to prevent the completion of the journey in that vehicle;
  - (iv) a mechanical or other fault in the taxi that is sufficient to prevent the completion of the journey in that vehicle;

- (v) an incident involving the Driver or a passenger or intended passenger of the taxi that results in a complaint to the police containing allegations of sexual assault, indecent exposure, actual assault or physical threats or other intimidation;
  - (vi) an incident involving the conduct of the Driver while driving the taxi that results in the Driver being charged with a major offence within the meaning of the *Road Transport Act 2013*; and
  - (vii) all matters required to be notified to the Network and/or Operator under the Network Policies;
- (d) comply with reasonable directions published from time to time by the Network under authority of the Board;
  - (e) log in at the commencement of a shift and log off at the end of a shift;
  - (f) start the taxi's fare calculation as soon as the taxi is hired;
  - (g) during any hiring, keep the taxi's fare calculation device running, except where:
    - (i) a hirer in a multiple hire is paying the fare for his or her hire and getting out of the taxi;
    - (ii) the taxi is delayed because of any shortage of fuel or any accident to the tyres, mechanism or any other portion of the taxi; or
    - (iii) the taxi is delayed for any reason that may be prevented by the driver;
  - (h) if using a stand-by taxi to provide a taxi service instead of the taxi:
    - (i) notify the Network of that usage before using the stand-by taxi;
    - (ii) ensure the stand-by taxi is marked exclusively with the Network's livery and phone number;
    - (iii) display on the stand-by taxi a sign with the words "STAND-BY TAXI" clearly visible from the front of the taxi; and
    - (iv) notify the Network when that usage ends;
  - (i) if the Driver is the driver of a wheelchair accessible taxi:
    - (i) accept a hiring for a person using a wheelchair in preference to a hiring for a person not using a wheelchair; and
    - (ii) ensure that any person in a wheelchair being transported by the Driver is safely secured to the vehicle throughout the hiring;
  - (j) only use the Network's communication system for purposes directly related to the hiring of the taxi pursuant to bookings made through the Network, matters relating to bookings and other approved Network related matters;

- (k) use the radio in a polite and courteous manner and not use any offensive language;
- (l) accept and carry out a hiring which has been offered to the Driver on the Network's communication system (unless there is a reasonable excuse);
- (m) commence the hiring in respect of a booking which has been allocated to the Driver through the Network's communication system as soon as practicable and in any event within the permissible pick up time as designated by the Network;
- (n) use all reasonable efforts to locate a customer who has made a booking through the Network where that Driver has been allocated the hiring;
- (o) carry out a hiring in a prompt, efficient and friendly manner at all times acting with appropriate decorum;
- (p) refer to the Network's call centre any booking that the Driver is unable to undertake;
- (q) when rostered or required to do so, carry an approved child restraint and use the Driver's best endeavours to accept bookings for child restraint jobs when offered;
- (r) keep the taxi clean, tidy and hygienic at all times;
- (s) wear the approved Network uniform as designated by the Network Policies and keep the Driver's uniform clean and tidy and not covered by any non-approved clothing;
- (t) observe high standards of personal hygiene;
- (u) return all lost property either to the owner of the property or to the Network base within 24 hours of an item being found in the taxi;
- (v) complete deliveries of parcels where deliveries have been arranged through the Network promptly and with care;
- (w) collect from the passenger and pay to the Network or Operator (as the Network may direct from time to time) any levy or charges imposed under the Act and the Regulation including the passenger transport levy (as that term is defined in the Act);
- (x) keep all records required in relation to any levy or charge imposed by the Act and the Regulation and provide such records to the Network immediately on demand and comply with any directions, policies or procedures of the Network relating to the collection of the passenger transport levy and any matters connected to such collection (including, without limitation, recording information about the number of journeys completed by the Driver);



- (y) make any payments due under clause 4.1(x):
  - (i) on or before the date that the Network requires such payments to be made; and
  - (ii) in the manner that the Network may direct from time to time; and
- (z) at the Network's request:
  - (i) cooperate in full and in a timely fashion with any audit or investigation conducted by the Network including by providing the Network with access to all documents and other items it requires to investigate the Driver's (or an Operator's) compliance with the Relevant Laws; and
  - (ii) undertake (at the Driver's cost) any training related to passenger transport services required by the Network from time to time.

## **5. NON-NETWORK SERVICES**

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- 5.1 A Driver must not use his or her position as a Driver to advertise Non-Network Services.
- 5.2 A Driver must not use the taxi to provide Non-Network Services unless before providing such services the Driver has:
  - (a) notified the Network and the Operator in writing of the Driver's intention to use the taxi to provide Non-Network Services; and
  - (b) taken all steps reasonably practicable to ensure the passenger understands that the Non-Network Services are not related to, endorsed or approved by or affiliated with the Network.
- 5.3 On each occasion that the taxi is used to provide Non-Network Services, the Driver must provide written notice of the following information to the Network and the Operator within 48 hours of providing such services:
  - (a) the date and time of each fare undertaken;
  - (b) the name and contact details of each passenger service provider on whose behalf the services were provided;
  - (c) the total number of fares undertaken for each passenger service provider during the period that is the subject of the notice; and
  - (d) any other information relating to the Non-Network Services requested by the Network or the Operator.
- 5.4 The Driver:
  - (a) must pay all levies and other charges imposed under the Act and the Regulation (including the passenger transport levy) arising in respect of any Non-Network Services; and

- (b) indemnifies the Network from and against all Claims made against the Network, and from and against any Loss which the Network incurs, directly or indirectly arising in connection with any breach of this clause 5.
- 5.5 It is not necessary for the Network to incur expense or make any payment before enforcing the right of indemnity conferred by clause 5.4.
- 5.6 Clauses 5.4 and 5.5 survive termination of this agreement.

## **6. BREACH OF AGREEMENT**

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- 6.1 A Driver must notify the Complaints Officer as soon as practicable after the Driver becomes aware that any person (including the Driver) has breached this agreement, the Network Policies or any other Relevant Laws.
- 6.2 A Driver must notify the Complaints Officer by completing and providing to the Complaints Officer (in person or via email) a Breach Form.
- 6.3 If the breach poses a risk to any person's health or safety, the Driver must also immediately call the Complaints Officer (or if he or she is not available, the Network) to report the breach.
- 6.4 The Complaints Officer may also receive complaints from other persons (including, without limitation, the Board, employees of the Network or members of the public) regarding a Driver.
- 6.5 Upon receipt of a Breach Form or complaint relating to a Driver, or at the Network's own initiative, the Complaints Officer shall notify the Driver that the Network has grounds to believe that the Driver has breached this agreement and provide the Driver with a basic outline of the allegations.
- 6.6 The Complaints Officer will then consider (in its sole discretion and without any requirement to consult with the Driver) the seriousness of the alleged breach.
- 6.7 If the Complaints Officer determines that the alleged breach is minor and can be substantiated without further evidence, the Network can either:
- (a) subject to clauses 8 and 9 (as applicable), impose one or more Minor Offence Penalties; or
  - (b) follow the process outlined in clause 7.
- 6.8 If the Complaints Officer determines that the alleged breach is not minor or cannot be substantiated without further evidence, the Network must follow the process outlined in clause 7.
- 6.9 Any decision of the Complaints Officer to impose a penalty pursuant to clause 6.7(a) is final and a Driver has no right to question, dispute or appeal that penalty or the process followed by the Complaints Officer when making that decision (including for reasons related to procedural fairness or natural justice).

## **7. DISCIPLINARY PROCEDURE**

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- 7.1 If required pursuant to clause 6.7(b) or 6.8, the Network must follow the process set out in this clause 7.
- 7.2 The Network must provide the Driver who is alleged to have breached this agreement with a written notice specifying details of the charge, including where and when the alleged breach occurred, who reported the alleged breach, who will be called by the Network to give evidence in respect of the alleged breach and a brief summary of any written statements or other evidence that will be relied on by the Disciplinary Committee. The notice must also specify the date, time and place of the hearing of the charge by the Disciplinary Committee.
- 7.3 The Disciplinary Committee shall comprise of three Members, one of which will be elected by the committee as its chairperson. The chairperson will have a vote, but will not have a casting vote in the proceedings.
- 7.4 No person shall be entitled to sit on the Disciplinary Committee in respect of a hearing if he or she:
- (a) has any Material Personal Interest in the matter before the Disciplinary Committee; or
  - (b) does not hold at least a basic understanding of the terms of this agreement, the Act, the Regulation and the Network Policies so far as those documents relate to the alleged breach.
- 7.5 The Disciplinary Committee shall have the power (on behalf of the Network) to impose Minor Offence Penalties and/or Major Offence Penalties on Drivers for breaches of this agreement.
- 7.6 The charged Driver shall be entitled to attend the hearing and be represented provided that the Driver gives at least 48 hours written notice to the Disciplinary Committee of the Driver's intent to be represented and details of the representative (including his or her name and the role he or she intends to take at the hearing – for example, if the representative is attending as the Driver's advocate, legal representative or support person).
- 7.7 The Disciplinary Committee shall provide the Driver with a reasonable opportunity to present evidence including by calling witnesses, cross-examining any witnesses present at the hearing and making submissions in support of his or her position.
- 7.8 If the Driver fails to attend the hearing without reasonable excuse the charge may be heard and dealt with by the Disciplinary Committee in the absence of the Driver.
- 7.9 After proper consideration of all facts and circumstances and after providing the Driver with a reasonable opportunity to present evidence and arguments in support of his or her case, the Disciplinary Committee must come to a decision as to whether the Driver is guilty of a breach of this agreement.

- 7.10 If a Driver is found guilty of a breach of this agreement, the Disciplinary Committee must notify the Driver of that decision in writing and may (at its sole discretion):
- (a) not impose any penalty; or
  - (b) impose Minor Offence Penalties and/or Major Offence Penalties.
- 7.11 When determining whether to impose a penalty against the Driver and the extent of any penalty, the Disciplinary Committee may consider any previous breaches of this agreement by the Driver.
- 7.12 The Disciplinary Committee must comply with clauses 8, 9 and 10.
- 7.13 Subject to this agreement, the Disciplinary Committee shall be entitled to determine the manner in which it conducts its affairs.

## **8. SUSPENSION**

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- 8.1 If a Driver is the subject of a Suspension, the Network must specify to the Driver in writing:
- (a) the length of the Suspension;
  - (b) the date and time at which the Suspension will commence; and
  - (c) the date and time at which the Suspension will end.
- 8.2 The terms of a Suspension must (in the Network's opinion) be no more severe than is reasonable in the circumstances to protect the safety of any person and to sufficiently deter the Driver from committing any further breaches.
- 8.3 During a Suspension, the Driver must comply with the terms of the Suspension and not to access or accept bookings that are offered by or via the Network.
- 8.4 If a Driver breaches clause 8.3, a further Suspension may be imposed at the Network's discretion.

## **9. MONETARY FINE OR REPAYMENT OF FARE**

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- 9.1 If the Driver is the subject of a monetary fine, the Network must provide written notice to the Driver of the amount of the fine and the Driver must pay the amount to the Network within 5 working days after such notice is provided.
- 9.2 The amount of the monetary fine must (in the Network's opinion) be no more severe than is reasonable in the circumstances to sufficiently deter the Driver from committing any further breaches and must not exceed \$1,000
- 9.3 If the Driver is directed to repay a fare, the Network must provide written notice to the Driver of the amount of the fare that must be repaid and the Driver must pay the amount to a person nominated by the Network within 5 working days after such notice is provided.

## **10. EXPULSION**

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- 10.1 If the Network determines to cancel the Driver's accreditation with the Network, the Network must provide written notice to the Driver of the date and time at which such cancellation takes effect.
- 10.2 On and from the date and time specified by the Network, the Driver must not:
- (a) bail a taxi from any Operator affiliated with the Network;
  - (b) represent to any person that the Driver is accredited by or affiliated with the Network; or
  - (c) reapply at any time for accreditation with the Network.

## **11. RIGHT OF APPEAL**

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- 11.1 If the Disciplinary Committee imposes Minor Offence Penalties against a Driver, the Driver does not have any right to appeal those penalties.
- 11.2 If the Disciplinary Committee imposes Major Offence Penalties, or a combination of Minor Offence Penalties and Major Offence Penalties, against the Driver, the Driver has the right to appeal those penalties in accordance with the procedures set out in clause 12.
- 11.3 A Driver that has a right of appeal is referred to in clause 12 as the "Appellant".

## **12. APPEALS**

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- 12.1 The Appeals Committee shall comprise of three Members, one of which will be elected by the committee as its chairperson. The chairperson will have a vote, but will not have a casting vote in the proceedings.
- 12.2 No person shall be entitled to sit on the Appeals Committee in respect of a hearing if he or she:
- (a) sat on the Disciplinary Committee that made the original decision which is the subject of the appeal;
  - (b) has any Material Personal Interest in the matter before the Appeals Committee; or
  - (c) does not hold at least a basic understanding of the terms of this agreement, the Act, the Regulation and the Network Policies so far as those documents relate to the alleged breach.
- 12.3 The Appellant must notify the Complaints Officer in writing of the Appellant's intention to appeal and the grounds of appeal against a decision of the Disciplinary Committee, within 7 days after receiving written notification of that decision.
- 12.4 The Appellant must pay a fee (not to exceed \$250 as determined from time to time by the Board to the Network at the time of serving a notice of appeal to cover administrative costs.

- 12.5 The Network must refund such fee to the Appellant if his or her appeal is successful.
- 12.6 If the Complaints Officer receives a notice pursuant to clause 12.3 and payment of the applicable fee pursuant to clause 12.4, the Network must give the Appellant a written direction to attend a hearing before the Appeals Committee specifying the date, time and place of the hearing.
- 12.7 If the Appellant fails to attend the hearing without reasonable excuse the appeal may be heard and dealt with by the Appeals Committee in the absence of the Appellant.
- 12.8 The Appellant shall be entitled to attend the hearing and be represented provided that the Appellant gives at least 48 hours written notice to the Appeals Committee of the Appellant's intent to be represented and details of the representative.
- 12.9 The Appeals Committee shall provide the Appellant with a reasonable opportunity to present evidence including by calling witnesses, cross-examining any witnesses present at the hearing and making submissions in support of his or her appeal.
- 12.10 The Appeals Committee shall (on behalf of the Network) determine the appeal after proper consideration of all facts and circumstances and may either:
- (a) grant or dismiss the appeal in its entirety; or
  - (b) vary the penalty in such manner as the Appeals Committee determines (in its sole discretion).
- 12.11 When determining whether to vary the penalty imposed against the Driver, the Appeals Committee may consider any previous breaches of this agreement by the Driver.
- 12.12 The Appeals Committee shall provide written notice to the Appellant of the decision as soon as reasonably practicable.
- 12.13 The Appellant must comply with the decision of the Appeals Committee and has no right to appeal that decision.
- 12.14 Subject to this agreement, the Appeals Committee shall be entitled to determine the manner in which it conducts its affairs.

### **13. STAND DOWN**

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- 13.1 Notwithstanding any other provision of this agreement, if the Complaints Officer determines (acting reasonably and following consultation with the Board) that it has sufficient grounds to believe that a Driver:
- (a) is guilty of a breach of this agreement that if established would result in the imposition of a Major Offence Penalty;
  - (b) poses an immediate and serious risk to the health and safety of any person;  
and
  - (c) is likely to commit further breaches of this agreement if he or she continues to provide passenger transport services,

the Network may immediately, upon written notice to the Driver, stand down the Driver by temporarily cancelling the Driver's accreditation with the Network (**Stand Down**).

- 13.2 During the Stand Down, the Driver must not:
- (a) bail a taxi from any Operator affiliated with the Network; or
  - (b) represent to any person that the Driver is accredited by or affiliated with the Network.
- 13.3 The Stand Down must only apply until a decision of the Disciplinary Committee has been reached in respect of the alleged breach.
- 13.4 Where a Stand Down is imposed, the Network must use its best endeavours to form a Disciplinary Committee and hold a hearing of the charge against the Driver as soon as practicable.
- 13.5 If, following a Stand Down, no charges are established against the Driver, the Network will not be liable to the Driver for any Loss arising as a result of the Stand Down.

#### **14. RECORDS AND DISCLOSURE OF INFORMATION**

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- 14.1 The Network will keep records of all complaints received against a Driver and any penalties imposed for breaches of this agreement (including copies of decisions of the Disciplinary Committee and the Appeals Committee and written warnings issued to the Driver) for a period of at least 7 years following the complaint or breach.
- 14.2 The Network may notify the Point to Point Commissioner or any other person that a Driver has breached (or is alleged to have breached) this agreement.
- 14.3 Without limiting clause 14.2, the Driver consents to the Network providing information about the Driver's conduct (including any records kept by the Network pursuant to clause 14.1) to any person and the Driver agrees to sign any additional documents required by the Network to facilitate that disclosure.

#### **15. NOTICE**

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- 15.1 Any notice under or in connection with this agreement must be in writing and delivered by hand, by mail (postage pre-paid) or by email.
- 15.2 A notice delivered in accordance with clause 15.1 is deemed to have been received:
- (a) if delivered by hand, on the date it is delivered to the addressee;
  - (b) if mailed to an Australian address, three (3) days after posting or in any other case ten (10) days after posting; or
  - (c) if sent by email, at the time shown in the delivery confirmation report generated by the sender's email system or, if the sender's email system does not generate a delivery confirmation report within twelve (12) hours after the time the email is sent, unless the sender receives a return email

notification that the email was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the email was sent.

- 15.3 A notice received, or deemed to have been received, on a day that is not a Business Day is taken to be received on the next Business Day.

## **16. DEFINITIONS**

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In this agreement, unless the context requires otherwise:

<b>Act</b>	means the <i>Point to Point Transport (Taxis and Hire Vehicles) Act 2016</i> .
<b>Appeals Committee</b>	means the committee which has the composition and powers as set out in clause 12.
<b>Appellant</b>	means a person who appeals against a decision of the Disciplinary Committee.
<b>Bailment Agreement</b>	means the agreement entered into between a Driver and an Operator for the bailment of a taxi to the Driver.
<b>Board</b>	means the board of directors of the Network.
<b>Breach Form</b>	means the form attached as Schedule 1 to this agreement.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or Public Holiday in Sydney, New South Wales.
<b>Claim</b>	means any claim, allegation, suit, action, demand, cause of action or proceeding, irrespective of when it arises, whether or not it is actual or contingent, or whether it is made under agreement or in tort (including in negligence), in equity, under statute or otherwise.
<b>Complaints Officer</b>	means any employee, officer or other nominee of the Network nominated by the Board to deal with complaints in respect of Drivers on behalf of the Network.
<b>Disciplinary Committee</b>	means the committee which has the composition and powers as set out in clause 7.
<b>Driver</b>	means a taxi driver who bails a taxi from an Operator affiliated with the Network.
<b>Loss</b>	means actual or contingent damage, debt, loss, penalty, fine, expense, liability or costs (including legal costs on a solicitor/client basis and investigative costs).
<b>Major Offence Penalty</b>	means penalties imposed against the Driver consisting of one or more of the following:



- (a) a Suspension of more than 7 days;
- (b) a monetary fine of more than \$300;
- (c) a repayment of a fare of more than \$200; and
- (d) cancellation of the Driver's accreditation to be a Driver of the Network.

**Material Personal Interest**

means a material personal interest in a matter that could reasonably be expected to influence a person's decision-making, or give rise to an actual or perceived conflict of interest, in respect of that matter and, without limitation, is deemed to be present for a Member in respect of any Driver accused of a breach of this agreement if that Member:

- (a) is a relative, spouse or business partner of the Driver;
- (b) is the Operator for the Driver;
- (c) reported or witnessed the alleged breach; or
- (d) suffered, or is likely to suffer, any direct Loss as a result of the alleged breach.

**Member**

means a person nominated by the Network and may include:

- (a) the Complaints Officer;
- (b) a member of the Network;
- (c) an Operator;
- (d) a professional adviser of the Network;
- (e) a representative from the NSW Taxi Council or the Country Taxi Operators' Association;
- (f) an employee or officer of the Network; or
- (g) such other person as the Network may decide in its sole discretion.

<b>Minor Offence Penalties</b>	<p>means penalties imposed against the Driver consisting of one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) a Suspension of up to and including 7 days;</li> <li>(b) a monetary fine of up to and including \$300;</li> <li>(c) repayment of a fare of up to and including \$200;</li> <li>(d) a verbal warning; and</li> <li>(e) a written warning.</li> </ul>
<b>Network</b>	<p>means Manly Warringah Cabs and is an authorised “Taxi Service Provider” under the Act and the Regulation.</p>
<b>Network By-Laws</b>	<p>means the by-laws of the Network published by it from time to time.</p>
<b>Network Policies</b>	<p>means all policies, protocols, manuals or other documents that specify standards and procedures which Operators and Drivers must adhere to in relation to taxis and the Network as published by the Board from time to time, including (without limitation) the Network’s:</p> <ul style="list-style-type: none"> <li>(a) Fatigue Management Policy and Protocol;</li> <li>(b) Drug &amp; Alcohol Policy;</li> <li>(c) Code of Conduct;</li> <li>(d) Vehicle Maintenance and General Roadworthiness Policy;</li> <li>(e) Safe Driver Skills Policy;</li> <li>(f) Incident Management Policy; and</li> </ul>
<b>Non-Network Services</b>	<p>means passenger transport services provided other than as part of the passenger transport services provided by the Network. For the purposes of this agreement, passenger transport services which are off-loaded to the Network by another taxi service provider pursuant to formal off-loading arrangements are treated as being part of the Network’s service and are not Non-Network Services.</p>
<b>Operator</b>	<p>means the operator and bailor of a taxi affiliated with the Network and is described in the Act and the Regulation as an “Affiliated Taxi Service Provider”.</p>

<b>Public Holiday</b>	means: <ul style="list-style-type: none"> <li>(a) 1 January (New Year's Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (ANZAC Day), 25 December (Christmas Day) and 26 December (Boxing Day); and</li> <li>(b) any other day designated by a law of New South Wales as a public holiday.</li> </ul>
<b>Point to Point Commissioner</b>	means the Point to Point Transport Commissioner appointed under the Act.
<b>Regulation</b>	means the <i>Point to Point Transport (Taxis and Hire Vehicles) Regulation 2017</i> .
<b>Relevant Laws</b>	means all laws, regulations, by-laws and policies that apply to the operation, or the plying for hire, of a taxi by the Driver including but not limited to the Act, the Regulation, the <i>Industrial Relations Act 1996</i> , the <i>Road Rules 2014</i> (NSW), anti-discrimination legislation, any variations, consolidations, amendments, re-enactments or replacements of that legislation, this agreement, the Network By-Laws, the Network Policies and any standards published by TfNSW or the Point to Point Commissioner, as may exist from time to time.
<b>Suspension</b>	means suspension of access to or acceptance of bookings that are offered to Drivers by or via the Network.
<b>Taxi Service Provider</b>	has the meaning given to that term in the Act.
<b>Taxi Service</b>	has the meaning given to that term in the Act.
<b>TfNSW</b>	means Transport for New South Wales.

**SCHEDULE 1 – BREACH FORM**

**Date:**

\_\_\_\_\_

**Name of Operator/Driver:**

\_\_\_\_\_

**Contact phone number for Operator/Driver:**

\_\_\_\_\_

**Name of Network:**

\_\_\_\_\_

**I wish to report the following breach in connection with the operation, or the plying for hire, of a taxi.**

Details of the alleged breach are as follows [*include specific details of what happened, when it happened, who was involved and which by-law, agreement, policy or law is alleged to have been breached*]:


I warrant that the statements provided in this form are true and complete in all respects to the best of my knowledge and belief.

SIGNED by \_\_\_\_\_ in the )  
presence of: \_\_\_\_\_ )  
                  [print name]

\_\_\_\_\_  
Signature of person authorised to sign documents on behalf of the Operator/Driver

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Print Address of Witness