

SERVICE CONTRACT FOR TAXI ADMINISTRATION SERVICES

TABLE OF CONTENTS

1.	TERM AND OPTION FOR RENEWAL	7
1.1	Term	7
1.2	Option for renewal	7
1.3	Right of first offer	8
2.	INTERACTION BETWEEN CONTRACT AND ACT	8
2.1	Service contract.....	8
2.2	Contract subject to Act	8
2.3	Not a contract of service.....	8
3.	CONTRACTOR'S STATUS AND EXCLUSIVITY	8
3.1	Independent contractor	8
3.2	No exclusivity.....	8
3.3	TMR may grant rights or benefits to others.....	8
4.	CONTRACTOR'S OBLIGATIONS	8
4.1	The Services.....	8
4.2	Reasonable actions	8
4.3	Compliance with laws	9
4.4	Business plan	9
4.5	Solvency	9
4.6	Equipment and services	9
4.7	Key performance indicator	10
5.	THE SERVICES	10
5.1	Minimum service levels	10
5.2	Access to services.....	10
5.3	Continuous even service	10
5.4	Key performance indicator	10
6.	FARES.....	10
6.1	Maximum fares by Affiliated Persons	10
6.2	Fare initiatives	11
7.	AFFILIATION BETWEEN CONTRACTOR AND OTHERS.....	11
7.1	Permissible conditions of affiliation	11
7.2	Prohibited conditions of affiliation.....	11
7.3	Review of affiliation fees.....	11
7.4	Transparent and non-discriminatory decision-making process.....	12
7.5	Review and Appeal panels.....	12
8.	WORKPLACE HEALTH AND SAFETY.....	12
8.1	Health and safety initiatives.....	12
8.2	Fatigue.....	13
8.3	Incident management plan	13
8.4	Incident report.....	13

9.	TAXI SUBSIDY SCHEME	13
9.1	Agency.....	13
9.2	Reimbursement to Contractor	13
9.3	Reimbursement to Affiliated Persons	13
9.4	Procedure	14
9.5	Reporting suspected breaches.....	14
9.6	Effect of termination	14
10.	AFFILIATED VEHICLES	14
10.1	Records	14
10.2	Vehicle standards	15
10.3	Wheelchair accessible vehicles.....	15
10.4	Substitute vehicles	15
10.5	Taxi Security Camera Download Station	15
10.6	Key Performance indicator	16
11.	OPERATOR ACCREDITATION AND DRIVER AUTHORISATION	16
11.1	Obligations on contractor	16
11.2	Records	16
11.3	Not to encourage breach.....	16
11.4	Key performance indicator	16
12.	DRIVER STANDARDS.....	16
12.1	Driver instruction and training.....	16
12.2	Driver refusal of bookings.....	17
12.3	Key performance indicator	17
13.	LICENCE RELEASE.....	17
14.	RECORDS AND REPORTING	17
14.1	Management information system	17
14.2	Contractor to record and provide information.....	17
14.3	Audit and inspection	18
14.4	Format of information	18
14.5	Contractor to keep and provide records of performance.....	19
14.6	Publication of information	19
14.7	Provision of information a key performance indicator	19
14.8	Key performance indicators.....	19
15.	CONTRACT REVIEW	19
15.1	Regulation in public interest	19
15.2	Monitor performance	20
15.3	Access	20
15.4	Review in accordance with Act.....	20
15.5	Midterm review	20
15.6	Contractor to co-operate	20

15.7	Key performance indicators.....	20
16.	BUSINESS CONTINUITY MANAGEMENT	20
16.1	Business continuity, security and risk management	20
16.2	Key performance indicator	21
17.	PEAK DEMAND MANAGEMENT.....	21
17.1	Peak demand management plan	21
17.2	TMR initiatives	21
18.	CUSTOMER SERVICE AND CUSTOMER INFORMATION.....	21
18.1	Complaints.....	21
18.2	Lost property.....	22
18.3	Key performance indicators.....	22
19.	NOTIFICATION TO THE CHIEF EXECUTIVE	22
19.1	Immediate written notice	22
20.	FORCE MAJEURE.....	22
21.	TERMINATION OF CONTRACT.....	23
21.1	Rights of amendment, suspension or cancellation.....	23
21.2	No compensation	23
21.3	Conditions of this contract	24
21.4	Rights on termination	24
21.5	Monies payable	24
21.6	Set-off.....	24
21.7	Repayment of monies	24
21.8	Failure to repay monies.....	24
21.9	Payment not evidence.....	24
22.	DISPUTE RESOLUTION.....	24
22.1	Pre-requisite to litigation	24
22.2	Notice of dispute.....	25
22.3	Attempt to resolve	25
23.	TRANSFER AND SURRENDER OF CONTRACT	25
23.1	Transfer	25
23.2	Surrender.....	26
23.3	Consequences of surrender	26
23.4	Approval of TMR.....	26
23.5	Requests for TMR approval	26
24.	SUBCONTRACTING.....	26
24.1	Consent required to subcontract	26
24.2	Requests to subcontract.....	26
24.3	Copy of subcontract to be provided.....	26
24.4	TMR's rights under subcontract	26
24.5	Termination of subcontract.....	27

24.6	Obligation under subcontract	27
24.7	Redirection of bookings	28
24.8	Bureauing arrangements	28
24.9	Key performance indicator	28
25.	CHANGE OF SHAREHOLDING.....	28
25.1	TMR consent required	28
25.2	Substantial change	28
26.	CONFIDENTIALITY, PRIVACY AND MAINTENANCE OF RECORDS.....	29
26.1	Keep confidential	29
26.2	Exceptions to confidentiality	29
26.3	Information Privacy Act 2009	29
26.4	Maintenance of records	30
27.	REPRESENTATIONS AND WARRANTIES	30
27.1	Representations and warranties to be true	30
27.2	Warranty of authority	30
27.3	Power of attorney	30
27.4	No oral or written warranties	30
28.	INDEMNITY AND INSURANCE.....	30
28.1	Indemnity	30
28.2	Release	31
28.3	Indemnity not defeated	31
28.4	Insurance	31
28.5	Terms of insurance	31
28.6	Evidence of insurance	31
29.	COSTS AND TAXES.....	32
29.1	Contract costs.....	32
29.2	Taxes and duties	32
29.3	GST	32
30.	CHOICE OF LAW AND JURISDICTION.....	32
30.1	Choice of law	32
30.2	Jurisdiction.....	32
31.	NOTICES.....	32
31.1	Addresses for notices	32
31.2	Receipt after posting	32
31.3	Receipt of facsimile	33
31.4	Other communications	33
32.	GENERAL PROVISIONS	33
32.1	Compliance with legislative requirements	33
32.2	Time of essence	33
32.3	Successors	33

32.4	Counterparts	33
32.5	Entire agreement	33
32.6	Breach of contract schedule	33
32.7	Variations and waivers to be in writing	33
32.8	Waiver	33
32.9	Joint and several obligations	33
32.10	Limitation of liability	34
32.11	Authority to complete	34
32.12	Further assurances	34
32.13	Survival of clauses	34
33.	INTERPRETATION	34
33.1	Interpretation	34
33.2	Resolving inconsistencies	35
34.	DEFINITIONS	35
34.1	Definitions in Act to apply	35
34.2	Contract definitions	35
SCHEDULE 1	43
SCHEDULE 2	45
SCHEDULE 3	46
SCHEDULE 4	48
SCHEDULE 5	49
SCHEDULE 6	54

THIS CONTRACT is made on the date on which the last party to execute this contract does so.

BETWEEN: **THE STATE OF QUEENSLAND**, acting through chief executive of the Department of Transport and Main Roads (TMR), of 85 George Street, Brisbane in the State of Queensland

AND: **THE CONTRACTOR** named in Item 2G of Schedule 2 ("The Contractor")

RECITALS:

- A. The Contractor has established expertise in administering taxi services (or has demonstrated business experience required to administer taxi services).
- B. The *Transport Operations (Passenger Transport) Act 1994* is intended to achieve the provision of the best possible public passenger transport at reasonable cost to the community and government.
- C. The Contractor has agreed with TMR to provide the Services on the terms and conditions specified in this contract.

AGREEMENT:

1. TERM AND OPTION FOR RENEWAL

1.1 *Term*

This contract will commence on the Commencement Day and will expire on the Expiration Date, unless terminated or cancelled under this contract or the Act.

1.2 *Option for renewal*

- (a) The Contractor will be entitled to exercise an option to renew this contract for the further term stated in Item 2E of Schedule 2 (**Further Term**), commencing on the day immediately after the Expiration Date, provided that:
 - (i) The Contractor gives written notice of its intention to exercise the option to renew to TMR at least six (6) months but not more than twelve (12) months prior to the Expiration Date; and
 - (ii) The Contractor will not have been in substantial non-compliance of its obligations under this contract or under the Act or will not have been given a Notice of Unsatisfactory Performance under the Act.
- (b) The terms and conditions of the Further Term will be the same as the terms and conditions of this contract except for this sub-clause 1.2 (Option for renewal) which will not apply.

1.3 *Right of first offer*

If TMR decides the Contractor's performance under this contract has been satisfactory and TMR proposes to offer a new service contract for the same kind of service provided under this contract at the end of its term for the same or substantially the same Area, then TMR will invite the Contractor to offer for the new service contract. If the Contractor refuses the invitation, fails to respond to the invitation within the time nominated by TMR or fails to make an offer that is acceptable to TMR, TMR may then invite offers from the public or someone else.

2. **INTERACTION BETWEEN CONTRACT AND ACT**

2.1 *Service contract*

This contract is a service contract under Chapter 6 (Service contracts) of the Act.

2.2 *Contract subject to Act*

Nothing in this contract will affect or limit any powers or rights that the parties may have under the Act.

2.3 *Not a contract of service*

To remove any doubt, this contract does not give rise to a contract of service between the parties under the *Workers' Compensation and Rehabilitation Act 2003*.

3. **CONTRACTOR'S STATUS AND EXCLUSIVITY**

3.1 *Independent contractor*

The Contractor is deemed to be an independent contractor and will at no time be an agent of TMR when discharging its obligations under this contract.

3.2 *No exclusivity*

This contract does not provide the Contractor with an exclusive right to operate the Services under section 38(2) of the Act.

3.3 *TMR may grant rights or benefits to others*

For clarity, a right granted or benefit conferred under this contract is not exclusive. Despite anything contained in this contract, TMR may grant to any other Person from time to time (without any liability or obligation on TMR to compensate any Person and without prejudice to any other right TMR may have) any right or benefit similar to the right or benefit of the Contractor under this contract.

4. **CONTRACTOR'S OBLIGATIONS**

4.1 *The Services*

The Contractor must provide the Services for the Area during the term of this contract on the terms and conditions specified in this contract.

4.2 *Reasonable actions*

The Contractor must act in a reasonable way to facilitate the operation of this contract and in exercising its rights under this contract.

4.3 *Compliance with laws*

The Contractor must comply with:

- (a) the provisions of the Act, the Regulation, the Standard, and all other applicable laws, including but not limited to the *Disability Standards for Accessible Public Transport 2002* (the Disability Standards) issued pursuant to the Commonwealth's *Disability Discrimination Act 1992* (Cth); and
- (b) all reasonable directions and requirements of TMR in respect of the operation of this contract, including directions and requirements so as to ensure public safety and security.

4.4 *Business plan*

- (a) The Contractor must operate and develop the Services consistent with the Business Plan, outlining how the Minimum Service Levels will be achieved.
- (b) The Contractor must update the Business Plan annually and provide a copy of the current Business Plan within 5 Business Days of receiving written notice from TMR when requested from time to time.

4.5 *Solvency*

- (a) The Contractor must be solvent for the duration of this contract.
- (b) Without limiting the generality of clause 4.5(a) the Contractor will be in contravention of that condition if:
 - (i) an order is made or a resolution is effectively passed for the winding up or dissolution of the Contractor (except for the purpose of solvent reconstruction or amalgamation of which TMR has given its prior written approval) ; or
 - (ii) the Contractor goes into liquidation or makes an assignment for the benefit or enters into an arrangement, composition or compromise with its creditors, or any class of its creditor; or
 - (iii) a receiver and manager, controller, administrator, trustee or similar officer is appointed over all or part of the assets of the Contractor or an application or order for such an appointment is made; or
 - (iv) execution is levied against the Contractor and not discharged within thirty (30) days; or
 - (v) the Contractor is unable to pay its debts as and when they fall due, or is deemed unable to pay its debts according to any applicable legislation (other than because of a failure to pay a debt or claim that is the subject of a good faith dispute); or
 - (vi) the Contractor (being an individual) becomes bankrupt or commits an act of bankruptcy; or
 - (vii) anything analogous or having a similar effect to anything referred to in clauses 4.5(b)(i) to (vi) occurs to the Contractor.

4.6 *Equipment and services*

Unless otherwise specified in this contract the Contractor will provide all goods and services

necessary to perform this contract.

4.7 *Key performance indicator*

The terms and conditions of this clause are Key Performance Indicators and accordingly if any breach of these terms and conditions is not rectified by the Contractor within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 40 penalty units per week.

5. THE SERVICES

5.1 *Minimum service levels*

At all times during the term of this contract, the Contractor must act in a way that:

- (a) meets or exceeds the Minimum Service Levels for Dispatch Time (Schedule 3);
- (b) facilitates the meeting or exceeding of the Minimum Service Levels for Waiting Time (Schedule 3);
- (c) satisfies all of the Special Conditions (Schedule 4), if any; and
- (d) delivers the Additional Benefits (Schedule 6), if any.

5.2 *Access to services*

The Contractor must ensure that only drivers of Affiliated Vehicles licensed to operate in the Area are able to access the taxi booking services provided by the Contractor.

5.3 *Continuous even service*

- (a) Without limiting clause 5.1, the Contractor must at all times accept and respond to all taxi bookings received from anywhere within the Area on a continuous even basis.
- (b) The Contractor must have a continuously operating electronic booking system, linked with the operations centre of the Contractor and the Affiliated Vehicles, which provides a communication service and accepts bookings and assigns vehicles on a continuous basis.
- (c) The Contractor must advise TMR of any changes to the booking system, including the way in which bookings are accepted and assigned, which could reasonably be expected to materially affect the Services or Minimum Service Levels under the contract.

5.4 *Key performance indicator*

The terms of this clause are key performance indicators and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 35 penalty units per month.

6. FARES

6.1 *Maximum fares by Affiliated Persons*

The Contractor must have in place and implement procedures that ensure that no Affiliated Person charges an amount in excess of, or in addition to, the maximum taxi fares established by gazette notice under section 74A of the Act.

6.2 *Fare initiatives*

- (a) The Contractor must implement any Fare Initiatives.
- (b) The Contractor must have in place and implement procedures that ensure that each Affiliated Person:
 - (i) is aware of the Fare Initiatives and the circumstances in which it may be charged; and
 - (ii) applies the Fare Initiatives where appropriate.

7. **AFFILIATION BETWEEN CONTRACTOR AND OTHERS**

7.1 *Permissible conditions of affiliation*

The Contractor must ensure that persons who wish:

- (a) to become an Affiliated Person; or
- (b) to receive or be entitled to receive a service or benefit from the Contractor (other than a benefit in the nature of dividend or share of income, profit or capital derived from the holder of a security); do so only by:
 - (i) paying no more than a reasonable fee (whether referred to as an affiliation fee or a fee or charge by any other name);
 - (ii) entering into the Contractor's usual form of performance contract (if any);
 - (iii) agreeing to adhere to the Contractor's usual code of customer service;
 - (iv) agreeing to respond to all bookings in a timely manner;
 - (v) completing the Contractor's in-house training requirements; and
 - (vi) agreeing to comply with any reasonable request made by the Contractor in order to assist the Contractor meet its obligations under this contract, including (but not limited to) meeting the Minimum Service Levels.

7.2 *Prohibited conditions of affiliation*

The Contractor must not make it a condition of a Taxi Service Licence Holder:

- (a) being or becoming an Affiliated Person; or
- (b) to receive or be entitled to receive a service or benefit from the Contractor (other than a benefit in the nature of dividend or share of income, profit or capital derived from the holder of a security); that the Taxi Service Licence Holder or any other person:
 - (i) acquire, hold or agree to acquire or hold a security (whether security is made available by the Contractor or any other person); or
 - (ii) do or omit to do anything that would breach the terms and conditions of that person's taxi service licence or legislation; or
 - (iii) fail to give preference to, or accept, bookings requiring a wheelchair accessible vehicle.

7.3 *Review of affiliation fees*

TMR may review affiliation fees for reasonableness as required.

7.4 *Transparent and non-discriminatory decision-making process*

- (a) This clause only applies where the Contractor makes a disciplinary ruling pertaining to an affiliated driver and/or operator under the Contractor's guideline and/or regulations.
- (b) The Contractor must have a formal transparent and non-discriminatory decision-making process in place for affiliated drivers and operators.
- (c) The formal transparent and non-discriminatory decision-making process must make clear to the driver and/or operator who will be affected by the decision;
 - (i) what the decision is;
 - (ii) who made the decision;
 - (iii) what information and other factors were considered in making the decision; and
 - (iv) how the decision was arrived at.
- (d) The Contractor must ensure that all affiliated drivers and operators are aware of the formal transparent and non-discriminatory decision-making process.

7.5 *Review and Appeal panels*

- (a) For decisions made under 7.4 of this contract, the Contractor must have in place a formal transparent and non-discriminatory decision-making review and appeal process in place for all affiliated drivers and operators,
- (b) In the event that an applicant seeks a review of a decision rendered by the Contractor,
- (c) The review panel must ensure that the original decision;
 - (i) was fairly made;
 - (ii) complied with the Contractors guidelines and regulations;
- (d) The review panel can include the person/s who made the original decision as well as other persons/s who did not make the original decision;
- (e) In the event that the original decision is upheld by the review panel and an applicant seeks an appeal of the decision, the Contractor may apply a reasonable fee to the applicant
- (f) The appeal panel must ensure that the original decision upheld by the review panel;
 - (i) was fairly made;
 - (ii) complied with the Contractor's guidelines and regulations;
- (g) The appeal panel must include at least one member with appropriate experience that is independent of the Contractor, the Contractor's interests and the taxi industry.
- (h) The Contractor must ensure that all affiliated drivers and operators are aware of the decision-making review and appeal processes and how to access them.

8. WORKPLACE HEALTH AND SAFETY

8.1 *Health and safety initiatives*

The Contractor will:

- (a) co-operate in any review undertaken by TMR relating to the health and safety of drivers; and
- (b) satisfy TMR they complied with any initiatives of TMR (which are imposed on the Contractor) designed to improve health and safety for drivers.

8.2 *Fatigue*

- (a) The Contractor must have in place and implement procedures that ensure that each driver of an Affiliated Vehicle complies with section 10 (Fatigue management) of the Standard.
- (b) The Contractor must maintain records detailing the measures taken by it to comply with subclause (a) above and make such records available for inspection by TMR upon request.

8.3 *Incident management plan*

- (a) Without limiting clause 4.3 (Compliance with Laws), the Contractor must comply with the provisions of the Standard relating to Incident Management Plans.
- (b) The Contractor must ensure staff, and ensure Affiliated Persons, are appropriately trained in respect of the Contractor's Incident Management Plan.
- (c) The Contractor must provide TMR with a copy of the Incident Management Plan within 5 Business Days of receiving written notice from TMR when requested from time to time.

8.4 *Incident report*

- (a) Without limiting clause 4.3 (Compliance with Laws), the Contractor must comply with the provisions of the Standard relating to Incident Reports.
- (b) The Contractor must provide TMR with a copy of each Incident Report upon receiving 5 Business Days prior written notice or at such frequency prescribed by TMR from time to time.

9. TAXI SUBSIDY SCHEME

9.1 *Agency*

Where the Contractor submits a claim pursuant to the Taxi Subsidy Scheme on behalf of Affiliated Persons, the Contractor warrants to TMR that the Contractor is authorised to act as an agent for those persons in seeking appropriate reimbursements from TMR for a benefit provided to members of the Taxi Subsidy Scheme.

9.2 *Reimbursement to Contractor*

TMR will ensure payment is made to the Contractor for the reimbursement of taxi subsidies under the Taxi Subsidy Scheme within ten (10) Business Days of TMR receiving appropriately completed trip payment reports.

9.3 *Reimbursement to Affiliated Persons*

The Contractor must:

- (a) reimburse all Affiliated Persons for taxi subsidies due to them within ten (10) Business Days of the Contractor receiving payment of the benefit from TMR; and

- (b) not apply a fee or charge to Affiliated Persons for acting as an agent in obtaining a benefit payment under the Taxi Subsidy Scheme.

9.4 *Procedure*

The Contractor must:

- (a) comply with the requirements of the Taxi Subsidy Scheme as determined by TMR from time to time;
- (b) comply with TMR policies and reasonable directions about the Taxi Subsidy Scheme;
- (c) have in place and implement procedures that ensure that all Affiliated Persons are aware of their responsibilities to members of the Taxi Subsidy Scheme and to TMR with regard to:
 - (i) travel entitlements (including benefits) to Taxi Subsidy Scheme members;
 - (ii) maintaining appropriate records of discounted travel for Taxi Subsidy Scheme members; and
 - (iii) identifying and reporting suspected breaches of the Taxi Subsidy Scheme; and
- (d) lodge regular claims with supporting documentation to verify amounts sought for reimbursement of a benefit provided to Taxi Subsidy Scheme members in a form and with such frequency as determined by TMR;
- (e) ensure that claims lodged in relation to the Taxi Subsidy Scheme only relate to services provided in Affiliated Vehicles; and
- (f) not exclude members of the Taxi Subsidy Scheme from any Fare Initiatives implemented by the Contractor.

9.5 *Reporting suspected breaches*

- (a) The Contractor must report information about any breach, attempted breach or suspected breach relating to the Taxi Subsidy Scheme to TMR immediately.
- (b) The Contractor and TMR will work co-operatively to investigate and address any breach, attempted breach or suspected breach of the Taxi Subsidy Scheme. Without limitation, the Contractor will promptly provide any additional information, data or evidence that TMR may request.

9.6 *Effect of termination*

The Contractor will not be entitled to receive any monies from the Taxi Subsidy Scheme after the date on which this contract expires or is terminated (whichever is the earlier).

10. **AFFILIATED VEHICLES**

10.1 *Records*

The Contractor must maintain a written record of all Affiliated Vehicles including, as a minimum:

- (a) the registration number;
- (b) the make, model, year of manufacture;
- (c) the vehicle identification number;

- (d) the applicable taxi service licence number; and
- (e) the personal details of the Taxi Service Licence Holder.

10.2 *Vehicle standards*

The Contractor must have appropriate procedures in place which ensure that all Affiliated Vehicles:

- (a) are appropriately licensed under the Act;
- (b) comply with the requirements of operator accreditation, including relevant safety standards and requirements;
- (c) are clean and tidy and reasonably comfortable when performing the service;
- (d) are maintained in a safe and roadworthy condition and in accordance with all applicable laws;
- (e) are presented in the Contractor's standard livery;
- (f) are fitted with the equipment (if any) specified in Schedule 5 (Equipment for Vehicles) of the Regulation for taxis or in the taxi service licence applying to the vehicle or as otherwise directed by TMR;
- (g) are of type that complies with Schedule 8 (Public Passenger Vehicles) of the Regulation for taxi services;
- (h) do not exceed the maximum age limits specified for taxis in section 67 (Maximum age limits for taxis) of the Regulation;
- (i) display the stickers and other signage required from time to time by TMR.

10.3 *Wheelchair accessible vehicles*

- (a) The Contractor must cooperate with TMR to ensure that a sufficient number of its Affiliated Vehicles are wheelchair accessible in order to meet the needs of the community, and the requirements of the *Disability Discrimination Act 1992 (Cth)*.
- (b) Where passenger demand for wheelchair accessible taxis increases to the extent that the Minimum Service Levels for wheelchair accessible taxis are not being achieved, the Contractor shall take action to address the issue by either:
 - (i) requesting TMR to issue additional taxi service licences for wheelchair accessible taxis;
 - (ii) proposing to TMR alternative strategies to meet demand;
 - (iii) applying for peak demand taxi permits for wheelchair accessible taxis.

10.4 *Substitute vehicles*

- (a) The Contractor will be responsible for the arrangement of the use of a substitute vehicle in accordance with Part 6, Division 3 (Substitute Taxis) of the Regulation and any applicable policy and procedures determined from time to time by TMR.
- (b) The Contractor must maintain a record of the use of a substitute vehicle instead of a licensed taxi and make that record available for inspection by TMR upon request.

10.5 *Taxi Security Camera Download Station*

- (a) The Contractor must ensure that there is a secure taxi security camera download

station available to drivers and operators 24/7, free of charge and that taxi security camera images can be downloaded in the shortest possible time.

(b) The Contractor must ensure that the download station complies with all relevant legislation and regulations, as amended from time to time.

(c) The Contractor must ensure that all drivers and operators are aware of the taxi security camera download station, how to access it and limitation on the length of time taxi security camera images are retained.

10.6 *Key Performance indicator*

The terms of this clause are Key Performance Indicators and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 20 penalty units per week.

11. OPERATOR ACCREDITATION AND DRIVER AUTHORISATION

11.1 *Obligations on contractor*

The Contractor must at all times during this contract:

(a) hold and maintain appropriate operator accreditation under the Act; and

(b) ensure that each driver of an Affiliated Vehicle holds and maintains appropriate authorisation under the Act.

11.2 *Records*

The Contractor must keep a record of all operator accreditations and driver authorisations relied upon under clause 11.1 and make such records available to TMR for inspection upon receiving 5 Business Days prior written notice.

11.3 *Not to encourage breach*

The Contractor must not directly or indirectly instruct, require or encourage an Affiliated Person to breach the conditions of their taxi service licence, operator accreditation, or driver authorisation (as the case may be).

11.4 *Key performance indicator*

The terms of this clause are Key Performance Indicators and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 20 penalty units per week.

12. DRIVER STANDARDS

12.1 *Driver instruction and training*

(a) The Contractor must ensure that each driver of an Affiliated Vehicle is given:

(i) an introduction to the driver's obligations under the Act, the Regulation, the Standard and all other applicable laws; and

(ii) training under a documented training program, in the driver's obligations under the Act, the Regulation, the Standard, and all other applicable laws;

- (iii) an introduction to the fares, Fare Initiatives and the Taxi Subsidy Scheme.
- (b) The Contractor must provide all necessary instruction and direction to all drivers of Affiliated Vehicles to promote the safe and proper delivery of taxi services by those persons in connection with this contract.
- (c) Without limiting subclauses (a) or (b) above, the Contractor must:
 - (i) issue a manual of operating procedures for all drivers; or
 - (ii) ensure that all drivers of Affiliated Vehicles are properly authorised and receive appropriate and ongoing structured training to accommodate changes to basic entry training requirements.

12.2 *Driver refusal of bookings*

- (a) The Contractor must comply with the obligations and responsibilities of a taxi booking company under TMR's Taxi Job Refusal Policy (as amended from time to time).
- (b) The Contractor must develop criteria specifying the circumstances which constitute a Refusal by an Affiliated Person.
- (c) The Contractor must have in place and implement procedures that ensure that each Affiliated Person is aware of the Contractor's Refusal criteria.
- (d) The Contractor will cooperate with, and support, TMR in identifying and investigating Refusals by an Affiliated Person in accordance with TMR's Taxi Job Refusal Policy. Without limitation, the Contractor will promptly provide any additional information, data or evidence that TMR may request.

12.3 *Key performance indicator*

The terms of this clause are Key Performance Indicators and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 20 penalty units per week.

13. LICENCE RELEASE

Nothing in this Contract overrides the unfettered right of TMR to issue taxi service licences for the Area to meet public demand.

14. RECORDS AND REPORTING

14.1 *Management information system*

The Contractor must establish and maintain a management information system containing at least, but not limited to, all of the information necessary to demonstrate its performance under this contract in order to accurately monitor, record and report on its performance in accordance with any requirements under this contract.

14.2 *Contractor to record and provide information*

- (a) The Contractor must record and provide TMR with:
 - (i) All the information specified in Schedule 5 (Performance Reporting):
 - a within 20 Business Days of the last day of each quarter during the term of this contract;

- b upon expiration or termination of this Contract; or
 - c or at such other times as may be reasonably required by TMR upon receiving 5 Business Days prior written notice; and
- (ii) any other information reasonably requested within 5 Business Days of receiving written notice from TMR from time to time relevant to the provision of the Services under this contract.

(b) Information to be provided or reported by the Contractor under this contract must be in the format and submitted in the manner specified by TMR from time to time. Without limitation, TMR may require information to be reported via a data warehouse maintained by or on behalf of TMR.

14.3 *Audit and inspection*

- (a) Subject to clause 14.3(b), TMR or its auditors (whether internal or external auditors) may access (upon providing the Contractor with 5 Business Days prior written notice) the Contractor's books, records and documentation directly relevant to the provision of the Services and the Contractor's obligations under this contract only for inspection and/or audit for any one or more of the following purposes:
- (i) verifying the information supplied to TMR by the Contractor;
 - (ii) conducting a mid-term review (clause 15.5) of the contract;
 - (iii) assessing the Contractor's performance under this contract as against the Business Plan,
 - (iv) assessing the performance of Affiliated Persons;
 - (v) assessing any driver in regard to passenger safety issues;
 - (vi) auditing the actions of the Contractor and Affiliated Persons in relation to the Taxi Subsidy Scheme;
 - (vii) ensuring compliance with this contract; and
 - (viii) discharging any of TMR's obligations under the Act.
- (b) The Contractor must comply with any such reasonable request by TMR, provided that TMR minimises as far as practicable any inconvenience or interruptions to the Contractor's business in the provision of the Services.
- (c) All information obtained by TMR as a consequence of the exercise of this clause 14.4 will be held and treated in accordance with clause 26.

14.4 *Format of information*

- (a) The Contractor must provide information under this clause as specified in the Quarterly Taxi Service Contract Report in Section 2 of Schedule 5 (Performance Reporting) or in a format reasonably specified by TMR in accordance with industry standards.
- (b) The Contractor must submit the Quarterly Taxi Service Contract Report electronically, in a way reasonably specified by TMR in accordance with industry standards, unless TMR has provided written approval not to do so.
- (c) The Contractor acknowledges and agrees that TMR may require the information under this clause to be provided as a direct download of the booking system data in a data

warehouse environment.

- (d) TMR may amend the required form and content, and the method of lodgement, of Schedule 5 (including the Quarterly Taxi Service Contract Report) by notice to the Contractor.

14.5 *Contractor to keep and provide records of performance*

- (a) The Contractor must maintain complete and accurate records sufficient to demonstrate its performance under this contract, and must provide any information that TMR may require in order to assess the performance of the Contractor within ten (10) Business Days of receiving a request for that information from TMR, unless otherwise agreed to in writing by TMR.
- (b) The Contractor must securely retain such records for a period of at least six (6) years after termination of this contract.

14.6 *Publication of information*

- (a) Subject to clause 14.6(c) TMR may publish information relating to the performance of the Contractor's obligations under this contract.
- (b) Subject to clause 14.6(c) TMR may publish Minimum Service Level data relating to the Contractor's performance.
- (c) TMR must not publish confidential financial data or information relating to the Contractor's business structure, shareholding arrangements, business operations or staff without the prior written consent of the Contractor.

14.7 *Provision of information a key performance indicator*

The provision of information by the Contractor as required under this clause is a Key Performance Indicator and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur:

- (a) a monetary penalty of 40 penalty unit per day for a breach of clause 14.2;
- (b) a monetary penalty of 20 penalty units per week for a breach of clauses 14.1, 14.3, 14.4, and 14.5.

14.8 *Key performance indicators*

- (a) For the purposes of this contract, each day that the Contractor remains in breach of a Key Performance Indicator is deemed to be a separate breach of a Key Performance Indicator.
- (b) The penalty units for a breach of a Key Performance Indicator in this contract will apply from Commencement Day.
- (c) The identification of a Key Performance Indicator does not limit or restrict any other rights or remedies that TMR may have under this contract or the Act.

15. CONTRACT REVIEW

15.1 *Regulation in public interest*

The Contractor acknowledges that TMR has an obligation to regulate Taxi Services in the public interest and shall co-operate with TMR in fulfilling that obligation.

15.2 *Monitor performance*

TMR may, for the purpose of discharging any of TMR's obligations or for monitoring the Contractor's performance under this contract, conduct a review of any aspect of the contract or the Contractor's performance of it.

15.3 *Access*

The Contractor shall allow (upon receiving 5 Business Days prior written notice from TMR, except for issues relating to safety) a representative of TMR access to any premises from which the Contractor conducts its administration or operations.

15.4 *Review in accordance with Act*

Without limiting any provision of this contract, the Contractor's performance under the contract shall be subject to review as outlined in the Act.

15.5 *Midterm review*

The Contractor's performance under this contract will be subject to a midterm review as specified under section 46 (Review of holder's performance) of the Act.

15.6 *Contractor to co-operate*

In order to facilitate a review under this clause, the Contractor must:

- (a) subject to TMR giving reasonable notice and not causing undue disruption to the Contractor providing the Services, give TMR access to all of its books and records relevant to the performance of this contract;
- (b) comply with all reasonable guidelines and directions issued by TMR relating to the review;
- (c) co-operate with TMR to ensure that any review conducted under this clause is completed promptly; and
- (d) implement all improvements that TMR reasonably determines are necessary to improve the level of the Services under this contract.

15.7 *Key performance indicators*

The terms of this clause that are applicable to the Contractor are Key Performance Indicators and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 40 penalty units per week.

16. **BUSINESS CONTINUITY MANAGEMENT**

16.1 *Business continuity, security and risk management*

- (a) The Contractor must have in place risk management, security and business continuity plans and procedures to ensure continuity of the Services, to a reasonable standard, and undertake reasonable security precautions appropriate to the risk involved despite any event that may impact on the Services.
- (b) The Contractor must provide TMR with copies of any risk management, security and business continuity plans upon receiving 5 Business Days prior written notice by TMR.
- (c) Without limiting clause 16.1(a), the Contractor must participate in and implement all

programs developed in accordance with state and national policies for counter terrorism activities, as notified by the TMR and/or the Commonwealth Government from time to time, to ensure Service continuity and must meet any reasonable additional costs incurred in doing so.

16.2 *Key performance indicator*

The terms and conditions under this clause are Key Performance Indicators and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 20 penalty units per week.

17. PEAK DEMAND MANAGEMENT

17.1 *Peak demand management plan*

- (a) The Contractor must develop a Peak Demand Management Plan for the Area to manage the demand for Taxi Services during Peak Patronage Periods in accordance with the requirements of the Act and under which the hours of operation of Peak Demand Taxis are not exceeded.
- (b) The Contractor must provide TMR with a copy of the Peak Demand Management Plan upon receiving 5 Business Days prior written notice or at such frequency prescribed by TMR from time to time.
- (c) The Contractor will be responsible for managing the use of Peak Demand Taxis in accordance with its Peak Demand Management Plan, the Act, the Regulation and any applicable policy and procedures determined from time to time by TMR.
- (d) The Contractor must maintain a written record of the use of Peak Demand Taxis and make that record available for inspection upon receiving 5 Business Days prior written notice by TMR

17.2 *TMR initiatives*

In addition to its obligations under clause 17.1, the Contractor must also comply with reasonable directions given by TMR in relation to the management of the demand for Taxi Services during peak times or in periods specified or requested by TMR.

18. CUSTOMER SERVICE AND CUSTOMER INFORMATION

18.1 *Complaints*

- (a) The Contractor must implement a system to enable members of the public to make inquiries or complaints about the Service, including Minimum Service Levels, by telephone, email, post, facsimile or in person.
- (b) The Contractor must maintain a register of complaints, recording the date, name and contact details of the complaint, the nature of the complaint and the action taken in response to each complaint received, and the response time for each complaint.
- (c) The Contractor must investigate and respond to all complaints of a routine or non-urgent nature within 10 Business Days, and for complaints of an urgent nature within 4 Business Days in accordance with, and defined in Transport and Main Road's taxi complaint policy and database.

18.2 *Lost property*

The Contractor must establish and implement procedures for the management of lost property.

18.3 *Key performance indicators*

The terms of this clause are Key Performance Indicators and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 20 penalty units per occurrence.

19. NOTIFICATION TO THE CHIEF EXECUTIVE

19.1 *Immediate written notice*

The Contractor must give TMR written notice immediately upon:

- (a) being unable or unwilling to operate any part of the Service or becoming aware of any reasonable likelihood of its inability to operate any part of the Service;
- (b) any change in the Contractor's financial position or any circumstances that may materially affect the Contractor's performance under this Contract;
- (c) becoming aware of any matter that may significantly affect the relationship between the Contractor and Affiliated Persons in the delivery of the Services or the taxi industry in general.

20. FORCE MAJEURE

(a) The Contractor will not be liable for any delay in or failure to perform its obligations if the delay or failure arises from causes beyond its reasonable control including by:

- (i) act of God;
- (ii) strike, lockout or other industrial disturbance;
- (iii) act of public enemy, terrorism, war, blockade, revolution, riot, insurrection, or civil commotion;
- (iv) lightning, storm, flood, fire, earthquake, or explosion;
- (v) any action, inaction, demand, order, restraint, restriction, requirement, prevention, frustration or hindrance by or of any applicable government authority; or
- (vi) the unavailability (other than due to default or lack of planning or forethought by the Contractor) of any essential equipment, chemicals, resources or other materials;

and provided that:

- (b) the Contractor has taken all proper precautions, due care and reasonable alternative measures with the object of avoiding the delay or failure and of carrying out its obligations under this contract; and
- (c) as soon as possible after the beginning of an occurrence which affects the ability of the Contractor to observe or perform any of its covenants or obligations under this contract and after that whenever requested by TMR, the Contractor has given notice to TMR of

the specific nature of the occurrence, the measures being taken by the Contractor to overcome the occurrence and, as far as possible, estimating its remaining duration and has used all reasonable endeavours to overcome the effects of the occurrence in question.

21. TERMINATION OF CONTRACT

21.1 *Rights of amendment, suspension or cancellation*

- (a) TMR may amend, suspend or cancel this contract pursuant to, and in the manner prescribed in, section 47 of the Act if:
 - (i) the Contractor contravenes a condition of this contract; or
 - (ii) TMR reasonably believes a contravention by the Contractor is imminent.
- (b) In addition to the rights of amendment, suspension or cancellation in clause 21.1(a) and any other rights that TMR may have, TMR may immediately amend, suspend or cancel this contract pursuant to section 47(3) of the Act if TMR reasonably believes that the Contractor is unable to provide any or all of the Services.
- (c) If the Contractor has contravened a condition of this contract, TMR may, without limiting any other right that TMR may have under the Act or at law, do any one or more of the following:
 - (i) suspend the operation of this contract for any period during which the contravention continues and, at the Contractor's expense, engage another Person to provide the Services in all or in part in the place of the Contractor for the period of the suspension; or
 - (ii) sue the Contractor for damages for breach of contract; or
 - (iii) require the Contractor to pay to TMR, in respect of each individual breach of a key performance indicator, the amount prescribed in this contract and in all other cases the maximum amount prescribed by the Act; or
 - (iv) require the Contractor to pay to TMR such compensation as TMR determines is appropriate for that contravention; or
 - (v) require the Contractor and employees and officers of the Contractor nominated by TMR to undertake at the Contractor's expense such training and obtain such assistance as TMR may determine.

21.2 *No compensation*

- (a) With the exception of compensation which may be payable under section 47(4) of the Act, no compensation will be payable by TMR in respect of any action taken under this clause 21 and the action taken will not:
 - (i) defer, delay or limit any other rights TMR may have (including, without limitation, a right of termination under this clause or under the Act or a right to seek damages in respect of any default); or
 - (ii) in the case of action taken under clause 21.1(c), relieve the Contractor of any obligation or liability under this contract.
- (b) No compensation will be payable by TMR to the Contractor in respect of any amendment of the conditions of this contract made in accordance with section 67 of the

Act.

21.3 *Conditions of this contract*

The parties agree that the following provisions are conditions of this contract for the purposes of clause 21.1(a) (i):

- (a) Clauses 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 18, 23, 24, 26.1, 26.3, 27.1, 28.1, 28.4, 28.5, 28.6 and 32.1.

21.4 *Rights on termination*

Termination of this contract will not affect any claim or action either party may have against the other by reason of any antecedent breach of this contract and will not relieve either party of any obligation under this contract which is expressed to continue after termination.

21.5 *Monies payable*

Upon any amendment, suspension, cancellation or termination of this contract by either party for any reason, the Contractor must immediately pay to TMR:

- (a) all amounts then payable under this contract or the Act; and
- (b) all reasonable costs associated with the procurement or implementation of any services that, in the reasonable opinion of TMR, are reasonably necessary to fulfil the Contractor's obligations under this contract.

21.6 *Set-off*

TMR may at any time set-off against any monies payable to the Contractor under this contract, including the Taxi Subsidy Scheme, any monies, fees and charges then payable by the Contractor under this contract or the Act.

21.7 *Repayment of monies*

The Contractor will immediately repay to TMR any monies paid under this contract:

- (a) that has been wrongfully paid to or claimed by the Contractor (whether or not on behalf of any other Person); or
- (b) where the Contractor has not complied with the conditions of payment.

21.8 *Failure to repay monies*

A failure to repay any monies under this clause is a breach of a condition of this contract.

21.9 *Payment not evidence*

- (a) No payment by TMR will be evidence of the satisfactory performance of this contract, either wholly or in part.
- (b) No payment will in any way affect or prejudice the rights of TMR against the Contractor.

22. DISPUTE RESOLUTION

22.1 *Pre-requisite to litigation*

Unless a party has complied with the procedure in the following parts of this clause 22, that party may not commence court proceedings relating to any dispute arising from this contract, except where that party seeks urgent interlocutory relief (in which case that party need not comply with this clause 22 before seeking such relief). Where a party fails to

comply with this clause 22, any other party in dispute with the party so failing to comply need not comply with this clause 22 before commencing court proceedings relating to that dispute.

22.2 *Notice of dispute*

Any party claiming that a dispute has arisen under this contract between the parties must give notice to the other party designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute. The party given written notice must promptly give notice to the other party, designating as its representative in negotiations relating to the dispute a person with similar authority.

22.3 *Attempt to resolve*

- (a) The designated people must seek to resolve the dispute within ten (10) Business Days of the last designation required by clause 22.2.
- (b) If the dispute is not resolved within that period of ten (10) Business Days (or within such further period as the representatives may agree is appropriate) the parties in dispute within a further ten (10) Business Days (or within such further period as the representatives may agree is appropriate) must seek to agree on:
 - (i) a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation, independent expert determination or mini-trial;
 - (ii) the procedure and timetable for any exchange of documents and other information relating to the dispute;
 - (iii) procedural rules and a timetable for the conduct of the selected mode of proceeding;
 - (iv) a procedure for selection and compensation of any neutral person who may be employed by the parties in dispute; and
 - (v) whether the parties in dispute should seek the assistance of a dispute resolution organisation.
- (c) After the expiration of the time established by or agreed under clause 22.3 for the agreement on a dispute resolution process, any party which has complied with the provisions of the clause may in writing terminate the dispute resolution process and may then commence court proceedings relating to the dispute.
- (d) The purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 22 is to attempt to settle the dispute between the parties, and will accordingly be treated as "without prejudice" in any subsequent court proceedings.
- (e) Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this contract to the extent possible.

23. TRANSFER AND SURRENDER OF CONTRACT

23.1 *Transfer*

The Contractor may transfer its rights and liabilities under this contract only with the prior written approval of TMR in accordance with section 48 of the Act.

23.2 *Surrender*

The Contractor may surrender this contract only with the prior written approval of TMR in accordance with section 48 of the Act. This contract will terminate on the effective date of surrender.

23.3 *Consequences of surrender*

The Contractor will not be liable to pay any amount to TMR for the cost of engaging another Person to provide the Services under this contract in the place of the Contractor after the effective date of surrender, although this is not to limit any other obligation to pay compensation, whether in respect of a default of the Contractor or otherwise.

23.4 *Approval of TMR*

Approval of TMR under this clause may be given or declined in the unfettered discretion of TMR or given subject to such conditions as TMR thinks fit.

23.5 *Requests for TMR approval*

The Contractor will give any request for approval of TMR under this clause to TMR at least twenty (20) Business Days prior to the proposed effective date of transfer or surrender of this contract.

24. SUBCONTRACTING

24.1 *Consent required to subcontract*

The Contractor must not subcontract the provision of any of the Services under this contract without the prior written consent of TMR (acting reasonably), which:

- (a) will not operate as an authority to transfer responsibility for obligations of the Contractor under the contract to the subcontractor; and
- (b) will not relieve the Contractor from any of its liabilities or obligations under this contract.

24.2 *Requests to subcontract*

The Contractor must give any request to subcontract under this clause to TMR at least thirty (30) Business Days prior to the proposed commencement date of the subcontract.

24.3 *Copy of subcontract to be provided*

The Contractor must provide to TMR at the time of requesting approval to subcontract, or at any other time as requested by TMR, a copy of the subcontract agreement, which will include the following information:

- (a) details of which of the Services are to be operated by the Contractor and which of the Services are to be operated by the subcontractor;
- (b) details of the arrangements to ensure the co-ordination of the Services provided by the Contractor and the subcontractor; and
- (c) the postal address, email address, telephone number and facsimile number of the subcontractor.

24.4 *TMR's rights under subcontract*

- (a) If the Contractor enters into a subcontract of any obligation in this Contract:
 - (i) TMR, may, but is not obliged to, deal directly with the subcontractor

(including meeting and corresponding with and giving notices to the subcontractor) concerning any matter relating to the subcontractor's operations, and this shall be deemed to be a dealing directly with the Contractor for the purposes of this Contract;

- (ii) where TMR provides written correspondence to the subcontractor requesting a variation to the current operations, a copy of that correspondence will be provided to the Contractor at that time;
- (iii) The Contractor shall require the subcontractor to keep the Contractor informed of all such dealings and shall provide the Contractor with copies of all correspondence and notices of TMR;
- (iv) any act or omission of the subcontractor binds the Contractor and can be relied on by TMR as a statement, act or omission of the Contractor;
- (v) if TMR requires by notice to the Contractor, with the intention of improving the service provided by the subcontractor or because of inadequate performance by the subcontractor or a breach of this Contract in respect of any subcontracted obligation, the Contractor shall terminate the subcontract;
- (vi) the Contractor will ensure that it is a term of the subcontract that the Contractor may terminate the subcontract, without additional cost to TMR, on the grounds specified in clause 24.5.

(b) Nothing in the previous clause or a subcontract or any act or omission of TMR in relation to something mentioned in the previous clause:

- (i) relieves the Contractor from responsibility for the performance of any obligation under this Contract;
- (ii) prevents TMR from dealing with the Contractor in relation to any matter;
- (iii) acts as a waiver or forbearance by TMR; or
- (iv) prevents TMR from time to time changing how TMR deals with the Contractor or a subcontractor.

24.5 *Termination of subcontract*

(a) Where TMR is dissatisfied, on reasonable grounds, with the performance of the subcontractor, and the subcontractor's performance fails to improve within a reasonable period of notice by TMR to the Contractor, TMR may require the Contractor to terminate its subcontract with the subcontractor.

(b) Where TMR requires the Contractor to terminate its subcontract with the subcontractor in accordance with clause 24.4, the Contractor must do so within five (5) Business Days of notice by TMR.

24.6 *Obligation under subcontract*

If required by TMR by notice to the Contractor, in the circumstances described in clause 24.5, the Contractor will use all reasonable endeavours to enter into a new subcontract or make other arrangements approved in writing by TMR for the performance of the obligations of the Contractor under this contract and failing which will perform all obligations itself.

24.7 *Redirection of bookings*

- (a) For the purposes of this clause 24, an agreement between the Contractor and another party for the redirection of bookings to that Contractor (even if only on a temporary or sporadic basis) will constitute a subcontract.
- (b) The Contractor must record details of each redirected booking, including the reason for the refusal and the time and date of the booking in accordance with Clause 14 (Records and Reporting).

24.8 *Bureauing arrangements*

For the purposes of this clause 24, an agreement between the Contractor and another operator of taxi administration services, for the performance of some or all of the Contractor's obligations under this contract will constitute a subcontract.

24.9 *Key performance indicator*

The terms and conditions under this clause are Key Performance Indicators and accordingly if any breach of these terms and conditions is not rectified within 5 Business Days of the Contractor receiving written notice of such breach from TMR, the Contractor will incur a monetary penalty of 20 penalty units per week.

25. CHANGE OF SHAREHOLDING

25.1 *TMR consent required*

Where the Contractor is a corporation, other than a company whose shares are listed on any stock exchange in Australia, the Contractor must not permit any substantial change in the underlying shareholding of the Contractor without obtaining TMR's prior written consent (acting reasonably).

25.2 *Substantial change*

For the purposes of clause 25.1, a substantial change in the underlying shareholding of the Contractor will occur whenever:

- (a) there is a transfer in the issued capital of the Contractor of thirty percent (30%) or more; or
- (b) any corporation or related corporation (as defined in the Corporations Act) not holding between them more than fifty percent (50%) of the issued capital or voting rights of the Contractor, acquires or acquire between them so much of the issued capital or voting rights of the Contractor as when added to the issued capital or voting rights (if any) previously held by that corporation or related corporation represent in the aggregate more than fifty percent (50%) of the issued capital or voting rights of the Contractor; or
- (c) any person or any persons and their relatives (as defined in the *Income Tax Assessment Act 1936* (Cth)) not holding between them more than fifty percent (50%) of the issued capital or the voting rights of the Contractor acquires or acquire between them so much of the issued capital or voting rights of the Contractor as when added to the issued capital or voting rights (if any) previously held by that person or those persons represent in aggregate more than fifty percent (50%) of the issued capital or voting rights of the Contractor; or
- (d) any of the changes referred to in clause 25.2(b) or (c) occur to any holding company

(as defined in the *Corporations Act*) of the Contractor or in any holding company of any holding company of the Contractor.

26. CONFIDENTIALITY, PRIVACY AND MAINTENANCE OF RECORDS

26.1 *Keep confidential*

Subject to the following sub-clause, each party must keep confidential the contents of all books, documents and information made available to that party for the purposes of entering into and carrying out obligations under this contract and must not disclose the same to any other Person without the written consent of the other party.

26.2 *Exceptions to confidentiality*

The preceding sub-clause will not apply in the following circumstances:

- (a) disclosures permitted by this contract;
- (b) disclosures required by law;
- (c) disclosures to solicitors, barristers or other professional advisers who are under a duty of confidentiality;
- (d) disclosures between bankers or other financial institutions and the Contractor, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements that are relevant to this contract.

26.3 *Information Privacy Act 2009*

If the Contractor collects or has access to Personal Information in order to perform this contract, the Contractor must:

- (a) comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 in relation to the discharge of its obligations under this contract as if the Contractor was TMR;
- (b) not use Personal Information other than for the purposes of performing the Contractor's obligations under this contract, unless required or authorised by law;
- (c) not disclose Personal Information without prior written consent of TMR, unless required or authorised by law;
- (d) not transfer Personal Information outside of Australia without the prior written consent of TMR;
- (e) ensure that access to Personal Information is restricted to those employees and officers who require access in order to perform their duties;
- (f) ensure that its employees and officers do not access, use or disclose Personal Information other than in the performance of their duties;
- (g) ensure that its sub-contractors who have access to Personal information comply with obligations the same as those imposed on the Contractor under this clause;
- (h) fully co-operate with TMR to enable TMR to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (i) comply with such other privacy and security measures as TMR reasonably advises the Contractor in writing from time to time.

On request by TMR, the Contractor must obtain from its employees, officers or sub-contractors engaged for the purposes of this contract, an executed deed of privacy in a form acceptable to TMR.

The Contractor must immediately notify TMR on becoming aware of any breach of clause 26.3(a).

26.4 *Maintenance of records*

The Contractor must ensure that proper records are kept and maintained of all the Contractor's activities in relation to the provision of the Services for a period of 7 years or such other greater period as may be required by applicable legislation.

27. REPRESENTATIONS AND WARRANTIES

27.1 *Representations and warranties to be true*

The Contractor represents and warrants to TMR that all statements, representations, and projections made or required to be made under this contract by the Contractor or any representatives of the Contractor to TMR are and will be, to the best knowledge of the Contractor and its representatives (after making reasonable enquiries and based on reasonable assumptions and not omitting any material detail within the knowledge of the Contractor or its representatives), complete, true, accurate, made on reasonable grounds, and not misleading or deceptive or likely to mislead or deceive.

27.2 *Warranty of authority*

Each Person signing this contract as an authorised officer or agent of any party, by so doing, warrants to the other party that, as at the date of signing, that Person has full authority to execute this contract on behalf of that party.

27.3 *Power of attorney*

Each Person signing this contract as attorney for a party, by so doing, warrants to the other party that, as at the date of signing as attorney, that Person has not received any notice or information of the revocation of the power of attorney appointing that Person.

27.4 *No oral or written warranties*

No oral or written warranties, representations, or other terms or conditions of any nature not contained in this contract will be of any force unless they have been reduced to writing and signed by the parties and are expressed to be in modification of this contract.

28. INDEMNITY AND INSURANCE

28.1 *Indemnity*

The Contractor indemnifies TMR and all its servants, agents and contractors (the "indemnified" for the purposes of this clause) from and against all actions, claims, demands, direct, indirect or consequential losses (including lost profits, revenue and opportunities), damages, costs (including legal costs on a full indemnity basis) and expenses for which any of the indemnified may become liable to the extent they are directly or indirectly caused by reason of or in connection with:

- (a) the performance or non-performance of this contract by the Contractor or any agent, subcontractor or employee of the Contractor;
- (b) any act or omission of the Contractor or any agent, subcontractor or employee of the

- Contractor (whether arising in tort, contract, by law or under statute);
- (c) the provision of or failure to provide the Services under this contract;
 - (d) any inaccurate or incorrect information provided without qualification by the Contractor under this contract that is relied upon by TMR or a third party to their detriment; or
 - (e) the use of the Contractor's premises, vehicles or other facilities by any Person in relation to the Services.

28.2 *Release*

The Contractor releases the indemnified from all actions, proceedings, claims and demands which, but for the indemnity provision of this clause, might be brought or made against any of the indemnified by the Contractor.

28.3 *Indemnity not defeated*

The indemnity contained in this clause will not be defeated by reason of any negligence, omission or default of the indemnified or any other Person for whom an indemnified is responsible (except for the wilful misconduct of the indemnified or any other Person for whom an indemnified is responsible). However the indemnifying party's liability to indemnify the indemnified is reduced proportionately to the extent that an act or omission of the indemnified, or breach of this contract by the indemnified, has contributed to the injury, death, damage or loss.

28.4 *Insurance*

The Contractor must maintain the following insurances at its own expense for the term of this contract:

- (a) a workers' compensation insurance policy in accordance with the *Workers' Compensation and Rehabilitation Act 2003*; and
- (b) an adequate public liability insurance policy of at least the level specified in Item 2F of Schedule 2 per incident for liability to the public (including the indemnified) in respect of personal injury to or death of any Person or injury, loss or damage to any property including property belonging to the indemnified, arising out of this contract or any act or omission of the Contractor relating to this contract.

28.5 *Terms of insurance*

The insurances affected under this clause will:

- (a) extend to include the interests of the indemnified;
- (b) contain a waiver of any subrogation rights which the Contractor's insurers may have against the indemnified whether the damage is caused by the act, omission or negligence of the indemnified; and
- (c) be taken out with reputable insurers acceptable to TMR and on terms satisfactory to TMR.

28.6 *Evidence of insurance*

The Contractor must, upon request of TMR, provide TMR with evidence of the currency and a copy of the terms and conditions of the insurances effected under this clause within five (5) Business Days of such a request being made.

29. COSTS AND TAXES

29.1 *Contract costs*

Subject to any contrary provision in this contract, the parties will bear their own costs (including legal costs) of and incidental to the preparation, negotiation and signing of this contract.

29.2 *Taxes and duties*

(a) Subject to clause 29.3, and save and except as provided by clause 29.2(b), the Contractor must pay and indemnify TMR against liability for any tax, charge, duty or impost of any kind (including stamp duty but not including income tax or capital gains tax) and registration fees assessed on this contract, on any documents created under this contract, in respect of any transaction evidenced by this contract and in respect of the performance by the parties of any of their respective obligations under it.

(b) To avoid doubt, the Contractor must pay and indemnify TMR against any other stamp duty payable under clause 29.2(a) including, stamp duty on the transfer of this contract pursuant to section 48 of the Act.

29.3 *GST*

The parties agree that any monetary or non-monetary consideration payable to the Contractor under this contract is exclusive of GST.

30. CHOICE OF LAW AND JURISDICTION

30.1 *Choice of law*

This contract is governed by and will be construed in accordance with the laws of Queensland.

30.2 *Jurisdiction*

(a) Contract entered in Queensland

This contract is deemed to be entered into in Brisbane, Queensland.

(b) Queensland courts

Any proceedings between the parties brought at any time that relate in any way to this contract will be dealt with in courts of competent jurisdiction in Queensland or for appeals, the courts competent to determine appeals from those courts.

31. NOTICES

31.1 *Addresses for notices*

Any notice in connection with this contract will be taken to have been given when made in writing and delivered or sent and received by post or facsimile to the party to which it is intended to be given at the respective addresses set out in Part 3 of Schedule 2.

31.2 *Receipt after posting*

Any notice or other communication sent by post will be taken to have been received at the expiration of three (3) Business Days after the date of posting.

31.3 *Receipt of facsimile*

Any notice sent by facsimile transmission will be taken to have been received upon completion of an apparently successful transmission. However, if a facsimile is sent on a Business Day after 5.00 p.m. or on a day which is not a Business Day, it will be deemed to have been received on the next Business Day.

31.4 *Other communications*

Communications other than notices in connection with this contract may be given by delivery, posting and facsimile or other methods including email.

32. GENERAL PROVISIONS

32.1 *Compliance with legislative requirements*

The Contractor will at all times comply with applicable legislative requirements including in particular the administration of taxi services, the provision of public passenger services and the employment of Persons in connection with the Services and the Taxi Services.

32.2 *Time of essence*

Time is of the essence of this contract.

32.3 *Successors*

This contract is binding on the parties and their respective successors and permitted assigns, and will be enforceable by and against the parties or those successors and assigns.

32.4 *Counterparts*

This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

32.5 *Entire agreement*

This contract contains the entire agreement between the parties and supersedes all prior arrangements and understandings of whatever nature made in relation to its subject matter.

32.6 *Breach of contract schedule*

The breach of any conditions contained in any schedule attached to this contract is a breach of the contract itself.

32.7 *Variations and waivers to be in writing*

No variation, modification or waiver of any provision in this contract, or consent to any departure by any party from any such provision, will be of any effect unless it is in writing and signed by the parties or (in the case of a waiver) by the party giving it.

32.8 *Waiver*

No failure, delay, relaxation or indulgence by any party in exercising any right under this contract will operate as a waiver of such right, nor will any single or partial exercise of any such right or failure to do so preclude any other or future exercise of such right, or the exercise of any other right under this contract.

32.9 *Joint and several obligations*

(a) If any party consists of more than one Person, then the liability of those Persons in all

respects under this contract will be a joint liability of each two or more of those Persons and a liability of each of those Persons severally.

- (b) Any contract, representation or warranty in favour of more than one party is for the benefit of each two or more of those parties jointly and each of them severally.

32.10 *Limitation of liability*

To the extent permitted by law, if a court determines that TMR is liable to pay damages to the Contractor and if the Contractor or any other Person (including other advisors to the Contractor) have contributed to the loss the Contractor suffered, the damages payable by TMR will be reduced to the amount which would ultimately be payable by TMR if:

- (a) the legislation providing for a defence of contributory negligence applied to a claim based on breach of contract; and
- (b) the Contractor joined every Person who was liable to pay damages in respect of the Contractor claimed loss, the TMR obtained an order for contribution against each of those Persons and those Persons paid to the Contractor the amounts of their respective contributions.

32.11 *Authority to complete*

TMR may date this contract and complete any blanks left by the Contractor, provided the obligations of the Contractor are not materially increased.

32.12 *Further assurances*

Each party to this contract must do all things and sign all deeds and other documents as may reasonably be required by the other party to carry out and give effect to the terms and intentions of this contract and to perfect, protect and preserve the rights of the other party.

32.13 *Survival of clauses*

The following clauses survive termination or cancellation of this contract:

- (a) Clauses 21.5, 21.6, 26, 28.1, 28.2, 28.3, 29.2, 30, 32.9 and 32.10.

33. INTERPRETATION

33.1 *Interpretation*

In the interpretation of this contract, unless the context otherwise requires:

- (a) singular includes plural and vice-versa;
- (b) any gender includes every gender;
- (c) references to a person include references to a corporation as well as an individual;
- (d) references to writing include any means of representing or reproducing words (in English), figures, drawings or symbols, in a visible, tangible form;
- (e) references to signature and signing include due execution by a corporation or other legal entity;
- (f) references to months mean calendar months;
- (g) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all Regulations, orders in council, rules, by laws and ordinances made under those statutes;

- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) references to clauses, sub-clauses, schedules, or annexures mean clauses, sub clauses, schedules, or annexures of this contract;
- (j) headings and the table of contents are used for convenience only and are to be disregarded;
- (k) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (l) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (m) no rule of construction of documents will apply to the disadvantage of a party on the basis that the party put forward this document or any relevant part of it;
- (n) if any term of this contract is legally unenforceable or made inapplicable, it will be severed or read down, but so as to maintain (as far as possible) all other terms of this contract (unless to do so would change the underlying commercial purposes of this contract);
- (o) references to monetary terms mean Australian currency;
- (p) where any monetary amount or rate is specified by reference to a fixed period of time, the monetary amount or rate for a shorter period will be proportionately reduced;
- (q) clauses are identified by headings that are bolded and in capital letters, and sub-clauses are identified by headings that are bolded and in lower case.

33.2 *Resolving inconsistencies*

Any inconsistency between documents comprising this contract is to be resolved by reference to the parts of the contract in the following order of precedence:

- (a) Schedule 4 (Special Conditions);
- (b) this contract;
- (c) Schedules 1,2, 3, 5 and 6;
- (d) Annexures;
- (e) The Invitation Letter; and
- (f) The Offer.

34. **DEFINITIONS**

34.1 *Definitions in Act to apply*

Words defined in the Act will have the same meaning in this contract unless the contrary intention appears in this contract.

34.2 *Contract definitions*

In this contract, unless the context otherwise requires:

"Act" means the *Transport Operations (Passenger Transport) Act 1994*, as amended from time to time.

"Additional Benefits" means the additional benefits that the Contractor has agreed to deliver under this contract as set out in Part 3 of Annexure B to the Offer (reproduced in Schedule 6).

"Affiliated Person" means a person who:

- (a) is allowed by the Contractor to use any business name, logo, trademark or other intellectual property right of the Contractor in connection with any Taxi Service;
- (b) is allowed by the Contractor to provide Taxi Services in response to taxi service bookings made with the Contractor; or
- (c) drives an Affiliated Vehicle.

"Affiliated Vehicle" means a Taxi used to deliver the Taxi Services with the consent of the Contractor;

"Area" means the service contract area specified in Item 2B of Schedule 2 and more particularly described in Schedule 1.

"Bureauing Arrangements" means an arrangement referred to in clause 24.8.

"Business Day" means business day, which is a day that is not a Saturday or Sunday or a public holiday in the place in which any relevant act is to be or may be done.

"Business Plan" means the Contractor's Business Plan submitted in response to the Invitation Letter and updated in accordance with clause 4.4 (Business Plan).

"Commencement Day" means the commencement date specified Item 2C of Schedule 2 (Particulars of Contract).

"Contractor" means a Person identified as the "Contractor" in Schedule 2 (Particulars of Contract) and where the context permits, includes employees, contractors and permitted assigns.

"Expiration Date" means the expiration date specified in Item 2D of Schedule 2 (Particulars of Contract);

"Fare Initiatives" means fare initiatives as proposed by the Contractor (in its Offer, Business Plan or elsewhere) and approved by TMR.

"Fatigue Management" means the measures taken to manage the fatigue of drivers to ensure that they are in a fit state of health and well being to drive a Public Passenger Vehicle safely.

"Government Authority" means the Crown, a minister, a government department, a corporation of authority consisted for a public purpose, a holder of an office for a public purpose, a holder of an office for a public purpose, a local authority and any agent or employee of any of the foregoing.

"GST" means the goods and services tax that is payable under the GST law.

"GST law" means the GST law as defined in *A New Tax System (Goods and Services Tax) Act 1999*.

"Guideline" means any TMR issued guidelines relating to Public Passenger Vehicles, as amended from time to time.

"Incident" means an incident as defined in section 4 of the Standard.

"Incident Management Plan" means a plan complying with section 35 of the Standard.

"Incident Report" means a report complying with section 36 of the Standard.

"Invitation Letter" means a letter from TMR to the Contractor inviting the Contractor to offer for the Services;

"Key Performance Indicator" means a term of this contract identified as such in accordance with section 45 of the Act (Conditions of service contract).

"Manual Card Reader" for the purposes of the Taxi Subsidy Scheme has the meaning given in the Regulation.

"Minimum Service Levels" means the minimum service levels referred to in section 40 (Service contracts to include minimum service levels) of the Act and which are specified in Schedule 3 (Minimum Service Levels).

"Notice Of Unsatisfactory Performance" means a notice under sections 46(8) (Review of holders performance), 47(1) (Amendment, Suspension or cancellation of service contracts for breach of service contracts) or 47A (3) (Renewal of service contracts) of the Act.

"Offer" means the offer (and attachments to it) made by the Contractor in response to the Invitation Letter.

"Peak Demand Management Plan" means a plan to provide taxis for the area during peak patronage periods.

"Peak Demand Taxi" has the meaning given in the Act.

"Peak Demand Taxi Permit" has the meaning given in the Act.

"Peak Patronage Period" has the meaning given in the Act.

"Penalty Unit" means a penalty unit within the definition of the *Penalties and Sentencing Act 1992*,

"Person" includes an individual, a corporation, association, partnership, government authority and any other legal entity.

"Personal Information" means information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

"Public Passenger Service" has the meaning given in the Act.

"Public Passenger Vehicle" has the meaning given in the Act.

"Quarterly Taxi Service Report" means a report have the form and content specified in section 2 of Schedule 5 (Performance Reporting), subject to amendment by TMR under clause 14.4.

"Recall/Call Back" means when a radio job is accepted by the driver and then handed back through the despatch system without being completed.

"Refusal" means a collective term encompassing both rejects and recalls/call backs by an Affiliated Person to accept a job offered to the Affiliated Vehicle by the Contractor's booking system.

"Regulation" means the *Transport Operations (Passenger Transport) Regulation 2005*, as

amended from time to time.

"Reject" means a driver's failure to respond within the time, pre-defined by the Contractor, to accept a job.

"Report" means a report having the title, form and content of the report prescribed in Schedule 5 (Performance Reporting), or as otherwise prescribed by TMR from time to time.

"Services" mean the services for the administration of taxi services to be provided by the Contractor in accordance with this contract, by accepting bookings for Taxi Services and assigning taxis to customers, whether or not the Contractor operates all or some of the taxis used to provide the services.

"Securities" includes shares, debentures, prescribed interests and units of shares or prescribed interest (in each case within the meaning of the Corporations Act), an interest in a partnership, an interest in a joint venture and an interest as a member of a co-operative.

"Standard" means the *Transport Operations (Passenger Transport) Standard 2010* , as amended from time to time.

"Tax" means any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding which is levied or imposed by a Government Authority, including without limitation any withholding, income, stamp or transaction tax, duty or charge together with any related additional tax, further additional tax interest, penalty charge, fee or like amount

"Taxi" has the meaning given in the Act.

"Taxi Service" has the meaning given in the Act.

"Taxi Service Licence Holder" means a person exercising any rights or performing any obligations arising under a taxi service licence issued under the Act

"Taxi Subsidy Scheme" means the taxi subsidy scheme administered by TMR as defined in section 94 of the Regulation.

"TMR" means the Queensland Department of TMR, and any of its divisions and agencies and its chief executive, and the State of Queensland, as the case may be, and any Persons engaged by TMR to act on its behalf.

"Workplace Health and Safety" means preventing or minimising a person's exposure to the risk of death, injury or illness caused by any workplace, relevant workplace area, work activities or plant or substances for use at a workplace.

Accordingly the Parties have executed this Agreement on the Dates appearing below:

Signed for and on behalf of the)
STATE OF QUEENSLAND acting through the)
Department of Transport and Main Roads)
this day of)

By)
(full name))

.....)
(signature))

.....)
(designation))

who is a duly authorised officer)
in the presence of:)

.....)
(name of witness))

.....)
(signature of witness)

Signed for and on behalf of the Contractor by:)
this day of)

By)
(full name))

.....)
(signature))

.....)
(designation))

And by)
(full name))

.....)
(signature)

.....)
(designation))
who are duly authorised to do so)
in the presence of:)
.....)

.....
(name of witness)

.....
(signature of witness)

Where to be signed by an individual -

Signed by)
(full name)))
(signature)

this day of)
in the presence of:)
.....)
(name of witness))
.....)
(signature of witness)

Where to be signed under power of attorney –

Signed by)
(full name))
by his/her attorney)
.....)
(full name))
.....)
(signature))
who certifies that he/she has not received any)
notice of the revocation of the Power of Attorney)
No. registered in the)
Titles Office)
this day of)
in the presence of:)
.....)
(name of witness))
.....)
(signature of witness))

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SCHEDULE 1

SERVICE CONTRACT AREA

[INSERT DESCRIPTION AND MAP OF AREA/ROUTE]

SCHEDULE 2

PARTICULARS OF CONTRACT

Part 1 – Contract details:

Item 2A:	Type of Public Passenger Service:	Administration of Taxi Services
Item 2B:	Area	(insert name), more particularly described in Schedule 1
Item 2C:	Commencement Date:	1 January 2014
Item 2D:	Expiration Date:	31 December 2015 – (2 year term)
Item 2E:	Further Term	1 year
Item 2F:	Insurance Levels:	Public liability – \$20 million per incident with an unlimited aggregate

Part 2 - Contractor details:

Item 2G:	Name:	(insert)
Item 2H:	ABN:	(insert)
Item 2I:	Address:	(insert)

Part 3 - Addresses for service:

Item 2J:	Contractor:	(insert)
Item 2K:	Department of Transport and Main Roads:	The General Manager (Passenger Transport Services) Floor 1 61 Mary Street Brisbane Queensland 4000 GPO Box 50 Brisbane Queensland 4001 Facsimile: (07) 3338 4640

SCHEDULE 3

MINIMUM SERVICE LEVELS

Definitions

For the purposes of this schedule 3 and schedule 5, the following definitions apply.

"Hirer" means a person who makes a request to the Contractor (either by telephone, facsimile, SMS, internet or any other technology in use by the Contractor) for a taxi either as soon as possible or at a specified time of the day.

A person making a request to the Contractor for a taxi at a taxi rank will be considered a Hirer and will be included for the purposes of Part 1 of this schedule.

"Dispatch Time" means:

- (a) for a Hirer who requests a taxi as soon as possible (either by telephone, facsimile, SMS, internet or any other technology in use by the Contractor):
 - (i) the time elapsed from the time the person initiates the request to the Contractor to the time the booking is accepted by a taxi driver.
- (b) for a Hirer who requests a taxi at a specific time:
 - (i) the time elapsed between the time specified by the Hirer and the time the booking is accepted by a taxi driver.

"Waiting Time" means:

- (a) for a Hirer who requests a taxi as soon as possible (either by telephone, facsimile, SMS, internet or any other technology in use by the Contractor):
 - (i) the time elapsed from the time the person completes the request to the Contractor to the time at which the taxi driver notifies the arrival of the taxi at the place requested by the Hirer.
- (b) for a Hirer who requests a taxi at a specific time:
 - (i) the time elapsed from the time specified to the time at which the taxi driver notifies the arrival of the taxi at the place requested by the Hirer.

Part 1 - Maximum Waiting Time Targets

The Contractor must aim to ensure that the Taxi Services are provided so that:

1.1 On **[insert days]** between **[insert hours]** the following targets are met:

- (a) 85% of Hirers, including Hirers requesting a wheelchair accessible taxi, experience a maximum Waiting Time of no more than 18 minutes;
- (b) 95% of Hirers, including Hirers requesting a wheelchair accessible taxi, experience a maximum Waiting Time of no more than 30 minutes.

1.2 At all other times the following targets are met:

- (a) 85% of all Hirers, including Hirers requesting a wheelchair accessible taxi, experience a maximum Waiting Time of no more than 10 minutes;
- (b) 95% of all Hirers, including Hirers requesting a wheelchair accessible taxi, experience a maximum Waiting Time of not more than 20 minutes.

Part 2 - Maximum Dispatch Time Standards

The Contractor must ensure that the Taxi Services are provided so that:

2.1 On **[insert days]** between **[insert hours]** the following standards are met:

- (a) 85% of Hirers, including Hirers requesting a wheelchair accessible taxi, experience a maximum Dispatch Time of no more than 6 minutes;
- (b) 95% of Hirers, including Hirers requesting a wheelchair accessible taxi, experience a maximum Dispatch Time of no more than 15 minutes.

2.2 At all other times the following standards are met:

- (a) 85% of all Hirers, including Hirers requesting a wheelchair accessible taxi, experience a maximum Dispatch Time of no more than 3 minutes;
- (b) 95% of all Hirers, including Hirers requesting a wheelchair accessible taxi, experience a maximum Dispatch Time of not more than 10 minutes.

Part 3 - Application of Maximum Waiting Times and Dispatch Times

3.1 The maximum Waiting Time targets and Dispatch Time standards, as specified in Part 1 of this Schedule, will apply to the entire Area.

3.2 Compliance with the maximum Waiting Time targets and Dispatch Time standards will be calculated over a three month period coinciding with the quarterly reporting of contract performance in accordance with Schedule 5 (Performance Reporting).

3.3 No suburb or locality within the Area should have more than 40% of Hirers experiencing a waiting time of more than 10 minutes.

3.4 A Hirer requesting a specific type of taxi (other than a wheelchair accessible taxi) may be excluded when calculating the extent to which the minimum service level is met.

SCHEDULE 4

SPECIAL CONDITIONS

[INSERT DETAILS OF ANY SPECIAL CONDITIONS]

SCHEDULE 5

PERFORMANCE REPORTING

Part 1 – Quarterly Taxi Service Contract Report

- 1.1 The Quarterly Taxi Service Contract Report is used to identify:
- (a) the extent to which the Maximum Waiting Times being achieved by the Contractor in relation to Minimum Service Levels, meet or exceed the Minimum Service Levels;
 - (b) all bookings received, either by telephone (landline, mobile or app), SMS, internet or any other technology in use by the Contractor (excludes rank or hail);
 - (c) if the Contractor has sufficient numbers of Affiliated Persons and Vehicles to meet the Minimum Service Levels;
 - (d) all bookings in specified sections of the Area.
- 1.2 The Contractor must have a booking system in place to record and provide the following information for each booking, as a minimum.
- (a) category of passenger (for example, group booking, wheelchair accessible booking, contracted service);
 - (b) trip details (date, time of booking, time of job – immediate or booked time, time taxi allocated job, number of passenger ring-backs for same booking, time taxi accepted the job, time taxi arrived at pick-up point, details of pick-up suburb, time taxi arrived at destination, details of destination suburb);
 - (c) refusal details for each trip (vehicle and driver details, time job dispatched, time job refused, location/proximity of vehicle to pick-up point);
 - (d) driver details (DA number, driver & shift identification, log-on time of shift, log-off time of shift, time system automatically logged the driver out of the dispatch system);
 - (e) category of vehicle (conventional, high occupancy, wheelchair accessible, luxury, substitute taxi, peak demand taxi or other vehicle specified by TMR);
 - (f) vehicle details (fleet number);
 - (g) booking details (the number of all calls received, the call waiting time, the call handling time, by each available booking option);
 - (h) booking access details (the number of calls unanswered, abandoned, not connected or blocked, by each available booking option).

Part 2 – Quarterly Taxi Service Contract Report

The information in this report must be submitted to TMR for the quarterly period in accordance with clause 14.2 and clause 14.4. Subject to clause 14.4, the Contractor may provide the Quarterly Taxi Service Contract Report in a format available from their booking system.

For the purposes of this report:

- (a) the peak period is the period described in Schedule 3, Part 1, (1) and the off-peak period is at all other times;
- (b) the data for "high occupancy vehicles" must include hirings for people-mover taxis other than wheelchair accessible taxis;
- (c) the data for "peak demand vehicles" must include hirings for taxis operating under a peak demand permit or other approval;
- (d) "booking data" means the information recorded for each request for a taxi and the assignment of a taxi to that booking.

Contractor's Name						
Taxi Service Area						
Quarterly Period	From	/	/	To	/	/

1. Service Delivery	1.1 A report by month of the number of affiliated operators and drivers.
	1.2 A report by month of the number of affiliated vehicles by vehicle category (conventional, high occupancy, luxury, wheelchair accessible, voluntary wheelchair accessible, voluntary high occupancy, substitute vehicles, and peak demand taxis)
2. Fleet Capability	2.1 A report by month that details the number of cars operating (logged on to booking system) by hour, by day. This report should be provided by vehicle type – conventional, high occupancy, wheelchair accessible taxis and peak demand taxis.
	2.2 A report by month that details the number of jobs (calls taken separated from jobs dispatched) by month.
3. Overall Service Times This report should exclude any contracted work (e.g. special education, veteran affairs, Council Cabs etc)	<p>3.1 A report by month of all bookings that details the maximum waiting times for booked jobs, by number and percentage:</p> <p>(a) by intervals of 5 minutes ranging between 0 to 20 minutes, intervals of 10 minutes ranging between 20 to 30 minutes, intervals of 30 minutes ranging between 30 to 60 minutes, jobs which arrived after 60 minutes, and jobs which arrived 'before booked time'; and</p> <p>(b) by vehicle type (conventional, high occupancy, wheelchair accessible); and</p>

	<p>(c) with separate reporting of points (a) and (b) for owner/driver taxi service licences for conventional and wheelchair accessible taxis; and</p> <p>(d) an overall summary for the number and percentage of jobs for each interval specified in 3.1(a), for each category specified in 3.1(b) and (c).</p>
<p>4. Overall Service Times</p> <p>This report should include all pre-allocated bookings, including contracted work (e.g. special education, veteran affairs, Council Cabs etc)</p>	<p>4.1 A report by month of all bookings that details the maximum waiting times for booked jobs, by number and percentage:</p> <p>(a) by intervals of 5 minutes ranging between 0 to 20 minutes, intervals of 10 minutes ranging between 20 to 30 minutes, intervals of 30 minutes ranging between 30 to 60 minutes, jobs which arrived after 60 minutes, and jobs which arrived 'before booked time'; and</p> <p>(b) by vehicle type (conventional, high occupancy, wheelchair accessible); and</p> <p>(c) with separate reporting of points (a) and (b) for owner/driver taxi service licences for conventional and wheelchair accessible taxis; and</p> <p>(d) an overall summary for the number and percentage of jobs for each interval specified in 6.1(a), for each category specified in 6.1(b) and (c).</p>
<p>5. Peak Periods</p> <p>This report should include all pre-allocated bookings including contracted work (e.g. special education, veteran affairs, Council Cabs, etc)</p>	<p>5.1 A report by month of all bookings that details the maximum waiting times for booked jobs during peak periods, by number and percentage:</p> <p>(a) by intervals of less than 18 minutes, less than 30 minutes, and over 30 minutes; and</p> <p>(b) by vehicle type (conventional, high occupancy, wheelchair accessible); and</p> <p>(c) with separate reporting of points (a) and (b) for owner/driver taxi service licences for conventional and wheelchair accessible taxis; and</p> <p>(d) an overall summary for the number and percentage of jobs for each interval specified in 4.1(a), for each category specified in 4.1(b) and (c).</p> <p>5.2 A report by month that details the dispatch times for all bookings during peak periods, by number and percentage:</p> <p>(a) by intervals of less than 6 minutes, less than 15 minutes, and over 15 minutes</p> <p>(b) by dispatch method (for example, either by a telephone operator or an Interactive Voice Response System (IVRS), SMS, internet or any other technology).</p>
<p>6. Off-Peak Periods</p> <p>This report should include all pre-allocated bookings, including all contracted work (e.g. special</p>	<p>6.1 A report by month of all bookings that details the maximum waiting times for booked jobs during off-peak periods, by number and percentage:</p> <p>(a) by intervals of less than 10 minutes, less than 20 minutes, and over 20 minutes; and</p> <p>(b) by vehicle type (conventional, high occupancy, wheelchair accessible);</p>

<p>education, veteran affairs, Council Cabs etc)</p>	<p>and</p> <p>(a) with separate reporting of points (a) and (b) for owner/driver taxi service licences for conventional and wheelchair accessible taxis; and</p> <p>(c) an overall summary for the number and percentage of jobs for each interval specified in 5.1(i), for each category specified in 5.1(b) and (c).</p> <p>6.2 A report by month that details the dispatch times for all bookings during off-peak periods, by number and percentage:</p> <p>(a) by intervals of less than 3 minutes, less than 10 minutes, and over 10 minutes;</p> <p>(b) by dispatch method (for example, either by a telephone operator or an Interactive Voice Response System (IVRS), SMS, internet or any other technology).</p>
<p>7. Suburb/Locality Services</p>	<p>7.1 A report by month of all bookings that details the suburbs or localities within the Area which have more than 40% of hirers experiencing a waiting time of more than 10 minutes.</p> <p>7.2 The report must provide details of:</p> <p>(a) the suburb or locality;</p> <p>(b) the days and time in which the waiting times of more than 10 minutes was experienced;</p> <p>(c) the vehicle type, including details of a specific vehicle type requested.</p> <p>7.3 The Contractor's booking system must be capable of identifying the information under this clause and must provide the information to TMR on request only.</p>
<p>8. Jobs By Vehicle Type</p>	<p>8.1 A report by month that details the number of jobs dispatched by vehicle type (conventional, high occupancy, wheelchair accessible), and the number of requests by customers for a specific vehicle type.</p>
<p>9. Wheelchair Accessible Taxis</p>	<p>9.1 A report by month that details the number of completed booked jobs that specifically requested a wheelchair accessible taxi, for each affiliated wheelchair accessible taxi. This report should not include any jobs that requested a wheelchair accessible taxi because of passenger numbers only.</p> <p>9.2 A report by month that details the number of refusals by each wheelchair accessible taxi, if any, by day.</p>
<p>10. Pre-Allocated Contracted Work</p>	<p>10.1 A report that details any changes since the Commencement Day to the contracted work (for example, special education school contracts, other government contracts (Veterans' Affairs, HACC, Council Cabs) undertaken by the Contractor using Affiliated Vehicles within the contract area.</p> <p>10.2 The reports must provide details of</p> <p>(a) the number of contracts, the contractor (for example, Department of Veterans' Affairs), and the period of the contracts;</p>

	<p>(b) for each contract -</p> <ul style="list-style-type: none"> (i) the days and hours of service (for example, Monday – Friday 8:30am-9:15am and 2:30pm-3:15pm); (ii) the number of services performed under the contracts; (iii) the type of Affiliated Vehicles used to perform the services (conventional, high occupancy, wheelchair accessible, luxury) separated into peak and off-peak periods.
<p>11. Access and Availability</p> <p>For the purposes of this report, "telephone waiting time" means the time from when the call is answered (either by a telephone operator or an Interactive Voice Response System (IVRS)) to the time the caller provides details of the booking (whether to an automated response or to a person).</p>	<p>11.1 A report for each month of all bookings, separated into peak and off-peak periods, that details:</p> <ul style="list-style-type: none"> (a) the number of calls answered by each available option (for example, telephone – by a telephone operator, and by IVRS, SMS, internet or any other technology) and the number of bookings taken; (b) the average telephone speed of answer; (c) the times when the booking service was not available to the public (including any instances of "call blocking" through the booking system), the reasons why and the action taken to resolve the issue; (d) the periods of time when users were unable to connect to the booking service (for example, the call was abandoned, the booking service was busy), the reason why and the action taken to resolve the issue.

I warrant that all of the information contained in this report is complete, true and accurate and does not omit any material information.

.....

...../...../.....

Signed by (print name) _____
For and on behalf of the Contractor

Date

SCHEDULE 6
ADDITIONAL BENEFITS

[INSERT DETAILS OF ANY ADDITIONAL BENEFITS INCLUDED UNDER THE CONTRACTOR'S
OFFER]

Attachment 1

The Contractor must provide the following details in the offer:

(a) Service Capacity

TOTAL NUMBER							
Taxi Drivers currently affiliated with the Contractor	Taxi Service Licence holders currently affiliated with the Contractor	Taxis operated by licensees affiliated with the Contractor				Substitute Vehicles	
		Conventional Vehicles	Wheelchair Accessible Taxis (WAT)	High Occupancy Vehicles	Luxury Vehicles	Conventional	WAT
		Combined Total Vehicle Fleet (conventional + wheelchair accessible + high occupancy + luxury vehicles)				% substitute vehicles of total fleet	
		Distribution of substitute vehicle fleet i.e. 13 in total: 10 assigned to Taxi Booking Company – 3 assigned to Operator X (Please list the fleet size for each Operator that has substitutes allocated to it)					

(b) Minimum Service Levels

The contractor must provide details of how it proposes to meet, or exceed the Minimum Service Levels for Dispatch Time and Waiting Times as specified in schedule 3 (Minimum Service Levels) of the Contract. As minimum the information to be provided must include:

- (i) details of the current level of achievement with the Minimum Service Levels specified under clause 5 (Contract for Service) and schedule 2 (Minimum Service Levels) of the current service contract;
- (ii) nomination of the spread of hours for peak and off-peak periods, for maximum waiting times and dispatch times, which would be appropriate for the service contract area (refer to clause 5 (The Services) and schedule 3 (Minimum Service Levels)); and
- (iii) details of how it is proposed to achieve the Minimum Service Levels for the spread of hours nominated in (ii) above.

To support your view on the nominated spread of hours, you must provide supporting evidence, such as booking system data over a period of time, identifying the taxi service demand for those times.

(c) Dispatch System

The Contractor must provide details of the dispatch system or network used to accept bookings for taxi services and assign taxis to customers. As a minimum, the details must include:

- (i) specifications of the system (manufacturer, brand, model), the software used to operate the system and the supplier of the system;
- (ii) identification of the system's reporting capabilities (and any deficiencies) for the reports required under the Contract, including the Quarterly Taxi Service Contract Report; and
- (iii) any action required, or planned, to be taken by the Contractor to address or change the system's reporting capabilities during the term of the Contract.

(d) Insurance

The Contractor is required to provide evidence of the following insurances as required under clause 28.4 (Insurance) of the General Conditions of Contract:

- (i) a workers' compensation insurance policy in accordance with the *Workers' Compensation and Rehabilitation Act 2003*;
- (ii) public liability insurance policy for a sum of at least twenty million dollars (\$20,000,000) per incident with an unlimited aggregate.

(e) Management Plans

The Contractor is required to provide evidence, or copies, of the following plans and reports required under the Contract:

- (i) Incident Management Plan and Incident Report;
- (ii) Business Continuity, Security and Risk Management Plans.

(f) Subcontract Arrangements

Where the Contractor proposes to operate any or all of the services to be provided under this Contract under a subcontract arrangement (which includes the bureauing or redirection of services), a copy of the subcontract agreement must be provided. The subcontract agreement must address the requirements of clause 24 of the General Conditions of Contract.

(g) Pre-Allocated Contracted Work

The Contractor must provide details of all pre-allocated contracted work (for example, special education school contracts, other government contracts (Veterans' Affairs, HACC)) being undertaken by the Contractor using Affiliated Vehicles in the service contract area.

The details must include, but are not limited to:

- (i) the number of contracts, the contractor (for example, Department of Veterans' Affairs), and the period of the contract;
- (ii) for each contract: -
 - the days and hours of service (for example, Monday – Friday, 8:30am-9:15am and 2:30pm-3:15pm);
 - the number of services performed under the contract;
 - the type of Affiliated Vehicles used to perform the services (conventional, high occupancy, wheelchair accessible, luxury) separated into peak and off-peak periods.

(h) Innovation in Services and Fares

The Contractor must provide details of any service and fare innovations proposed to be provided during the term of the Contract, including a brief assessment of the people likely to benefit from the innovations and the timeframe for implementation.

The Contractor must provide details of:

- (i) Existing services other than single hire taxi services provided by the Contractor;
- (ii) Any additional proposed services other than those included in (a) and a timetable for the introduction of these services;
- (iii) Any existing or proposed discounts provided to groups within the community;
- (iv) The Contractor's existing and proposed policies on any Fare Initiatives including:
- (v) the discount to be applied to each hirer for each type of Fare Initiative provided by the Contractor;
- (vi) the eligibility of hirers for each Fare Initiative;
- (vii) the period within which each Fare Initiative is available;
- (viii) fixed fare and flat rate services;
- (ix) fare concessions for identified groups within the community, including pensioners, unemployed, students, and so on.

Other service innovations provided by, or proposed to be provided by, the Contractor over the term of the Contract and which may include:

- (i) services targeted at identified sub-markets including shopper services and pensioner services;
- (ii) services targeted to respond to special events on an ad-hoc or regular basis.

Any initiatives which contribute to addressing the issues of climate change. For larger urban areas, please provide details of any initiatives or processes aimed at managing congestion issues, if any.

(i) Additional Benefits Being Offered

The Contractor is invited to offer to provide other benefits to the public in addition to those prescribed in the General Conditions of Contract or submitted in response to the above criteria.

Benefits offered under this Part will be taken into account in assessing the suitability of the Contractor's offer.

Other aspects of service enhancement to be considered are set out below:

- Linkages with scheduled passenger service operators and other public transport operators;
- Joint Venturing with other parties to deliver services to the community;
- Other benefits.