Multi-Purpose Taxi Plate Conditions

TAXI PLATE OPERATING CONDITIONS

TAXI PLATE TYPE: Multi-Purpose Taxi

TAXI PLATE NUMBER:

CONDITIONS AS AT:

These conditions are imposed pursuant to section 20(1) of the Taxi Act 1994 on the operation of the taxi using the above identified taxi plates.

ON-DEMAND TRANSPORT BUSINESS UNIT, DEPARTMENT OF TRANSPORT
Taxi Plate Operating Conditions – Multi Purpose Taxi

APPLICATION OF THESE CONDITIONS
These Conditions are imposed pursuant to section 20(1) of the Taxi Act 1994.

1. INTERPRETATION
In these Conditions:

a) The headings are for guidance only and do not form part of the Conditions;
b) Unless the context requires otherwise, the singular includes the plural and vice versa;
c) The words “include” and “including” are to be read as if the words “without limitation” appeared immediately afterwards; and


1.2 In addition to those set out in condition 1.1 above, the definitions and interpretations in the Act and Regulations apply to these conditions where relevant.

2. DEFINITIONS
In these Conditions:

Act means the Taxi Act 1994;

Authorised Officer means - (a) an officer designated or appointed as an authorised officer under section 31 of the Act; or (b) a member of the Police Service.

Approved Person means a person who is approved for the purposes of the condition in which the term is used;

Contract Fare means a fare agreed between the Hirer or Wheelchair Hirer and the Operator or Shift Operator in accordance with the Regulations and Condition 6;

Day means calendar day;

Department means the Department of Transport;

Detention Rate is a supplementary Fare that may be charged in accordance with Schedule 3 of the Regulations and Condition 5.3 regarding Wheelchair Hirers;

Director General means the chief executive officer of the Department principally assisting the Minister administering the Taxi Act 1994 (currently the Director General of the Department of Transport);

Fare means the charge for Taxi travel payable by the Hirer and the Wheelchair Hirer and that is prescribed by the Regulations;

Flagfall means the minimum Fare charged at the time that the Taxi meter is turned on;

Hirer means a person who hires a taxi who is not a Wheelchair Hirer;

MPT means Multi-Purpose Taxi;

MPT Fleet means all multi-purpose Taxis that are operating for the time being in the prescribed control area;

On-demand Transport or ODT means the business unit of the Department responsible for the administration of the Act and the Regulations, currently the On-demand Transport business unit of the Department of Transport;

Operational means standing or plying for hire, being available to be hired or to accept hires or otherwise carrying passengers for reward;
**Operator** means a person who drives a Taxi or owns or leases Taxi Plates;

**Prescribed Control Area or PCA** means the control area prescribed by regulation 4(1) of the Regulations;

**Records** means records and information of any kind, including software, video and digital images, originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents, data and other materials created for, or relating to, or used in connection with the Taxi, and whatever format in which such records and information are held, stored or recorded;

**Regulations** means the *Taxi Regulations 1995*;

**Shift** means a continuous driving period of not more than 12 hours in any continuous 24-hour time interval of the Taxi;

**Shift Lease** means an arrangement by an MPT Operator with a Shift Operator for an agreed number of Shifts and is subject to Record keeping requirements and all other applicable conditions including Schedule 2 containing the maximum lease rates that may be charged for Metropolitan Taxis;

**Shift Operator** means a natural person who is authorised pursuant to a Shift Lease to drive a Taxi;

**Taxi** means the vehicle using the Taxi Plates to which these conditions apply;

**Taxi Dispatch Service** includes receiving and dispatching customer bookings by Operators, Hirers and Wheelchair Hirers;

**Taxi Plates** means the taxi plates the subject of these conditions;

**Taxi Plate Lease** means the lease of the Taxi Plates granted by the Director General to the plate holder under the Act;

**TUSS** means the Taxi User's Subsidy Scheme;

**Transfer** means sale by the Operator to a transferee in reference to taxi plates where they are Operator-owned and subject to the Director General's approval;

**Wheelchair Hирer** means a Hirer travelling in a wheelchair, electric scooter or similar mobility aid;

**Wheelchair Service Co-Payment** means a payment that is available to Operators including Shift Lease Operators where the Operator has logged a service request by a Wheelchair Hирer prior to completion of the service and as instructed by the Director General.

### 3. AREAS OF OPERATION

3.1 Subject to condition 2.2, the Taxi must not operate outside the Prescribed Control Area.

3.2 A hire of the Taxi which commences in the Prescribed Control Area may continue beyond the Prescribed Control area at the Wheelchair Hирer’s request, and provided the Operator returns the Taxi to the Prescribed Control Area at the conclusion of the hire.

### 4. PRIORITY

4.1 The Operator and Shift Operator must give priority to the transportation of Wheelchair Hirers at all times.

### 5. METERED TAXI FARES – ACCEPTANCE OF TUSS VOUCHERS

5.1 The following requirements apply to Operators and Shift Operators:

a) Fares charged including Detention Rates must be in conformance with those prescribed by the Regulations.

b) The Operator must accept valid credit, transaction cards or Department approved TUSS voucher tendered by a Hирer and all such transactions must be carried out in the manner prescribed by the Department.
c) A Hirer who tenders a Department approved TUSS voucher or a credit card or a transaction card in payment of a Fare must not be charged a higher Fare than would otherwise be chargeable if that Hirer had tendered cash (excluding any credit card/EFTPOS transaction fees).

d) A TUSS voucher may be accepted as part payment where a fare is pre-agreed if the total fare is lower than would otherwise be chargeable using the taxi meter.

e) Where a Hirer or Wheelchair Hirer indicates that they intend to use a TUSS voucher in relation to a hire the operator must charge the Hirer or Wheelchair Hirer a metered or contract fare and may not enter into any other agreement in relation to the fare to be charged.

5.2 Where Fares are revised under the Regulations the Operator must ensure that the following are implemented prior to charging the revised fees:

a) The Taxi meter has been modified to calculate the revised Fares; and
b) The display of required Fare information has been changed to display the revised Fares.

5.3 The Operator and Shift Operator may charge the Wheelchair Hirer a Detention Rate for the additional time spent where the Operator or Shift Operator during or incidental to the transportation of Wheelchair Hirers:

a) Provides physical assistance to the Wheelchair Hirer to get from his or her current location to the Taxi; or
b) Provides physical assistance to the Wheelchair Hirer to get from the Taxi to his or her destination; or

c) Assists a Wheelchair Hirer who has mobility difficulties with entering or leaving the Taxi; or

5.4 All Fares (except contract fares) must be clearly displayed on the Taxi meter.

5.5 Where the Operator or Wheelchair Operator is intending to charge a Detention Rate in accordance with Condition 5 the Wheelchair Hirer must be given advance notice at the time of booking.

6. CONTRACT FARES

6.1 Contract fares are permitted in accordance with the Regulations and where there is any departure, are void and may not be recovered.

6.2 Contract fares are required to be agreed before the start of a journey and must be recorded — in writing or electronically.

6.3 The written record must set out:

a) Sufficient details to enable the identification of the driver, taxi-car, the hirer and at least one of the passengers; and

b) Details of the proposed journey’s origin and destination; and

c) Details of the date and departure time of the proposed journey; and

d) The amount of the contract fare; and

e) A statement to the effect that, in addition to the contract fare, there may be payable in respect of the journey –

(i) Parking fees; and

(ii) Costs of cleaning; and

(iii) A surcharge for a non-cash payment.

6.4 Where a Hirer or Wheelchair Hirer indicates that they intend to use a TUSS voucher in relation to a hiring the operator must charge the hirer or Wheelchair Hirer a metered fare or a pre-agreed contract fare if the contracted fare, if applicable, is lower than would otherwise be chargeable using the taxi meter.

7. DRIVER STANDARDS

7.1 The Operator must ensure that any person who is to drive the Taxi:
a) Holds a valid motor driver’s licence endorsed with a “T” extension; and
b) Is appropriately trained to transport people with disabilities and their mobility aids.

8. VEHICLE STANDARDS
8.1 The Taxi must comply with the vehicle standards imposed by the Road Traffic (Vehicle) Regulations 2014, any applicable Australian Design Rules for the vehicle or any of its modifications and Schedule 1, "Department of Transport Multi-Purpose Taxi Vehicle and Fitting Specifications", annexed to these conditions.

8.2 The Operator must have an operational Taxi camera surveillance unit of a type approved by the Department in accordance with the Regulations.

8.3 The Taxi must at all times have the capacity to carry a minimum of 2 Wheelchair Hirers seated in their wheelchairs or other mobility aids.

8.4 The Taxi must display signage as required by Items 5.8 of Schedule 1, "Multi-Purpose Taxi (MPT) Vehicle and Fitting Specifications", annexed to these conditions and in all other respects comply with Schedule 1 Specifications.

8.5 All decals, signs, meters, computers and any other attachments identifying a vehicle as a Taxi must be removed prior to the Taxi being re-licensed and registered for any other use.

8.6 A wheelchair hoist is required to be fitted to the MPT and maintained in accordance with the manufacturer’s specifications at all times.

8.7 Records of all maintenance undertaken on the wheelchair hoist, restraints and occupant restraints of all must be kept by the Operator.

8.8 Wheelchair and occupant restraints must be maintained in good working order at all times and two complete sets of the restraint systems are required to be installed.

8.9 The Operator shall ensure that raised taxi registration numbers are installed as specified in the Disability Standards for Accessible Public Transport 2002.

9. INSPECTION REQUIREMENTS
9.1 The Taxi must be inspected for applicable vehicle standards compliance at least once in every 12-month period. The inspection must be conducted by the Department's Driver & Vehicle Services section, or such other authority as may be designated for the purpose of licensing and inspecting vehicles, or as otherwise directed by an Authorised Officer.

9.2 The Taxi meter fitted to the Taxi must be inspected, tested and certified not tampered with by an authorised meter mechanic at least once in every 12-month period in accordance with the Regulations.

9.3 The taxi camera surveillance unit, referred to in condition 8.2, must be inspected and tested at least every 12 months by the manufacturer of the camera as per the Regulations.

9.4 An Authorised Officer may at any time direct that the Taxi be inspected and/or repaired by:

   a) The Department's Driver & Vehicle Services section; or
   b) An Authorised Inspection Station
   c) An authorised meter mechanic; or
   d) An authorised Taxi camera service technician; or
   e) Any other appropriate body or person approved by the Department; and
   f) May prohibit the continued operation of the Taxi until inspection has been completed and a report is issued by an Authorised Officer finding that the Taxi is in a satisfactory state of repair and/or cleanliness.

9.5 The Operator must, at the time of annual inspection produce to the Department evidence demonstrating that:
a) The Taxi meter has been satisfactorily inspected by an authorised meter mechanic within the previous 12 months; and
b) The camera surveillance unit has been satisfactorily inspected by an approved agent within the previous 12 months; and
c) The Taxi has current insurance that meets the requirements set out in Condition 11.

10. CERTIFICATES REQUIRED
10.1 To satisfy the annual inspection requirements the Operator must provide the Department, at the time of inspection, with the following documents:
   a) A certificate of accuracy valid for 12 months for the taxi meter; and
   b) A current certificate valid for 12 months for the required camera surveillance unit; and
   c) A certificate of currency containing proof of insurance as required in condition 11.

11. INSURANCE REQUIREMENTS
11.1 In addition to any statutory requirements, the Taxi must be insured at all times as follows:
   a) Insurance cover of at least $5,000,000 against liability in respect to the use of the Taxi, for personal injury and property damage including loading or unloading and goods falling from the Taxi; and
   b) Public liability cover of at least $5,000,000.

11.2 The insurance referred to at 7.1 must be maintained with a corporation authorised under the Insurance Act 1973 (Commonwealth) to carry on insurance business.

11.3 A certificate of currency, verifying a valid insurance policy satisfying Condition 7.1, that names the Operator as the insured party.

11.4 The certificate of currency referred to at 10.3 must be made available to an Authorised Officer on demand between 8:00am and 5:00pm Monday to Friday, excluding public holidays.

12. RECORD KEEPING
12.1 The Operator must keep all Records for the preceding year as required by these Conditions including:
   a) The dates and times that the taxi was operated; and
   b) The name, address, driver’s licence number and daytime telephone contact number of every person who has operated or driven the taxi and the times at which each such person was operating or driving the taxi; and
   c) The make, model, colour and date of manufacture of each vehicle that operated as a taxi using the taxi plates and the dates of operation; and
   d) Details of any bond agreement that was entered into with a driver, or was terminated, including the amount of bond charged and the purposes for which the bond was applied; and
   e) The name of the bank, the address of the branch and the number of the trust account in which any bond is or was held, as required under section 36 of the Act; and
   f) The date, the commencement and termination times, the pick-up and drop-off addresses, the full details of the fare charged and the name and contact details of the hirer in respect of each hire including by a person using a wheelchair if not a TUSS member; and
   g) Copies of Contract Fares as required by the Regulations and Condition 6; and
   h) Complaints register as required by Condition 18; and
   i) Complaints and notifications concerning disreputable and unlawful association as required by Condition 19.

12.2 The Operator must ensure that Records referred to in this Condition are to be made available to an Authorised Officer on demand between 9am and 5pm Monday to Friday except Public Holidays.

13. LEASING AND SUB-LEASING OF TAXI PLATES AND VEHICLES WITH TAXI PLATES
13.1 Leasing and sub-leasing of taxi plates and taxis are prohibited.

14. SHIFT LEASING
14.1 The Operator is permitted to enter into a Shift Lease with a Shift Operator to perform Shifts as agreed.
14.2 The Operator is responsible for ensuring that a Shift Operator operating under a Shift Lease complies with all MPT Conditions at all times.

14.3 A breach by a Shift Operator under a Shift Lease of these MPT Conditions may be grounds for termination of the Operator’s interest in Taxi Plates at the Director General’s sole discretion.

14.4 The lease or sublease of a taxi plate and vehicle at a lease rate which exceeds the maximum taxi plate and vehicle lease rate as determined by the Director General and set out in Schedule 2, annexed to these conditions, is prohibited.

15. OPERATOR TO ENSURE ALL SHIFT LEASE OPERATORS ARE APPROPRIATELY LICENSED
15.1 The Operator must ensure that any Operator of the Taxi operating under a Shift Lease has a "T" extension on their motor vehicle driver’s licence pursuant to the Road Traffic (Authorisation to Drive) Regulations 2014.

16. TRANSFER OF OWNERSHIP OF TAXI PLATES
16.1 Transfer of Ownership or an interest in ownership in Taxi Plates is subject to:
   a) Written approval of the Director General in accordance with section 24 of the Act; and
   b) Complying with the requirements of section 24 of the Act, which includes lodging the approved form with the Department and paying the prescribed fee.

17. CESSATION OF OPERATION AS A TAXI
17.1 Where the Operator transfers ownership in a vehicle operated as a Taxi in circumstances where the vehicle will cease to be operated as a Taxi, the Operator is responsible for the removal from display of any signage, decals, signs, external attachments or other items on the vehicle that indicate and/or convey the impression that the vehicle is a taxi.

18. COMPLAINTS
18.1 The Operator must keep and maintain a register of every oral and written complaint received by the Operator, or a Shift Operator in the preceding 12 months.

18.2 The register of complaints must include the following information at a minimum:
   a) The full name of the complainant;
   b) The postal address of the complainant;
   c) The contact telephone number of the complainant;
   d) The Vehicle number plate;
   e) The time and date of the alleged incident;
   f) The time and date on which the complaint was lodged;
   g) The category of the complaint made (customer service, Fares, driving skills, driver conduct or other);
   h) Any action taken by, or on behalf of, the complainant;
   i) The full name and contact information of the Operator or Shift Operator involved;
   j) The action taken in resolving the complaint;
   k) The date on which the complaint enquiry was completed.

18.3 Where a complaint is made about the Operator or about a Shift Operator alleging:
   a) Threatening or abusive behaviour, whether verbal or physical, and whether of a sexual nature or not;
   b) Misuse of the personal information of any person; or
   c) Misuse of any credit card details of any person;

The Operator must inform the Department’s On-demand Transport Business Unit immediately and within 24 hours of the complaint being made.
19. DISREPUTABLE AND/OR IMPROPER AND/OR UNLAWFUL CONNECTIONS AND AFFILIATIONS
19.1 The Operator must not have any affiliations, associations, connections, or professional engagements with any individuals, companies, agencies, organisations, clubs, associations, or other business or charitable institutions which can, or are likely to, or have been found or proven to have any disreputable, criminal or illegal business dealings or other transactions.

19.2 Where the Operator receives a complaint about any such affiliations, associations, connections, or professional engagements referred to in Condition 19.1 the Operator must document the particulars of the complaint and forward these in writing to the On-demand Transport Business Unit.

19.3 The Operator must notify the On-demand Transport Business Unit in writing as soon as the Operator becomes aware of the possibility that the requirements of this Condition are not being met.

20. CHANGE IN CONTROL
20.1 If the Operator is a corporate entity, the Operator must inform the On-demand Transport Business Unit immediately in writing and within 5 business days of any actual or anticipated change in control and/or ownership of the Operator.

20.2 For the purposes of paragraph 19.1, a change of control includes the following:
   a) Where there is an occurrence, the effect of which is to transfer, directly or indirectly, the management and/or control of the Operator to another person including to another corporate entity; or
   b) There is any change in control of the Operator within the meaning of the Corporations Act 2001 (Commonwealth).

21. NOTICES
21.1 Notices may be validly and effectively served on the Operator by the Director General pursuant to these conditions where delivered, emailed, served, or posted to the Operator at the address and/or email of the Operator last known to the Department.