



# Model Taxi Service Bailment Agreement

June 2018



**Queensland**  
Government

# Model Taxi Service Bailment Agreement

This agreement should be completed in duplicate so that the driver and operator each have their own fully completed copy.

**This document, if signed by you, is a legal document which may result in legal obligations for you. If you have any concerns or queries about this document and its contents you are advised to seek independent legal advice before signing.**

## Disputes about your bailment agreement

This bailment agreement requires taxi operators and drivers to meet within five days of the beginning of a dispute to try and resolve the problem.

If you are unable to resolve the dispute after meeting, there are options for you to take the matter further.

Provided below are some possible avenues that may assist you, however you should always seek professional legal advice if you are unsure about what to do.

### Dispute Resolution Centres

[www.justice.qld.gov.au/justice-services/dispute-resolution](http://www.justice.qld.gov.au/justice-services/dispute-resolution)

### Queensland Civil and Administrative Tribunal

[www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

### Queensland Courts

[www.courts.qld.gov.au](http://www.courts.qld.gov.au)

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## Contents

<b>Schedule</b> .....	<b>4</b>
Item 1 Driver details .....	4
Item 2 Operator details .....	4
Item 3 Taxi details .....	5
Item 4 Shifts of bailment .....	5
Item 5 Bailment fee .....	5
Item 6 Time, place and method of payment .....	5
Item 7 Taxi vehicle insurance .....	6
Item 8 Personal accident insurance .....	6
Item 9 Public liability insurance .....	6
Item 10 Equipment .....	7
Item 11 Execution/acceptance provisions .....	7
Checklist .....	7
<b>Model Taxi Service Bailment Agreement terms and conditions</b> .....	<b>8</b>
Clause 1 Definitions and interpretation .....	8
Clause 2 Bailment .....	8
Clause 3 Bailment fees and contributions .....	8
Clause 4 The operator's obligations .....	9
Clause 5 The driver's obligation .....	9
Clause 6 Mutual obligations .....	10
Clause 7 Insurance .....	10
Clause 8 Taxi .....	11
Clause 9 Incidents, accidents and indemnities .....	11
Clause 10 Warranties .....	12
Clause 11 Termination and repossession .....	12
Clause 12 No agency, employment, partnership or franchise .....	13
Clause 13 Costs and taxes .....	13
Clause 14 Privacy Act acknowledgement consent and authorities .....	13
Clause 15 Proper law .....	14
Clause 16 Notices .....	14
Clause 17 General provisions .....	14
Clause 18 Disputes .....	14
<b>Contact details</b> .....	<b>15</b>

## Schedule

Commencement date: .....

End date (optional): .....

### 1 Driver details (read clause 1.1 before completing this item)

Name	<input type="text"/>		
Business name	<input type="text"/>	ABN	<input type="text"/>
Address	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone	(b) <input type="text"/>	(h) <input type="text"/>	(m) <input type="text"/>
Email address	<input type="text"/>	Fax no	<input type="text"/>
Driver licence no	<input type="text"/>	Expiry date	<input type="text"/>
Driver Authorisation no	<input type="text"/>	Expiry date	<input type="text"/>
Next of kin	<input type="text"/>		
Telephone	(b) <input type="text"/>	(h) <input type="text"/>	(m) <input type="text"/>

### 2 Operator details (read clause 1.1 before completing this item)

Name	<input type="text"/>		
Business name	<input type="text"/>	ABN	<input type="text"/>
Address	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone	(b) <input type="text"/>	(h) <input type="text"/>	(m) <input type="text"/>
Email address	<input type="text"/>	Fax no	<input type="text"/>
Driver licence no	<input type="text"/>	Expiry date	<input type="text"/>
Operator Accreditation no:	<input type="text"/>	Expiry date	<input type="text"/>

### 3 Taxi details (read clause 1.1 before completing this item)

Taxi registration or insert 'one of the taxis in the fleet'

Taxi service licence no

Name of booking company which taxi is affiliated

Address at which taxi is normally garaged

Postcode

### 4 Shifts of bailment (read clause 2 before completing this item)

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start							
Finish							

### 5 Bailment fee – select one of the three options below (read clause 3 before completing this item)

**Option A: percentage of gross fares – no fuel**

The bailment fee payable by the driver to the operator is \_\_\_\_\_% of gross fares received per shift.

The driver pays 0% of the cost of fuel used (the percentage of gross fares payable by the driver to the operator must be 55% or less).

**Option B: percentage of gross fares – including fuel**

The bailment fee payable by the driver to the operator is \_\_\_\_\_% of gross fares received per shift, **plus** \_\_\_\_\_% of the cost of fuel used, per shift (the percentage of gross fares payable by the driver to the operator must be 50% or less).

**Option C: set pay-in**

*A taxi operator may only enter into a bailment agreement containing a set pay-in arrangement if the driver has held Queensland Driver Authorisation for at least 12 months consecutively or cumulatively, within the five years before the agreement is entered into.*

The bailment fee payable by the driver to the operator per shift is prescribed below, **plus** 100% of the cost of fuel used.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
\$	\$	\$	\$	\$	\$	\$

### 6 Time, place and method of payment (read clause 3 before completing this item)

(strike out whichever is not applicable)

The bailment fee (item 5) and contributions (items 7, 8 and 9) are payable at	the beginning/end of each _____ (for example, shift or week)
The place for payment of the bailment fee and contributions	
The method of payment of the bailment fee (for example, cash payment)	

## 7 Taxi vehicle insurance (read clause 7 before completing this item)

Calculation of vehicle insurance per shift	Premium per annum \$	Shifts per annum	= \$	per shift
	(for example, premium of \$3000 per year divided by 728 shifts, equals \$4.12 per shift)			
Driver's contribution	\$ per shift (zero unless specified)			
Driver's other contributions to vehicle insurance (for example, excess if applicable)				
The taxi vehicle insurance document must be sighted by the driver	sighted by driver ..... (sign)			

## 8 Personal injury insurance (read clause 7 before completing this item)

Insurance details	Policy no:	Expiry date:		
Calculation of personal injury insurance per shift	Premium per annum \$	Shifts per annum	= \$	per shift
	(for example, premium of \$3000 per year divided by 728 shifts, equals \$4.12 per shift)			
Driver's contribution	\$ per shift (zero unless specified, for example, if driver provides own personal injury cover)			
Driver's other contributions to personal injury insurance (for example, excess if applicable)				
The personal injury insurance information must either be attached or the operator must state how the personal injury insurance information can be obtained from the operator	Personal injury insurance information attached <input type="checkbox"/> (yes) or State how the driver can obtain the personal injury information from the operator: ..... .....			
Minimum personal accident insurance cover	Death or total disablement	\$250 000		
	Weekly benefits – accident	85% of income up to \$150 per shift or \$750 per week		
	Accrued benefits period	104 weeks		
	Funeral expenses	\$3000		
	Excess period	2 days		

## 9 Public liability insurance (read clause 7 before completing this item)

Calculation of public liability insurance per shift	Premium per annum \$	Shifts per annum	= \$	per shift
	(for example, premium of \$3000 per year divided by 728 shifts, equals \$4.12 per shift)			
Driver's contribution	\$ per shift (zero unless specified)			
Driver's other contributions to public liability insurance (for example, excess if applicable)				
The public liability insurance document must be sighted by the driver	sighted by driver ..... (sign)			
Minimum public liability insurance cover	\$5 000 000 (any one occurrence)			

## 10 Equipment (read clauses 4 and 5 before completing this item)

Items to be supplied by driver	Items to be supplied by operator
Additional terms (for example, drivers other contributions, if applicable)	

Further terms of this agreement are contained in the Model Taxi Service Bailment Agreement Terms and Conditions.

## 11 Execution/acceptance provisions:

**Execution provisions for driver (bailee) – use one which applies to you**

Individual	<b>or</b>	Individual trading as a business name
Signed: _____  Driver (bailee)  Date: _____		Signed: _____  Driver (bailee) trading as: _____  ABN: _____  Date: _____

**Execution provisions for operator (bailor) – use the one which applies to you**

Individual	<b>or</b>	Individual trading as a business name
Signed: _____  Operator (bailor)  Date: _____		Signed: _____  Operator (bailor) trading as: _____  ABN: _____  Date: _____

Company operator	<b>or</b>	
<p><b>Executed by</b>  <b>ACN</b>                  in accordance with <i>Corporations Law</i></p>		
..... Signature of Director .....		..... Signature of Secretary/other Director .....
..... Name of Director in full		..... Name of Secretary/other Director in full

**Checklist** *(Tick once completed)*

- Has the driver completed the relevant items in the schedule of this agreement (pages 4-7)?
- Has the operator completed the relevant items in the schedule of this agreement (pages 4-7)?
- Have both the driver and operator signed and dated this agreement (page 7)?
- Has the driver been given a copy of the completed agreement for his/her records?
- Is the driver aware of dispute resolution options?

## Model Taxi Service Bailment Agreement terms and conditions

### 1 Definitions and interpretation

#### 1.1 Definitions

In this agreement, unless the contrary intention appears:

**Agreement** means the Taxi Service Bailment Agreement between the driver and the operator which incorporates the Terms and Conditions and the schedule.

**Alternate taxi** means a replacement taxi provided by the operator to the driver in circumstances where the taxi is not available for bailment.

**Bailment fee** means the fee set out in item 5 (A) or (B) or (C) of the schedule.

**Contributions** means the contributions to costs described in clause 3.3 of this agreement.

**Driver** means the driver described in item 1 of the schedule. The driver is the bailee for the purposes of this agreement.

**End of shift report** means the report referred to in clause 5.3 of this agreement.

**GST** has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999*.

**Operator** the person with authority to deal with the taxi and described in item 2 of the schedule. The operator is the bailor for the purposes of this agreement.

**Shift** means each shift set out in item 4 of the schedule or such other shifts as the parties may agree from time to time.

**Taxi** means the taxi or taxis described in item 3 of the schedule.

**Taxi booking company** means any taxi service administration organisation with which the taxi is affiliated, as described in item 3.

**Taxi service licence** means a licence issued under the *Transport Operations (Passenger Transport) Act 1994*, to provide a taxi service in an area in a way that meets or exceeds specified performance levels.

**Taxi Subsidy Scheme** means the scheme defined in section 94 of the *Transport Operations (Passenger Transport) Regulation 2005*.

#### 1.2 Interpretation

In the interpretation of this agreement, unless the context otherwise requires, 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.

### 2 Bailment

#### 2.1 Agreement to bail

The operator agrees to bail the taxi to the driver on the basis set out in this agreement.

#### 2.2 Period of bailment

##### 2.2.1 The operator bails the taxi to the driver for the shift.

##### 2.2.2 Except if the operator reasonably requires the taxi for repairs, inspection, or maintenance, the driver shall have (without enjoying any proprietary interest in the taxi) exclusive use and possession of the taxi for the entire duration of each shift. The operator will provide reasonable notice of requiring the vehicle for such purposes.

#### 2.3 Cancellation of a shift by the driver

##### 2.3.1 The driver may cancel a shift or part of a shift upon giving reasonable notice to the operator.

##### 2.3.2 In the event of a cancellation of a shift or part of a shift under clause 2.3.1, the driver's obligations at the end of a shift set out in clause 5.3 will apply, to the extent possible.

### 3 Bailment fee and contributions

#### 3.1 The driver must pay the bailment fee and contributions to the operator in accordance with this clause.

#### 3.2 The bailment fee is calculated in accordance with the option chosen in item 5 of the schedule, provided that only one option may apply in any shift. The bailment fee may differ depending on the shift or shifts.

#### 3.3 In addition to the bailment fee set out in clause 3.2, the driver must pay to the operator contributions for:

- (a) taxi vehicle insurance, as specified in item 7 of the schedule; and
- (b) personal injury insurance, as specified in item 8 of the schedule; and
- (c) public liability insurance, as specified in item 9 of the schedule.

#### 3.4 The driver must pay the bailment fee and contributions at the time and place, and by the method set out in item 6 of the schedule or at such time, place or intervals as the parties agree from time to time, provided that only one payment of bailment fee and contributions will be due and payable in any span of 24 consecutive hours.

#### 3.5 Each bailment fee and contributions payment must be accompanied by an end of shift report completed by the driver, and the driver may keep a copy of the end of shift report.



- 3.6 Notwithstanding the provisions of this clause, the bailment fee and contributions are not payable for a shift or part of a shift that the taxi is unable to be used for the provision of a taxi service for any reason not arising from any fault on the part of the driver.
- 3.7 Where a cancellation occurs during a shift, that is the fault of the driver, the driver is liable to pay the operator the bailment fee and contributions that would have been payable for the whole shift, if it had been completed.

## **4 The operator's obligations**

### **4.1 The operator agrees, at his or her expense, to:**

- (a) maintain the currency of their operator accreditation and taxi licence if applicable;
- (b) pay for fuel (to the extent specified in item 5 in the schedule) and all necessary oil, lubricants and replacement parts for the taxi;
- (c) carry out all necessary repairs and maintenance to the taxi;
- (d) subject to clause 7 of this agreement, take out and keep current the insurances set out in that clause;
- (e) keep the taxi registered as required under the *Transport Operations (Road Use Management) Act 1995* and the *Transport Operations (Road Use Management – Vehicle Registration) Regulation 1999* and all applicable legislation;
- (f) maintain the taxi in a proper roadworthy condition so as to comply with the requirements of the *Transport Operations (Road Use Management) Act 1995* and the *Transport Operations (Road Use Management – Vehicle Standards and Safety) Regulation 1999* and all applicable legislation;
- (g) supply all documentation and equipment necessary to comply with this agreement, the taxi service licence, the *Transport Operations (Passenger Transport) Act 1994*, its regulations and standards and any other legislation applicable to taxis. Refer to clause 5.1.3(h); and
- (h) provide, if applicable, the equipment described in item 10 of the schedule.

## **5 The driver's obligations**

### **5.1 Driver's obligations during a shift**

- 5.1.1 At the commencement of each shift, the driver will examine the taxi and satisfy himself or herself as to its suitability and fitness for the purpose of the provision of a taxi service.
- 5.1.2 The driver agrees to notify the operator or its authorised representative of any defect or damage to the taxi of which the driver is or becomes aware as soon as is reasonably practicable and in any event to include details of same in the end of shift report.
- 5.1.3 The driver agrees, for the duration of each shift:
- (a) to exercise proper care and control of the taxi;
  - (b) not to part with possession of the taxi except to take meal breaks and rest pauses;
  - (c) not to allow any person, other than the operator or any person authorised by the operator, to drive the taxi or to modify or remove any equipment fitted to or installed in the taxi;
  - (d) to clean any soiling caused by passengers in the taxi;
  - (e) to comply with the requirements of any Taxi Subsidy Scheme administered by the Department of Transport and Main Roads;
  - (f) to comply with the terms and conditions of the taxi service licence as if such terms and conditions were contained in this agreement, and acknowledges that he or she has received read and understood the terms and conditions of that licence before entering into this agreement;
  - (g) ensure his or her driver licence, driver authorisation and appropriate endorsement from the taxi booking company is current; and
  - (h) provide the equipment specified in item 10 of the schedule (if any).

### **5.2 Driver's obligations to notify operator of changes to a Driver Authorisation**

When driving public passenger vehicles, drivers must notify the operator if their driver licence or driver authorisation is suspended, cancelled or disqualified. This includes the following;

- (a) where the driver has been issued with a restricted work licence by a Magistrate after the licence has been disqualified for drink driving (X1 condition on driver licence);
- (b) where the driver has been issued with a Special Hardship Order by a Magistrate after the licence has been suspended for the accumulation of demerit points on a good driving behaviour period or for a high speed offence (X3 condition on licence);
- (c) where the driver has been issued with a section 79E order by a Magistrate after the licence has been immediately suspended for driving under the influence of drugs or high limit alcohol (X4 condition on licence).

### **5.3 Driver's obligations at the end of a shift**

- 5.3.1 The driver agrees to complete and lodge with the operator at the end of each shift a report (end of shift report) stating:
- (a) any change in the operational variables recorded by the meter;
  - (b) any damage to the interior or exterior of the taxi;
  - (c) any apparent malfunctioning of the taxi or the equipment in it; and
  - (d) any further particulars concerning the taxi reasonably required by the operator.
- 5.3.2 The driver agrees, at the end of each shift, to return the taxi to the operator:
- (a) at the place nominated in item 6 of the schedule not later than the end of shift time agreed by the parties; and
  - (b) with approximately the same level of fuel as that at the start of a shift.

## **6 Mutual obligations**

### **6.1 The parties agree to:**

- (a) comply with the provisions of the *Transport Operations (Passenger Transport) Act 1994*, its regulations and standards and all other legislation relating to taxis, the provision of a taxi service, motor vehicles and motor traffic;
- (b) comply with all rules and by-laws of the taxi booking company;
- (c) to comply with safety requirements in relevant legislation, including the *Workplace Health and Safety Act 1995*, applicable to the operation, management and control of the taxi;
- (d) act in a reasonable way and render reasonable assistance to each other upon reasonable request, in order to give effect to this agreement;
- (e) not do anything or refrain from doing anything which could adversely affect the ability of the taxi booking company to comply with its obligations to the Department of Transport and Main Roads.

## **7 Insurance**

### **7.1 Taxi vehicle insurance**

- 7.1.1 The operator must display their certificate of insurance.
- 7.1.2 The operator must take out and keep current a comprehensive insurance or third party property policy for the taxi with a reputable insurer, or a motor vehicle protection policy for the taxi with a Taxi Council of Queensland approved discretionary trust, for the term of this agreement.
- 7.1.3 The operator is responsible for, and, if required by the insurer, will pay any excess (except for any age excess) on an insurance/discretionary trust policy referred to in this clause 7.1, or as otherwise agreed between the parties in item 7.
- 7.1.4 The driver is responsible for, and, if required by the operator, will pay any age excess on an insurance/discretionary trust policy referred to in this clause 7.1.

### **7.2 Personal injury insurance**

The personal injury insurance for a driver for a taxi service bailment agreement, means insurance, covering personal injury to the driver, relating to the taxi service bailment agreement. The personal injury insurance information for personal injury insurance means information, given by the insurer, and included in the product disclosure statement and schedule of cover, for the personal injury insurance. The operator must take out and keep current a personal injury insurance policy with a reputable insurer to cover the driver for loss of earnings. The personal injury insurance must provide a level of cover equal to or greater than that specified in item 8 of the schedule. The driver may take out additional personal accident cover.

### **7.3 Public liability insurance**

The operator must take out and keep current a public liability insurance policy with a reputable insurer to cover the driver for his/her legal liability for negligence causing personal injury and/or property damage to third parties occurring when the taxi is not moving or when using the taxis' hoists and/or lifting equipment (where fitted). The public liability insurance will provide compulsory third party (CTP) gap liability protection for the amount in item 9 of the schedule as a minimum.

### **7.4 Payment of insurance**

The driver must pay his or her share of insurance/discretionary trust costs under clauses 7.1 and 7.2, in accordance with clause 3.3 of this agreement.

### **7.5 Evidence of insurance policies**

The operator will, upon signing this agreement, provide the driver access to certificates of currency of the taxi vehicle insurance/discretionary trust policy, and the public liability insurance policy referred to in clauses 7.1, 7.2 and 7.3. The operator will either attach a copy of the personal injury insurance information listed in clause 7.2 or state under item 8, how the driver can obtain the personal injury insurance information from the operator.

## 7.6 Driver's indemnity

In accordance with clause 7.3 of this agreement, the operator will indemnify the driver for any loss or damage suffered by the operator's failure to take out and keep current the insurances referred to in this clause 7.

## 8 Taxi

### 8.1 Control of taxi

Subject to the provisions of this agreement, the *Transport Operations (Passenger Transport) Act 1994* its regulations and standards and any other legislation applicable to taxis, the driver:

- (a) will have control of the taxi including the running and management of it during the shift;
- (b) will not be subject to any instructions or directions by the operator except those requiring observance of the conditions of this agreement and the taxi service licence;
- (c) must use the taxi for the carriage of passengers and luggage, and other uses permitted under legislation applicable to taxis; and
- (d) must comply with a request by the operator under clause 11.4 for the repossession of the taxi.

### 8.2 Alternate taxi

Notwithstanding any other provisions of this agreement, the operator may supply to the driver as a replacement for the taxi, another taxi (alternate taxi). The alternate taxi will be accepted by the driver as if it was the taxi and the terms and conditions of this agreement will apply to the alternate taxi as if it was the taxi.

## 9 Incidents, accidents and indemnities

9.1 In clause 9: **incident** means any event occurring during a shift or when the taxi is in the possession of the driver, in which:

- (a) the taxi or any fixture, fitting or equipment in the taxi is stolen or lost;
- (b) the taxi or any fixture, fitting or equipment in the taxi, is damaged by any means;
- (c) the taxi is involved in a collision resulting in damage to another vehicle or any other property; or
- (e) a person suffers injury when in the taxi or when entering, leaving or accessing any part of the taxi.

9.2 If an incident occurs, the driver will:

- (a) make no admission of liability to any party;
- (b) as soon as practicable, verbally notify the operator of the circumstances of the incident;
- (c) as soon as practicable, give the operator a written report of the incident, including (if known) particulars of:
  - (i) any party involved in the incident;
  - (ii) if the incident involves a collision with another vehicle driven by a person other than the registered operator of the vehicle, the registered operator of the vehicle;
  - (iii) any witnesses;
  - (iv) any injury suffered by a party involved in the incident; and
  - (v) any damage to or loss of property arising out of the incident.
- (d) give to the operator within 48 hours after coming into his or her possession (or if the driver is incapacitated as soon as possible) the following:
  - (i) a copy of any statement made by the driver to the police concerning the incident; and
  - (ii) any document posted, delivered or served on the driver by or on behalf of any party making any claim against the driver or the operator in respect of the incident.

9.3 In respect of any incident to which the insurances set out in clauses 7.1, 7.2 and 7.3 refer, the operator shall be responsible for responding to all communications from any party making a claim against the driver or the operator in respect of the relevant incident.

9.4 The operator indemnifies the driver in respect of liability for damage to the taxi and property damage that the taxi may cause arising out of the authorised use of the taxi by the driver. This indemnity does not apply to the extent that the damage resulted from or was occasioned by the driver's wilful misconduct, wilful act or omission, or wilful breach of this agreement.

9.5 Subject to clause 9.4, each party to this agreement indemnifies the other party against all liabilities, losses, expenses and costs that the other party sustains or incurs as a result of:

- (a) any material breach of this agreement by either party; or
- (b) any negligent act or omission or any misconduct by either party.

## **10 Warranties**

### **10.1 The driver's warranties**

The driver warrants that:

- (a) he or she is the holder of a current Queensland Driver's Licence, and a taxi Driver Authorisation issued under the *Transport Operations (Passenger Transport) Act 1994*, details of which are set out in item 1 of the schedule and is bound by the legislative requirements under this and all subordinate legislation;
- (b) except as provided for in this agreement, he or she will be the sole driver of the taxi under this agreement;
- (c) the particulars given by him or her in this agreement are correct and will be kept up-to-date in the event of any change authorised under this agreement;
- (d) he or she has accurately disclosed, before entering into this agreement, all information relevant to this agreement, including:
  - (i) his or her driving history, including all serious accidents and incidents; and
  - (ii) credit information;
- (a) he or she has not withheld any information, which if known by the operator, might have reasonably affected the operator's decision to enter into this agreement.

### **10.2 The operator's warranties**

The operator warrants that:

- (a) he or she has authority to enter into this agreement and to deal with the taxi;
- (b) he or she owns, leases or manages a taxi service licence and holds an Operator Accreditation to provide a taxi service under the *Transport Operations (Passenger Transport) Act 1994*, its regulations and standards;
- (c) the taxi complies with all requirements of the *Transport Operations (Passenger Transport) Act 1994*, the *Transport Operations (Passenger Transport) Regulation 1994* and all applicable additional conditions attached to the taxi service licence;
- (d) the taxi is the licensed vehicle specified in the taxi service licence and at item 3 of the schedule to this agreement;
- (e) the particulars given by him or her in this agreement are correct and will be kept up-to-date in the event of any change authorised under this agreement;
- (f) at the commencement of each shift, the taxi will be in good order and repair and of a standard required under the *Transport Operations (Passenger Transport) Act 1994*, its regulations and standards and all other relevant legislation.

## **11 Termination**

### **11.1 Termination for breach**

An operator or driver may end this agreement at any time.

### **11.2 Return of the taxi on termination**

- (a) If the operator terminates this agreement, the driver will on demand deliver the taxi in good order and repair, at the driver's expense, to the operator at the place nominated in item 3 of the schedule.
- (b) If the driver terminates this agreement, the driver will, at his or her expense, deliver the taxi in good order and repair to the operator at the place nominated in item 3 of the schedule.

### **11.3 Repossession**

The operator may repossess the taxi immediately and without notice to the driver if:

- (a) the operator has reasonable grounds to suspect that the driver is using the taxi for any purpose not authorised under this agreement, or for an illegal or illicit purpose; or
- (b) the driver has defaulted in payment of any monies due under this agreement; or performance of any material term of this agreement.

#### **11.4 Costs and expenses payable on repossession**

If the operator repossesses the taxi under clause 11.3 of this agreement, the driver will pay the operator on demand all reasonable costs and expenses relating to the repossession and any other damages or compensation arising out of or relating to such repossession.

#### **12 No agency, employment, partnership or franchise**

12.1 This agreement does not create a relationship of agency, employment, partnership or franchise between the driver and the operator.

#### **13 Costs and taxes**

##### **13.1 Agreement costs**

Each party must bear its own costs (including legal costs) of and incidental to the preparation, negotiation and signing of this agreement.

##### **13.2 GST**

The parties agree that any amounts payable to the operator under this agreement are inclusive of any GST that may apply.

#### **14 Privacy Act acknowledgement consent and authorities**

##### **14.1 Authority for operator to obtain credit and other information**

To enable the operator to assess the driver's suitability as a driver and of the driver's operations, the driver authorises the operator:

- (a) to obtain from a credit reporting agency a credit report containing personal credit information about the driver;
- (b) to obtain from a business which provides information about commercial credit worthiness of persons a report containing information about the driver's commercial activities or commercial credit worthiness;
- (c) to give to and/or obtain from any credit provider(s) named in a report held by a credit reporting agency information about the driver's credit arrangements, including information about the driver's credit worthiness, credit standing, credit history or credit capacity; and
- (d) to give to and/or obtain from any statutory authority, insurer and/or any taxi industry participant (including the taxi booking company, other taxi booking companies, other operators or drivers or the Taxi Council of Queensland) any relevant information about the driver's business and driving record including any accidents and incidents and criminal records and any other information relevant to the bailment of the taxi.

##### **14.2 Acknowledgment and consent by driver**

By signing this agreement the driver acknowledges and consents that credit information collected by the operator may be given to a credit reporting agency for the purposes authorised under this agreement and as authorised by law to create a credit information file or to include this information in the driver's credit information file. The driver understands that the operator may give a credit reporting agency certain personal information about the driver, which the driver authorises the operator to do and the driver acknowledges that the operator will rely on this authorisation as confirmation of compliance with the requirements of section 18E(8)(c) of the *Privacy Act 1988 (Cth)*. The personal information which may be given to an agency is covered by section 18E(1) of the *Privacy Act 1988 (Cth)* and includes:

- (a) such permitted information about the driver which the driver allows to be identified;
- (b) the fact the driver has applied for the operator to charge a credit facility;
- (c) payments which become overdue more than 60 days for which collection action has commenced;
- (d) advice that payments are no longer overdue;
- (e) cheques drawn by the driver which have been dishonoured; and
- (f) in specific circumstances that in the operator's opinion the driver has committed a serious infringement or that the driver has or has not discharged his or her obligations under this agreement.

### **14.3 Access to personal information**

If the National Privacy Principles in the *Privacy Act 1988 (Cth)* apply to the operator, the driver may access their personal information held by the operator by contacting the operator. The driver acknowledges that in certain circumstances allowed at law, the operator may refuse to provide such access.

### **14.4 Personal information**

For the purposes of this clause 14, **personal information** means information or opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

## **15 Proper law**

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

## **16 Notices**

**16.1** A written notice required to be given to the driver in this agreement is given when:

- (a) handed to the driver by the operator or its authorised representative; or
- (b) left at the driver's address; or
- (c) posted to the driver's address by ordinary prepaid mail.

**16.2** A written notice required to be given to the operator in this agreement is given when:

- (a) handed to the operator or its authorised representative by the driver; or
- (b) left at the operator's address; or
- (c) posted to the operator's address by ordinary prepaid mail.

## **17 General provisions**

### **17.1 Entire agreement**

This agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

### **17.2 Variations**

The parties may agree in writing to amend the items of the schedule and clauses of this agreement. amendments to this agreement will not be effective unless made in writing and signed by both parties.

### **17.3 Waiver**

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to claim damages for breach of that obligation; and
- (b) at any other time to require performance of that or any other obligation under this agreement unless written notice to that effect is given by that party to the other.

### **17.4 Counterparts**

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

## **18 Disputes**

**18.1** We agree to try to resolve any disputes between us by meeting within five business days from when the dispute arises.

**18.2** Before proceeding with any other course of action, the party claiming that a dispute has arisen must give written notice of the dispute to the other party.

## **Contact details**

Department of Transport and Main Roads  
Taxi, Standards and Regulation  
PO Box 673  
Fortitude Valley  
QLD 4006

Additional copies can be downloaded at  
[www.tmr.qld.gov.au](http://www.tmr.qld.gov.au)