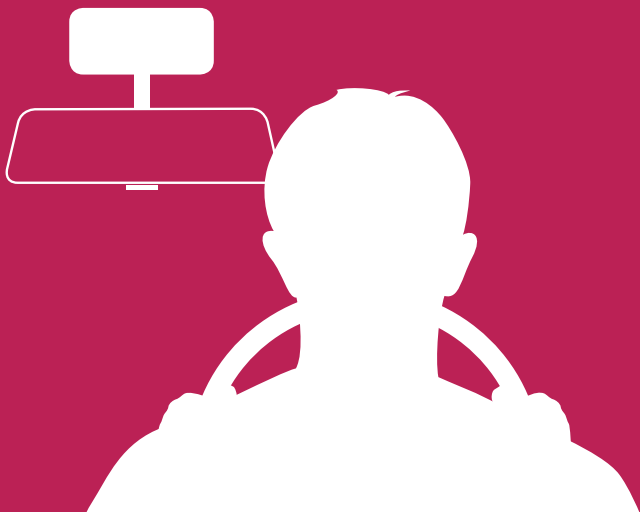


TAXI DRIVERS

Information on Driver Agreement
and Dispute Resolution



TAXI
SERVICES COMMISSION

From 30 June 2014, drivers and permit holders are required to comply with a new set of conditions that will be implied into all driver agreements.

These conditions are mandatory, even if the conditions are not included in a written agreement between the driver and the permit holder.



Drivers should familiarise themselves with the new implied conditions to better understand their rights and responsibilities.

Under section 162L(2) of the *Transport (Compliance and Miscellaneous) Act 1983 (Vic)*, it is an implied condition of all driver agreements that the driver must receive at least 55% of the gross fares earned while the taxi is under the driver's control.

Under the remaining conditions that have been determined by the Taxi Services Commission (TSC), drivers have the right to:

Receive records

Receive monthly records of all payments made between the permit holder and driver, all shifts worked by the driver, the total amount of gross fares earned during each shift and all surcharges charged during a shift.

Maintenance costs

Be reimbursed within seven days for all costs involved in running a taxi including but not limited to:

- ✓ fuel
- ✓ repairs
- ✓ oils
- ✓ taxi livery equipment
- ✓ lubricants
- ✓ tyres

Permit holders reserve the right to nominate where the repair work is to be completed, or the fuel or other items purchased from.

Termination

Terminate the driver agreement with two weeks written notice to the permit holder, or immediately if there has been a breach of the agreement.



This is a simplified version of the implied conditions, for the full version visit taxi.vic.gov.au

Have insurance and indemnity

Have the permit holder maintain an insurance policy issued by a corporation authorised under the *Insurance Act 1973* (Cth) covering the driver against liability for third party property damage caused through the driver's use of the taxi:

- This means that if the driver has an accident while driving the taxi and causes damage to another person's property, the permit holder's insurance policy should cover the cost of this damage
- The permit holder must also indemnify the driver for the cost of any vehicle damage caused through the driver's use of the taxi. This means that if the permit holder does not have insurance, or the insurance does not adequately cover the cost of any damage, and the driver is pursued by a third party for the cost of the damage, the driver will in turn have the right to seek to recover those costs from the permit holder.

Insurance policy

A permit holder is responsible for and will pay any excess on the policy payable in relation to a claim.

A permit holder must ensure that the insurance policy or policies are current and provide the driver with a copy upon request.

Drivers' leave entitlements

Take up to four weeks unpaid leave after completing 12 months or more regular employment with the permit holder.

Bond

Receive a receipt for any bond paid to the permit holder, be notified in writing before any deductions are made from the bond, and have the balance of the bond repaid with interest within 14 days of the driver agreement being terminated. The maximum bond the permit holder can collect is \$1000.

What if I have a dispute?

The TSC has established a dispute resolution process to manage disputes between drivers and permit holders.

1. In the first instance, the parties must meet within seven days, or a longer period agreed between the parties, of a notice of dispute being issued by either party to attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute, they may wish to consider approaching the TSC through the dispute resolution process.
3. The TSC will assess the nature of the dispute and decide whether to:
 - a. provide preliminary assistance, which may include giving advice to ensure that the parties fully understand their rights and obligations, or to ensure that there is full and open communication between the parties; or
 - b. take compliance action, which may include issuing an Improvement Notice or taking disciplinary action against a person's accreditation.
4. The parties must go through the TSC dispute resolution process before referring the dispute to either the Victorian Small Business Commissioner (VSBC) or the Victorian Civil and Administrative Tribunal (VCAT).
5. If the parties have not been able to resolve the dispute with preliminary assistance from the TSC, the TSC may issue a certificate which allows one or both of the parties to refer the dispute to:
 - a. the VSBC; or
 - b. the TSC considers that the dispute is unlikely to be resolved with the assistance of the VSBC, a certificate may be issued to enable the dispute to be referred to VCAT.
6. If the parties refer the dispute to the VSBC and the dispute is not able to be resolved through alternative dispute resolution with the VSBC, the VSBC may issue a certificate allowing one or both of the parties to refer the matter to VCAT.

7. The TSC encourages parties to try to resolve disputes between themselves, wherever possible, or otherwise at the earliest possible stage.
8. Parties may contact the TSC about a dispute on 1800 638 802.
9. Drivers found to have breached one of the implied conditions may be prosecuted under section 162M of the *Transport (Compliance and Miscellaneous) Act 1983*.
10. If the assessing officer requires further information from the person lodging the dispute:
 - a. the person will be given 14 days to provide the additional information; and
 - b. if the person does not provide the requested information within 14 days the TSC will provide any preliminary assistance possible and may close the file, with letters sent to both parties advising them of the outcome.



Visit the TSC website for more information on the driver agreement and dispute resolution and a template driver agreement.

Telephone: 1800 638 802

Email: dispute.resolution@taxi.vic.gov.au



@taxicommission

