

What if I have a dispute?

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

1. In the first instance, the parties must meet within seven days, or a longer period agreed to by 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. 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. if the TSC considers that the dispute is unlikely to be resolved with the assistance of the VSBC/VCAT.

6. If the parties refer the dispute to the VSBC and the dispute is not able to be resolved through alternative dispute resolution, 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 requested information; and
 - b. if the person fails to provide the TSC with the information by the due date, TSC will provide any preliminary assistance possible and may close the file, with letters sent to both parties advising them of the outcome.



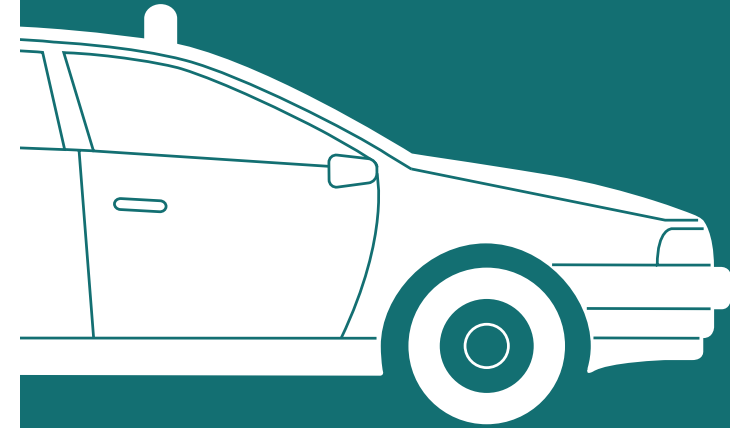
Visit the TSC website for more information on the driver agreement and dispute resolution and a template driver agreement.



DTPL7688_C008_6_06/14

TAXI OPERATORS

Information on Driver Agreement and Dispute Resolution



TAXI
SERVICES COMMISSION

From 30 June 2014, operators (to be known as Permit Holders) and drivers 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 operator and driver.

Operators are encouraged to familiarise themselves with the new implied conditions to better understand their rights and responsibilities.

The implied conditions are specified under section 162L of the *Transport (Compliance and Miscellaneous) Act 1983 (Vic)*.

Taxi drivers must receive at least 55% of the gross fares earned.

Operators must:

Provide records

Provide monthly records to the driver of all payments made between the operator and driver, all shifts worked by the driver, the total amount of gross fares earned during each shift and all surcharges.

Maintenance costs

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

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

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

Have insurance and indemnity

Maintain an insurance policy, in the operator's name, with an insurer authorised under the *Insurance Act 1973* (Cth). It must cover the driver against liability for third party property damage caused through the driver's use of the taxi.

- Operators are responsible for and will pay any excess on the policy payable in relation to a claim.
- An operator must ensure that the insurance policy or policies are current and provide cover of at least \$5 million.
- An operator must provide a copy of the insurance policy or policies to the driver, or a TSC authorised representative.

Insurance Policy

Pay any applicable excess on the insurance policy.

Provide evidence that the insurance policy is current to a person authorised by the Taxi Services Commission (TSC) or the driver on request.

Drivers' leave entitlements

Allow the driver to take up to four weeks unpaid leave after completing 12 months regular work. The parties should negotiate the most appropriate dates for the driver to take leave. The operator must not unreasonably refuse to agree to the driver's requested dates.

Termination

Give the driver two weeks written notice to terminate the agreement. Either party may terminate the agreement immediately if a breach occurs.

Bond

It is not mandatory for the operator to require a bond from the driver, but if a bond is received the operator must:

- provide the driver with a receipt for any bond collected;
- hold the bond in a designated bank account;
- notify the driver in writing before deducting money from the bond; and
- refund the balance of the bond with interest when the agreement is terminated.

The operator may collect the bond in increments before each shift or in a single payment.

The operator may deduct from the bond:

- for damage to the taxi or equipment caused by the driver's conduct; or
- if the driver fails to pay the operator's share of the gross fares.

The maximum bond the operator can collect is \$1000.



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