

Driver Agreement

# DISPUTE RESOLUTION GUIDELINES

## Contents

1	DEFINITIONS	2
2	OVERVIEW	2
3	POLICY STATEMENT	3
4	PRIVACY	3
5	ACCESSIBILITY	3
6	REFERRAL OF DISPUTES TO THE TSC	3
	6.1 How to lodge a Dispute with the TSC	3
	6.2 Information needed to lodge a Dispute	4
	6.3 What happens after a Dispute is lodged?	4

## 1 DEFINITIONS

**Act** means the Transport (Compliance and Miscellaneous) Act 1983 (Vic).

**Dispute** means any disagreement or dispute between the Driver and the Operator including a disagreement or dispute concerning the substance or meaning of the Driver Agreement.

**Driver Agreement** means an agreement made between the Operator of a Taxi-cab and the Driver under which the Driver is permitted to have possession of the Taxi-cab for the purpose of operating it but does not include an agreement for the purchase of the Taxi-cab or a contract of employment or of service.

**Driver** means a person who takes possession of a Taxi-cab operated by another person for the purpose of operating the Taxi-cab under the Driver Agreement.

**Guidelines** means these Driver Agreement Dispute Resolution Guidelines.

**Improvement Notice** means a notice served or to be served on the Operator under section 135F of the Act.

**Infringement Notice** means a notice in respect of an infringement offence served or to be served in accordance with Part 2 of the Infringements Act 2006 (Vic).

**Operator** means a person who operates a Taxi-cab, and who allows another person to take possession of the Taxi-cab for the purpose of operating the Taxi-cab under the Driver Agreement.  
**PDP Act** means Privacy and Data Protection Act 2014 (Vic).

**Taxi-cab** means any vehicle that the Driver is permitted to have possession of under the Driver Agreement.

**TSC** means the Taxi Services Commission.

**VCAT** means the Victorian Civil and Administrative Tribunal.

**VSBC** means the Victorian Small Business Commission.

## 2 OVERVIEW

In accordance with section 162L of the Act, the TSC has specified a number of mandatory conditions that are implied in all Driver Agreements. Those conditions were published in the Government Gazette on 19 June 2014.

The implied conditions are intended to improve all Drivers' working conditions and automatically apply to any agreement where a Driver takes possession of an Operator's taxi-cab, even if there is no written agreement.

Condition 4 of the implied conditions states that if a Dispute arises between a Driver and an Operator, they must meet within seven days or a longer period agreed between them, to try and resolve the matter. If the Driver and Operator are unable to resolve the Dispute, the Driver and/or Operator may refer the Dispute to the TSC.

These Guidelines set out the process that the TSC will follow when a Dispute is referred to it.

### 3 POLICY STATEMENT

The TSC is committed to facilitating the effective and efficient resolution of Disputes relating to Driver Agreements and will:

- provide an accessible, well publicised, transparent, consistent and easy-to-use system for lodging Disputes;
- adhere to the PDP Act when dealing with personal information;

### 4 PRIVACY

The TSC is committed to protecting personal and sensitive information in line with the principles set out in the PDP Act and the Health Records Act 2001 (Vic). Personal information collected during the assessment of a Dispute will be used for the purposes of resolving the Dispute and may also be used for other purposes under the Act such as for the TSC's lawful regulatory purposes, including the prevention, detection, investigation, prosecution or punishment of criminal offences or misconduct.

The TSC has a Privacy Policy which is available on the TSC web site at <http://www.taxi.vic.gov.au/about-us/privacy-policies>. Alternatively, you may ask the TSC for a copy of the Privacy Policy at any time or request that a copy of the Privacy Policy be sent to you.

### 5 ACCESSIBILITY

The TSC will consider the need for interpreter services, particularly if complex issues are involved and English is the Driver or Operator's second language.

The TSC will also provide assistance to people who have special needs or require the aid of the 'national relay service'.

The TSC will assess each case impartially and ensure that assistance is provided where required.

### 6 REFERRAL OF DISPUTES TO THE TSC

The TSC dispute resolution process will be followed in a timely, accurate and non-discriminating manner.

#### 6.1 How to lodge a Dispute with the TSC

Disputes can be lodged:

- online – via the Complaints and Feedback link at the TSC website [www.taxi.vic.gov.au](http://www.taxi.vic.gov.au).
- by telephone or facsimile - Telephone: 1800 638 802 or Facsimile: (03) 8683 0772.
- by mail – Drivers and/or Operators can download a PDF or Word accessible version of the Dispute Resolution form from the TSC website or request to have a copy posted to them.

Completed forms should be sent to:

Dispute Resolution Team  
Taxi Services Commission  
GPO Box 1716  
Melbourne VIC 3001

Should a Driver and/or Operator require further assistance, they may make an appointment to visit the TSC Customer Service Centre or attend the TSC security desk to lodge a Dispute.

## 6.2 Information needed to lodge a Dispute

It is important that Drivers and Operators provide the TSC with as much information as possible to assist in the timely assessment and resolution of their Dispute. This includes:

- a description of the implied condition that was breached and the circumstances amounting to the breach;
- information that may be required to help identify the breach, including (as relevant):
  - documentation (including receipts);
  - taxi registration number;
  - the Operator's name and phone number;
  - the Driver's contact details and Driver accreditation number; and
  - a copy of the Driver Agreement.

## 6.3 What happens after a Dispute is lodged?

STEP 1: After a Dispute is lodged with the TSC, the TSC will, within five (5) business days:

- send an acknowledgement letter to the person lodging the Dispute; and
- notify the other person of receipt of the Dispute;

STEP 2: If the Driver and Operator have not yet met with each other to try to resolve the Dispute, they will be advised to do so and to notify the TSC of the outcome of this meeting by a specified date.

STEP 3: The TSC will assess the nature of the Dispute to identify if a breach of the implied conditions has occurred. If further information is required, the TSC will contact the Driver and/or Operator and request that the required information be provided within 14 days.

STEP 4: Having considered all available information, the TSC will provide the Driver and Operator with preliminary assistance in resolving the Dispute, including making them aware of their rights and responsibilities and encouraging full and open communication between them.

STEP 5: If the Dispute is still not resolved, the TSC may issue a certificate allowing the Driver and/or Operator to refer the matter to the VSBC or VCAT (as applicable).

STEP 6: The TSC will consider whether any further action is required. For example, if the Driver and/or Operator has breached an implied condition, they may be issued with an Improvement Notice to remedy the identified breach and an Infringement Notice, if the breach is not remedied in the specified timeframe. If a Driver or Operator is suspected of failing to comply with a provision of the Act or related regulations, they may also be subject to further investigation or prosecution for criminal offences or misconduct.