

Dispute resolution

Implied Conditions

Effective 1 July 2014, a set of conditions under section 162L (1) of the *Transport (Compliance and Miscellaneous) Act 1983 (Act)* will be implied into every driver agreement. The Taxi Services Commission will investigate disputes in relation to the driver agreement conditions. In the first instance, the parties involved i.e. the driver and the operator, should meet within seven days of a notice of dispute, being issued by either party to attempt to resolve the dispute. If the parties are unable to resolve the dispute, the Taxi Services Commission may investigate matters through the Dispute Resolution Process.

Your details

*Title:	<input type="text"/>	*First name	<input type="text"/>
*Surname:	<input type="text"/>		
*Address:	<input type="text"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
*Telephone no:	<input type="text"/>		
*Email:	<input type="text"/>		
*Driver accreditation number:	<input type="text"/>	*Vehicle registration:	<input type="text"/>

Other party details

First name:	<input type="text"/>
Last name:	<input type="text"/>
Telephone no:	<input type="text"/>
Company name:	<input type="text"/>

Q.1 Are you prepared to attend court if required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Q.2 If required, are you prepared to sign a formal statement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Q.3 What is the registration of the taxi affected?	<input type="text"/>	
Q.4 Have you attempted to resolve your dispute with the other affected party?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Q.5 Do you give consent for the other party to be informed that you have made a complaint?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If applicable, indicate which Implied Condition(s) your dispute relates to:

<input type="checkbox"/> Earnings	<input type="checkbox"/> Maintenance and Costs	<input type="checkbox"/> Insurance	<input type="checkbox"/> Leave Entitlements
<input type="checkbox"/> Termination	<input type="checkbox"/> Bond	<input type="checkbox"/> Other	

Go to relevant Implied Condition.

Dispute resolution

Earnings

The driver must keep, or be paid, at least 55% of the fare box.

Note: party earnings are calculated based on 'gross fares', meaning: the total amount of all fares accrued on the meter, including any applicable booking fee, high occupancy fee, late night surcharge and public holiday surcharge.

It does not include: CityLink or Eastlink tolls, non-cash payment surcharge and fees charged by Melbourne Airport.

Q.1 Has the operator provided correct payment?

Yes

No

Q.2 Have you kept records of payments?

Yes

No

Q.3 What is your dispute in relation to?

Maintenance and Costs

The operator must pay all operating and maintenance costs of the taxi including but not limited to:

- Fuels
- Oil & Lubricants
- Repairs
- Taxi livery and equipment
- Tyres or other replacement parts

Upon the presentation by the driver of tax invoices/receipts for the purchase of items above, an operator must provide a reimbursement within 7 days of receiving the invoice/receipt.

Q.1 Does the operator owe you reimbursement of funds for one of the above listed?

Yes

No

Q.2 What does the operator owe you reimbursement for:

Fuel Yes No

Oil & Lubricants Yes No

Repairs Yes No

Taxi Livery and equipment Yes No

Tyres or other replacement parts Yes No

Q.3 Do you have receipts for the listed items?

Yes

No

Dispute resolution

Insurance

The operator must maintain one or more policies of providing cover of at least \$5,000,000 for each taxi driven by the driver in respect of property damage caused by or arising out of the use of the taxi. All policies must be issued by a corporation authorised under the *Insurance Act 1973* (Cth).

The operator is responsible for paying any applicable excess on the policy involving the operator's vehicle.

Q.1 Does the operator hold insurance for the taxi?

Yes

No

If Yes, enter the name of the Insurer:

Q.2 Has the operator provided you with a certificate of currency for the insurance policy?

Yes

No

If Yes, attach a copy when submitting this form.

Q.3 Have you been involved in a motor vehicle incident?

Yes

No

Q.4 If Yes, who paid the excess?

Driver

Operator

Q.5 Did you report the incident to the operator?

Yes

No

Provide details about the incident:

Dispute resolution

Leave Entitlements

Where a driver has worked regularly for the operator for 12 months or more, the driver must be allowed to take a period of up to four weeks unpaid leave on a pro rata basis.

Unpaid leave must be taken on dates agreed between the driver and the operator.

Q.1 Have you worked for the operator you are making a report about, on a regular basis, for the last 12 months (on average, three or more shifts a week)?

Yes

No

Q.2 Have you requested unpaid leave provisions for up to four weeks or less?

Yes

No

Q.3 What is your leave dispute in relation to?

Dispute resolution

Termination

Either party may end the driver agreement for any reason by giving two weeks written notice of their intention to end the driver agreement to the other party.

Either party may terminate the driver agreement at any time, by written notice, if the other party has breached a term of this Agreement.

If either party ends this Agreement, then the driver must return the taxi to the place nominated by the operator.

Q.1 Did either party (operator or driver) terminate the Agreement?

Yes

No

Q.2 Who ended the agreement?

Driver

Operator

Q.3 Was the agreement terminated in writing?

Yes

No

Q.4 Was the taxi returned to the place nominated by the operator?

Yes

No

Provide details about the incident:

Dispute resolution

Bond

The operator may require the driver to pay a bond not exceeding \$1,000.00.

- The bond can be collected in incremental amounts
- A receipt must be given to the driver by the operator
- The bond must be placed in a designated bank account
- Upon providing reasonable evidence of loss, the operator may deduct from the bond if:
 - 1) The driver fails to pay the operators share of the gross fare;
 - 2) The taxi, or any item of the equipment is damaged due the drivers conduct.
- The operator must notify the driver in writing before taking money from the bond

Q.1 Is your dispute in relation to a bond that was paid to the operator?

Yes No

Q.2 What was the total money paid for the bond?

\$

Q.3 Were you given a receipt for the monies paid towards the bond?

Yes No

Q.4 If any, state the total amount deducted from the bond?

\$

Provide details about the incident:

Dispute resolution

Other

If your dispute relates to any aspect of a driver agreement not previously mentioned, please provide details here. Please ensure you clearly identify what your dispute is in relation to and what outcome you are seeking.

I declare that the information I have provided is true and correct. I consent to the TSC using the information provided on this form and, if necessary, disclosing that information to the other party for the purpose of resolving this dispute or otherwise in accordance with the TSC Privacy Policy.

Signature:

Date:

Taxi Services Commission Privacy Policy

1. Introduction

This policy sets out the manner in which the Taxi Services Commission (TSC) will collect, use, hold, disclose and dispose of personal and health information. This policy may be varied from time to time.

2. Definitions of personal, sensitive and health information

The TSC will collect, hold and disclose personal and health information in accordance with the Information Privacy Principles (IPPs) set out in the *Information Privacy Act 2000* (Vic) (Privacy Act) and the Health Privacy Principles (HPPs) set out in the *Health Records Act 2001* (Vic) (HRA).

2.1 Definition of personal information

Under the Privacy Act, 'Personal Information' means any information or opinion (including information or an opinion forming part of a database), that is recorded in any form about an individual whose identity is apparent or can easily be ascertained from the information or opinion, but does not include information to which the HRA applies.

2.2 Definition of sensitive information

Under the Privacy Act, there is a subset of personal information called 'Sensitive Information' which includes information about your race, ethnicity, political opinions or memberships, religious beliefs or affiliations, philosophical beliefs, memberships of professional/trade unions or associations, sexual preferences or practices or criminal record.

The Privacy Act applies stricter provisions on how sensitive information is used. Where the TSC collects Sensitive Information about you, it will ensure that it complies with these provisions.

For the purposes of this policy, a reference to Personal Information will include Sensitive Information.

2.3 Definition of health information

Under the HRA, 'Health Information' means information or an opinion about an individual's physical, mental or psychological health, a disability, an individual's expressed wishes about the future provision of health services or a health service provided which can be linked to a living or deceased individual.

3. Collection of Personal and Health Information

The TSC only collects Personal Information or Health Information from an individual that is necessary for its functions or activities, the activities of managing or administering that function or activity, or as required by law in regard to its statutory obligations.

The TSC will take reasonable steps to collect information directly from the individual. The TSC may collect information via written or electronic correspondence including telephone, email, fax and/or social media such as Facebook and Twitter. Information may also be collected in person.

The TSC may collect Personal or Health Information from you when you:

- apply for accreditation as a driver or operator;
- apply for a job with the TSC;
- request to be placed on the TSC's mailing list;
- make an inquiry or give comment about the TSC's functions and services; or
- lodge a request for access to documents under the *Freedom of Information Act 1982* (Vic) (FOI Act).

The types of Personal Information the TSC may request from you include your name, date of birth, contact details, qualifications and employment history and the types of Health Information that the TSC may collect from you, include information relating to your physical or mental health or any disability you may have.

3.1 Types of specific Personal Information the TSC may collect

3.1.1 Supplying taxi, commercial passenger vehicle, private bus or driving instructor services

If you are involved in the supply of taxi, commercial passenger vehicle, private bus or driving instructor services, we may collect or use your Personal or Health information where required.

3.1.2 Security cameras in taxis

If you have been a passenger in, or drive a taxi, you may have been photographed by a security camera installed in the taxi. If you were, those photographs may contain your Personal Information. We may collect or use that information, or disclose it to a law enforcement agency if necessary to determine, or help a law enforcement agency determine:

- whether a crime has been committed by or against you; and/or
- your identity, if a law enforcement agency suspects that a crime has been committed by or against you.

3.1.3 Multi Purpose Taxi Program members

If you apply to become a member of the Multi Purpose Taxi Program, we may collect or use your Personal or Health information, or disclose it to another governmental agency, medical practitioner or independent health panel where this is required to assess your eligibility under the membership program or application process.

3.2 Collection statement/notice

Where the TSC collects Personal Information from you, it will take reasonable steps to ensure that you are given a collection statement that sets out the purpose for collecting that information, how that information will be used and the consequences, if any, for not providing the information. Wherever it is lawful and practical, the TSC will provide you with the option of not identifying yourself.

4. Use and disclosure of Personal or Health information

The TSC will only use or disclose Personal Information or Health Information as set out in this Privacy Policy or for the purpose which was either specified or reasonably apparent at the time of collection unless you have consented to, or would reasonably expect, another related use.

4.1 Disclosure required by law

In some circumstances, the TSC may be required by law to provide Personal Information or Health Information to another organisation. Examples include warrants, court orders or demands to provide documents permitted under legislation. Examples of organisations with these powers include ASIO, ASIS and Centrelink.

Under Division 6A of Part VI of the *Transport (Compliance and Miscellaneous) Act 1983*, the TSC is required to keep a register of taxi industry participants (Register) and to make the Register publicly available, including on its website. The Register must include the name of each person who holds:

- accreditation as a taxi-cab operator;
 - accreditation as a provider of taxi-cab network services;
 - accreditation to drive a commercial passenger vehicle;
 - a hire car licence; or
 - a special purpose vehicle licence,
- and any other information prescribed by regulations.

The TSC may also include on the Register for each person whose name is on the Register:

- business contact details including a telephone number, facsimile number, postal address, email address and internet address;
- details of any taxi-cab network service provided by the person; and
- the number of taxi-cabs operated by the person.

Information about a person whose name is on the Register will only be included with the person's consent or after the person has been given 28 days' notice of the information that will be published (this notice is given on all TSC application forms). A person may apply to the TSC to restrict public access to information that is included on the Register. The TSC will only approve such an application if satisfied that there are exceptional circumstances that justify the restriction.

4.2 Disclosure authorised by law

In some matters, the TSC is authorised to disclose Personal or Health Information to related transport and government agencies. Examples include taxi depots/associations, bus depots/associations, driving instructor associations, Melbourne Airport and relevant state and federal government agencies including Victoria Police and VicRoads.

We may do so if necessary to investigate or report on:

- whether you are, were or will be suitable to be involved in the supply of taxi, commercial passenger vehicle, private bus or driving instructor services; or
- whether you have broken the law in the course of your involvement in the supply of taxi, commercial passenger vehicle, private bus or driving instructor services.

Information may be shared with related government agencies via phone, email, post, fax or a shared database. Information shared may include names, drivers licence numbers, credit card details and police records.

4.3 Disclosure to third party contractors

From time to time the TSC may contract out some of its functions and services, for example IT and market research. In these situations your Personal or Health Information may be shared with third parties. Where the TSC engages third party providers, it will ensure that these parties have suitable data protection programs and privacy policies in place.

4.4 Disclosure outside Victoria

The TSC will only transfer your Personal or Health Information to another individual or organisation outside Victoria in limited circumstances, including when the recipient is subject to a law which upholds similar principles to the IPPs or HPPs, or you consent to the transfer. Specific disclosures will be made with consent or otherwise in accordance with the use and disclosure standards of the Privacy Act and the HRA.

5. Data security and destruction

Irrespective of whether your Personal or Health Information is stored electronically or in hard copy form, the TSC will take reasonable steps to protect it from misuse and loss, and from unauthorised access, modification or disclosure.

The TSC will also take reasonable steps to destroy or permanently de-identify your Personal or Health Information if it is no longer needed for any purpose, unless, in the case of Personal Information, it is subject to the *Public Records Act 1973*, in which case it will be disposed of in accordance with that Act.

6. Data quality, access and correction

The TSC will take reasonable steps to ensure that any Personal and Health Information it holds is accurate, complete and up to date. You are entitled to contact the TSC Privacy Officer (contact details are set out below) and request access to and correction of any of your Personal or Health Information held by the TSC.

Under Section 169ZC of the *Transport (Compliance and Miscellaneous) Act 1983*, the TSC may, if it decides that it is necessary to do so, correct any error or omission in the Register or the public version of the Register (refer to section 4.1).

6.1 Freedom of Information requests

Access to some information that the TSC holds may require a formal request under section 17 of the *Freedom of Information Act 1982* (Vic). Your FOI application and any queries should be made to:

TSC Freedom of Information Officer

Taxi Services Commission, Level 23, 80 Collins Street, Melbourne VIC 3000

Telephone: 1800 638 802 Facsimile: 03 8683 0777 Email: FOI@taxi.vic.gov.au

7. Unique identifiers

A unique identifier is a code consisting of letters or numbers (not the individual's name) that is assigned to an individual to distinguish them from other individuals, for example a driver's licence number or tax file number.

The TSC will not:

- assign, use or disclose unique identifiers to individuals unless it is necessary to do so to carry out one of its organisational functions efficiently;
- adopt, use or disclose a unique identifier assigned to you by another organisation except in limited circumstances; or
- require you to provide a unique identifier in order to obtain a service, unless it is required or authorised by law or connected to the purpose for which the unique identifier was assigned.

The TSC generally assigns a unique identifier if you are, have been or seek to become:

- involved in the supply of taxi services; or
- a member of the Multi Purpose Taxi Program.

8. Privacy complaints

If you believe that your Personal or Health Information has been used by TSC in a manner contrary to the Privacy Act or HRA, you may contact the TSC Privacy Officer (on the details below) or lodge a complaint.

Information for submitting complaints in respect of your Health Information is available at: **Health Services Commissioner's website: www.health.vic.gov.au/hsc**

9. Further information and contact details

Further information about the TSC's Privacy Policy is available at the TSC website, or can be requested by contacting the TSC Privacy Officer. All requests and communications may be made to the TSC Privacy Officer at:

The TSC Privacy Officer

Legal Services, Taxi Services Commission, GPO Box 1716, Melbourne VIC 3001

Telephone: 1800 638 802 (toll-free)

Email: privacy@taxi.vic.gov.au