

COMMUNITY TRANSPORT

AND

TAXI PROVIDER

BEST PRACTICE STANDARD

‘SERVICE AGREEMENT’

July 2008



The basis of the Best Practice Service Agreement was originally developed between South West Community Transport and Premier Cabs. This Agreement took several years in the making during which research was undertaken to ensure the Service Agreement did not knowingly breach the legalities of the NSW Taxi Industry legislation / regulations.

In 2008 the Community Transport Organisation and the NSW Taxi Council joined forces with South West Community Transport and Premier Cabs to finalise the document.

This Service Agreement between Taxi Providers and Community Transport groups has been endorsed by the Community Transport Organisation and the NSW Taxi Council as an example of a Best Practice Service Agreement which could be utilized by both industries in the development of future partnerships.

Thank you to all involved in the making of this document. In particular

Lyn Bright – South West Community Transport
Rhonda Chesterton – Premier Cabs
Daryl Briggs – Premier Cabs
Peter McLeod – Community Transport Organisation
Howard Harrison – NSW Taxi Council
Peter Ramshaw – NSW Taxi Council



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Project Title

PROVISION OF TAXI TRANSPORT FOR FRAIL AND RISK AGED AND OTHER PERSONS WITH DISABILITIES (INCLUDING WHEELCHAIR ACCESSIBLE TAXIS (WATS) FOR CLIENTS USING WHEELCHAIRS).

Service Agreement Description

PROVISION OF TAXI TRANSPORT FOR FRAIL AND RISK AGED AND OTHER PERSONS WITH DISABILITIES (INCLUDING WHEELCHAIR ACCESSIBLE TAXIS (WATS) FOR CLIENTS USING WHEELCHAIRS).

The Principal

(INSERT NAME OF COMMUNITY TRANSPORT ORGANISATION and ABN)

The Contractor

(Insert Name of Taxi Network and ABN)

Contact Persons

The relevant contact persons in relation to this Service Agreement are as follows:

For the “Principal”

Name:

Telephone

Facsimile

E-Mail

For the “The Contractor”

Name:

Telephone

Facsimile

E-Mail

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1 PART A – THE PRINCIPAL’S REQUEST

1.1 SERVICE AGREEMENT REQUIREMENTS IN BRIEF

The Principal, funded under the Home and Community Care (HACC) program invites submissions from providers of taxi services to provide quality transport to HACC eligible clients.

The initial service agreement period is for 12 months from date of signing by both parties.

A full statement of the services required under the proposed contract appears in the Specification – Part B.

1.1.1 CONFLICT OF INTEREST

The Contractor must warrant that to the best of its knowledge at the date of submitting its response/signing of this Service Agreement no conflict of interest exists or is likely to arise in relation to this Service Agreement, by its employees or any sub-contractors.

If during the course of the Service Agreement period a conflict or risk of conflict of interest arises The Contractor undertakes to notify The Principal immediately in writing of that conflict or risk of conflict.

The Contractor shall use its best endeavours to ensure that any employee, agent or sub-contractor of The Contractor shall not, during the course of the Service Agreement, engage in any activity or obtain any interest likely to conflict with or restrict The Contractor in providing the Goods/Services under this service agreement and shall immediately disclose to The Principal such activity or interest.

In this clause, a conflict of interest shall include but not be limited to:

- an employee of The Contractor paying or offering to pay or provide to an employee or agent or consultant of a benefit or an employee, agent or consultant of The Principal receiving a benefit directly or indirectly from The Contractor which is intended to or which has or may have the effect of directly or indirectly influencing the implementation of this Service Agreement
- an employee of The Contractor being related to or having a close association with or influence over an employee of The Principal which may have the effect of influencing the implementation of this Service Agreement.

2 PART B – SPECIFICATION

2.1 BACKGROUND

2.1.1 HOME AND COMMUNITY CARE

The Home and Community Care (HACC) Program is a cost-shared program between the Commonwealth and State/Territory governments. It provides funding for services that support people who live at home and whose capacity for independent living is at risk of premature or inappropriate admission to long-term residential care.

The HACC Program is a key provider of community care services to frail and risk aged people and younger people with disabilities, and their carers. For further information on HACC see <http://www.dadhc.nsw.gov.au/DADHC>

2.1.2 THE PRINCIPAL

(Insert brief background on the CTO organisation, how it is funded and what it does.)

For further information on The Principal see (Insert web page address if available)

2.2 SCOPE OF WORK

2.2.1 SERVICE AGREEMENT

This Service Agreement requires the transport by Taxi (vehicle or mini bus, WATs) or other vehicles with contracted driver for HACC clients

The Principal will continue to provide transport services using owned, brokered vehicles, taxis and/or vehicles with contracted driver services for frail and at risk aged and other people with disabilities. The Principal will also continue to trial other modes of transport provision where appropriate and funding sources request other transport initiatives are explored.

Frail and at risk aged and other people with disabilities, including people who use wheelchairs who are part of this Program, are referred to as '**HACC clients**'

The Principal shall batch all detailed passenger requests for transport into vehicle jobs and forward trip information to The Contractor via email or fax.

Requests are usually sent the previous day and return or outbound trips maybe forwarded no later than 15 minutes before a requested pickup.

2.2.2 AREA OF PROJECTS

The Project area covers *(Insert area of coverage eg LGA areas etc)*

2.3 SPECIAL CONDITIONS OF SERVICE AGREEMENT

2.3.1 GLOSSARY OF TERMS

In the Service Agreement document the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- **‘Contractor Personnel’** means all persons employed or subcontracted (including Bailee taxi drivers) by The Contractor on duties related to the Service Agreement.
- **‘The ‘Principal’** means *(Insert name of CTO)*
- **‘The Principal HACC Client’** means passenger or person travelling in the vehicle other than the driver
- **‘Employee’** to read “Bailee” where applicable
- **‘Taxi Network’** means an authorised taxi network as defined by the NSW Passenger Transport Act 1990
- **‘Transport Job’** or **‘Job’** means a job or trip ordered by The Principal with a specific authorised job number
- **‘WAT’** means Wheelchair Accessible Taxis
- **‘HACC Client’** means an eligible person assessed and approved to use this transport service via HACC Transport.

2.3.2 SELECTION PROCESS FOR REFERRAL OF WORK

The percentage of work allocated to The Contractor remains at the absolute discretion of The Principal, and will be decided on the basis of value for money including quality, with reliability, vehicle type and mode of transport required including availability taken into consideration.

2.3.3 NUMBER OF CONTRACTORS

The Principal reserves to right to appoint as many contractors including owner operator drivers as necessary to this service to ensure that the requirements of HACC clients are met.

2.3.4 ADDITIONAL CONTRACTORS AND THE PRINCIPAL

The Contractor should note that this Service Agreement shall not be exclusive. The Principal reserves the right to advertise and initiate additional transport contracts during the period of this Service Agreement.

The decision to do so remains at the absolute discretion of The Principal.

The Principal also reserves the right at any time during this Service Agreement to operate its own transport fleet of vehicles either The Principal staff and or volunteers to transport HACC eligible clients for any purpose.

2.3.5 DRIVER REQUIREMENTS

Clients find it helpful where drivers are wearing the transport company accredited uniform and this ensures HACC clients / passengers can identify with confidence the company they are being transported with.

The Principal expects all passengers will receive a safe and stress free transportation provided in a courteous, effective and timely manner and that HACC clients will be treated respectfully and with dignity at all times.

Drivers will be required to provide client requested assistance to HACC clients. Where required the driver shall:

- escort the passenger to and from the door or handover to a named responsible person at the destination as instructed
- assist a HACC client with ingress or egress from a vehicle.
- assist with wheelchair or walking frames or other mobility equipment,
- open gates and/or doors
- assist with seatbelts or other
- as specified on the job request addressing special client needs.

Drivers are not expected to physically lift or carry HACC clients up stairs or into homes but must assist on ingress and egress of the vehicle, home and or destination where required.

Where a driver fails to provide appropriate assistance to any HACC client, and is proved to be unsatisfactory to The Principal (such as failing to hand over a dementia client to a responsible person as requested on the job under special instructions or provide assistance as requested on special instructions), it is requested that the driver be denied any further work under this contract.

If at the time of hiring a driver has doubt, for whatever reason, that the hiring cannot be completed in an appropriate manner, the driver must contact the taxi network immediately for further instruction. Any instance of this kind should be advised to The Principal for information and/or any further action.

2.3.6 DAMAGES

- Failure by to provide HACC client requested assistance,
- Failure to pickup on time without advising The Principal:

- Failure to notify The Principal, within defined Timeframe, of inability to complete a job

Failures of this nature could lead to termination of this Service Agreement;

The Contractor should make drivers and staff aware of these damages

It shall be at the absolute discretion of The Principal to action these damages.

The Principal reserves the right to reduce allocated work to a contractor due to poor performance.

2.3.7 RESPONSIBILITY PERIODS

The taxi driver's responsibility periods are defined as the period of time a HACC client is in their care where a duty of care applies. The duty of care is defined under the taxi driver's responsibilities under the Passenger Transport Act and the relevant regulations and standards, or any additional special needs instructions advised in advance by The Principal which are not deemed to be unreasonable or unsafe by the taxi network or contrary to the provisions of the Passenger Transport Act 1990.

2.3.8 VEHICLE REQUIREMENTS

All passenger vehicles used to transport The Principal clients must comply with all NSW State licensing laws, acts and regulations as required by the Ministry of Transport and or the Roads and Traffic Authority. These specifications can be obtained from the relevant Departments..

2.3.9 SERVICE LINE

The Contractor will be required to allocate a telephone and fax line for job transmissions. Other methods of communicating bookings may be mutually agreed.

2.3.10 MULTIPLE HACC CLIENT TRANSPORTATION

It is envisaged economies of scale can be achieved by multiple passenger loadings for HACC clients who require transport to appointments and other community services and locations.

Drivers will be required to pick up HACC clients heading to various destinations from different locations.

2.3.11 CUSTOMER SATISFACTION SURVEYING

The Principal may from time to time negotiate with The Contractor, requesting support from The Contractor in conducting quality assurance surveys of at least 5% of HACC clients transported under this Service Agreement. The surveys shall relate to customer satisfaction and the results shall be shared between The Principal and The Contractor within one week of completion of

the survey. The aim of such surveys shall be to plan future services and partnerships and to identify strategies for service improvements.

Release of survey information will be by mutual agreement between The Principal and The Contractor

2.3.12 COMPLAINTS

The Contractor must undertake responses to complaints created by their transport service.

The Ministry of Transport Customer Feedback Management System (CFMS) may be used. Acknowledgement of the complaint is to be forwarded to The Principal within 5 working days of the complaint being lodged. A final response, including any letters of apology, relating to the complaint must be forwarded to The Principal within 20 working days of the complaint being lodged.

The Contractor will be required to nominate a representative to be responsible for overseeing any complaint investigation and enquiries from The Principal.

2.3.13 ACCIDENTS AND INCIDENTS

The Contractor shall report any transport accident/incident involving a HACC client immediately to The Principal. As per the Accreditation Standards and Passenger Transport Act The Principal may be required to report any such accidents to the Ministry of Transport

Should there be a concern about a HACC client then it is expected the driver will report it to The Principal via The Contractor on the day of service.

Should another car be required to complete the intended journey, then The Contractor shall supply that vehicle at no additional cost to The Principal.

Should The Contractor be unable to furnish another vehicle within a 10-minute time frame of the failure, then that contractor shall advise The Principal immediately and The Principal will decide the course of action to be taken from that point on.

2.3.14 JOB VARIATIONS

Prior authorisation from The Principal shall be required for any job variations of any kind. If authorisation is not obtained, then the job will only be paid at the agreed rate.

2.3.15 NOTIFICATICATIONS

Where a job is allocated to and providing The Contractor has had the job in their possession for a minimum period of 1 hour and they cannot make the pickup within 15 minutes of the designated pickup time then that company must advise The Principal immediately

Contractors must advise The Principal as soon as practicable of any job they are having difficulty covering.

The Principal does not accept notification from The Contractor on or after the pickup time as acceptable.

The Principal shall become responsible for the client pickup from the notification time.

2.3.16 WAITING TIME

Where HACC clients are not ready for pick up at the designated time then the first 3 minutes of waiting time shall not be chargeable to The Principal.

Where transport has to wait longer than 3 minutes or where two or more HACC clients on the same job cause undue waiting time then the Contractor will notify The Principal immediately that a waiting time charges will be applied to the job. The Principal may choose to cancel the hiring and will pay time and trouble charges..

2.3.17 CANCELLED JOBS

The Principal will only accept time and trouble charges (NOTE: a fixed rate is required) where a HACC client does not travel after being booked by The Principal and a vehicle attends and the job ceases at that time.

Where more than one HACC client is booked on a job this charge shall not apply as the car will continue on the booked job and be paid accordingly unless the second pick up is more than 8 kilometres from the person not travelling. In this situation it shall become the responsibility of The Contractor to contact The Principal for further instructions.

Failure to do so will automatically void the job and no payment will be authorised or made to The Contractor by The Principal. This may result in the job being cancelled and re issued, particularly if the job becomes uneconomical to proceed with as originally ordered.

2.3.18 DUTY OF CARE

The Contractor shall at all times be responsible for the training safety and protection of drivers relating to lifting, assisting passengers and the handling of any passenger body fluids of any kind.

It is expected that drivers would use precautionary equipment such as gloves as a minimum requirement in the event of any bodily fluid cleanup necessary.

It must be clearly understood that The Principal would generally be unaware of client's medical conditions relating to contagious or infectious conditions, as would clients in some instances. However, The Principal will undertake to ensure where possible that all client's are fit to be transported and that any conditions that may be hazardous to contractor personnel are disclosed.

The Principal will not accept liability for drivers contracting any condition from HACC clients or for a driver completing any other passenger assistance other than stipulated on the run sheet

It is mandatory that drivers and or The Contractor have the insurance cover to protect themselves for any situation arising whilst providing services for The Principal.

It is also a condition of this Service Agreement under duty of care provisions, that HACC eligible clients will not be loaded into a WAT by standing on the hoist platform. The only way any person may be hoist loaded into a vehicle is where they are first seated into a wheelchair and then loaded. The only exception to this condition shall be when a vehicle has been designed specifically for the loading of HACC eligible clients via standing on the hoist, where the driver rides the hoist with the client and where HACC Transport has provided approval for same to The Contractor.

2.3.19 COMPLIANCE WITH LEGISLATION

Taxis, other vehicles with contracted driver, including mini bus and WAT contractors must act within the general meaning and intention of this Service Agreement at all times and be legally covered to be able to perform work for The Principal under all New South Wales State Transport Legislations and Acts.

All drivers of taxis must hold the appropriate NSW driver's licence and taxi driver's authority for the type of taxi vehicle being driven.

Vehicle inspections and duty of care issues shall be adhered to at all times by taxi drivers, taxi operators and contractors. All State legal requirements for vehicle inspections shall be completed as required by the NSW State licensing authority at no cost to The Principal. Failure to do so will automatically make this Service Agreement void.

2.3.20 CONTRACTOR BEHAVIOUR

The Principal does not accept any responsibility for the actions or behaviour of The Contractor, their employees or subcontractors working under this Service Agreement.

The Principal does not accept any liability for any damage caused by accident or otherwise by The Contractor, their employees or subcontractors working under this Service Agreement.

2.3.21 PERIOD OF SERVICE AGREEMENT AND TERMINATION

The Service Agreement shall be in force for an initial period of 12 months from date of both parties signing the document or another period as may be agreed by both parties from time to time.

The Service Agreement has a 2 x 1 year extension option that can be exercised. These options will only be exercised, at the absolute discretion of the principal in the event that

- a) Funding for the Service Agreement is available and remains under existing arrangements; and
- b) The Principal approves for the Service Agreement to be extended
- c) Approval will be reliant on the adherence to the conditions of the Service Agreement during the previous period

Either party may terminate the Service agreement, in writing to the other party, if the other party fails to fulfil its obligations under the agreement, and such failure is not remedied within (*insert number*) working days of the receipt of the notice of breach or if such failure is remedied but repeated at any time after the receipt of such notice.

2.3.22 PERFORMANCE OF SERVICES

The Contractor shall perform and carry out the services at all times in a conscientious, expeditious and professional fashion. Where The Contractor or its contractor personnel is required to provide or use equipment, such equipment shall be suitable for the Services and shall be maintained by The Contractor or its contractor personnel in good and proper working conditions.

The Contractor warrants that its employees and agents are competent and have all necessary skill, training and qualifications to carry out the services in accordance with these conditions.

2.3.23 CLIENT CONFIDENTIALITY

The nature of this service is such that The Contractor and all the personnel working on projects encompassed under this Service Agreement shall be required to treat all aspects of projects, including oral as well as written material made available during the project as confidential. A breach of confidentiality shall be considered a breach of the Service Agreement and shall be grounds for termination of the Service Agreement.

2.3.24 PUBLIC DISCLOSURE

The Contractor shall not use this Service Agreement or the Principal's name for promotional purposes, without the prior written consent of the Principal.

2.3.25 PRICING STRUCTURE

Pricing of trips shall be via the metered rate current at the time of the booking or at a contract price that may be agreed from time to time.

2.3.26 ADDITIONAL CHARGES

Any additional charges associated with Wheelchair bookings such as for the loading/unloading of wheel chair and wheeling HACC clients into or out of locations, should be stipulated. This rate is to be a fixed charge per HACC client if required on a per pick up basis.

The daily cleaning costs of a contractor's vehicle is the contractor's responsibility. However should a contractor's vehicle become soiled by a HACC client causing the vehicle to be removed from service, approval of an additional cleaning charge must be obtained from The Principal at the time. The charge is limited to the approved maximum fee on the current authorized fare structure.

2.3.27 PRICE VARIATIONS

Changes to the fare structure are to be notified, in writing, by the taxi network to The Principal a minimum of 10 working days prior to the commencement of the change, or as soon as possible if less than 10 working days notice is given by the Ministry of Transport to the taxi network.

No price variation is payable unless and until approved by the The Principal.

Special price variation consideration may be submitted to the The Principal in the event of unusual or other circumstances arising outside the general price increase structure previously stated. It shall be at the absolute discretion of The Principal to assess and either approve or reject any such price adjustment submitted by the taxi network

2.3.28 GOODS AND SERVICES TAX

- (a) For the purposes of this clause:
- i. "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
 - ii. "GST Act" means - Goods and Services Tax Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made there under and any other written law dealing with GST applying for the time being in the State of New South Wales
 - iii. "Supply", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.
- (b) Where the supply of the Services or any part thereof is a taxable supply under the GST Act:
- i. The Service Agreement Price shall be inclusive of all applicable GST at the rate in force for the time being.

- ii. The obligation of the Principal or the Customer to pay the Service Agreement Price or any instalment thereof, and the right of The Contractor to recover the Service Agreement Price or any instalment thereof, shall be subject to and conditional upon the prior issue by The Contractor and the prior receipt by the Principal or the Customer (as the case may be) of a tax invoice in respect of the Service Agreement Price, or the relevant instalment thereof, which complies in all respects with the GST Act.
 - iii. This provision applies notwithstanding any other provision of the Service Agreement or any legislation or rule of law to the contrary, but does not apply if The Contractor is not registered for GST, and is not required to be so registered, under the GST Act.
- (b) The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under the Service Agreement.

2.3.29 ORDERS AND PAYMENT

Contractors will be required to collect the first part of the transport fare, as stated on The Principal booking request from the HACC Client, which will be a set amount. The balance of the fare shall be billed to The Principal monthly by The Contractor.

Trip payments must be submitted within two (2) months of the service being provided. Trip payments submitted later than two (2) months of the service provision may not be recognised for payment.

Hard copy invoices sent for payment must include:

- The Principal authorised job number,
- Job date,
- Job time,
- name of HACC Client(s),
- cost of the job plus any additional costs associated with that job.
- Details must also be provided of monies collected from the HACC Client on each respective job.

Invoicing methods, including the use of third party invoicing services, and credit arrangements including any penalties for late payment are to be agreed by both parties before commencement of any agreement.

2.3.30 SECURITY

The Contractor shall, when attending the Principal's, or its HACC Client's, premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including the Principal's smoke free work place policy) and safety and security in effect for those premises or in regard to those facilities, as notified by the Principal.

At no time shall any contracted staff go back to a HACC Client relating to a transport journey already undertaken and ordered by The Principal without the written permission of the staff of The Principal.

Neither shall Taxi nor vehicle with driver contract staff approach HACC Clients known to them from The Principal unless that HACC Client requests their attendance or presence.

2.3.31 INTERNET SECURITY

When the services under this Service Agreement require a computer system, The Contractor is required to maintain the adequacy of the security of their online computer system.

Adequate security should address the following:

- (a) integrity of data – security measures designed to ensure that data transmitted or stored electronically is neither accidentally nor deliberately altered, defaced or lost;
- (b) confidentiality – the characteristic of data and information being disclosed only to authorised persons, entities and processes;
- (c) authentication – security measures designed to establish the validity of a transmission, message, or originator or a means of verifying an individual's eligibility to receive specific categories of information; and
- (d) availability of service – the characteristic of data, information and information systems being accessible and usable on a timely basis in the required manner.

Technology and management control mechanisms may include but not be limited to the following:

- (a) anti virus tools;
- (b) firewalls;
- (c) back-ups;
- (d) encryption/SSL;
- (e) password controls;

- (f) business continuity plans;
- (g) electronic ID's; and
- (h) change controls.

2.3.32 NEGATION OF EMPLOYMENT, PARTNERSHIP OR AGENCY

The Contractor shall not represent itself, and shall ensure that its employees do not represent themselves as being employees, partners or agents of the SWCT.

The Contractor shall not by virtue of this Service Agreement be or for any purpose be deemed to be an employee, partner or agent of the The Principal.

2.3.33 CONTRACTOR PERSONNEL

With the exception of taxi drivers, The Principal and The Contractor shall agree on the names and roles of the personnel who will perform all or some of the services under the Service Agreement.

The Contractor agrees that the identity of the taxi driver will be known by The Contractor and pursuant to privacy laws, will be available at the request of The Principal

The Contractor warrants that its employees, subcontractors and agents have the necessary skills, training and qualifications to provide the services requested by The Principal for HACC Clients in relation to assistance and vehicle operations required in this Service Agreement for the vehicle with driver services.

The Contractor warrants that its employees, subcontractors and agents will be skilled and trained in manual handling passenger assistance techniques.

Operators of WATs must be fully trained in client assistance and manual handling including all relevant safety procedures associated with the operation of a WAT' vehicle including Wheel Chair loading and anchorage devices.

The Contractor is also required to ensure drivers and administration staff are fully aware of the contents, obligations and including penalty's that do apply to this Service Agreement and contractor providing car with driver services to The Principal.

2.3.34 CONFLICT OF INTEREST

The Contractor warrants that, at the date of signing this Service Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Service Agreement. If, during the term of this Service Agreement, a conflict or risk of conflict of interest arises, The Contractor undertakes to notify the Principal immediately in writing of that conflict or risk.

The existence of, or failure to declare such conflict of interest will entitle The Principal to terminate the Service Agreement.

2.3.35 OFFERS OF EMPLOYMENT

If The Contractor is approached by an employee of The Principal involved in the establishment or management of the Service Agreement seeking employment during the Service Agreement period, The Contractor shall promptly declare to The Principal that a potential conflict of interest has arisen.

Should The Contractor consider it has bona fide reasons for dealing with an employee of The Principal involved in the establishment or management of the Service Agreement during the Service Agreement period it shall obtain written approval from The Principal before proceeding with any approach or negotiation.

2.3.36 INTELLECTUAL PROPERTY RIGHTS

The title, copyright and all other rights to the intellectual property in and to all documents, photographs, drawings, pictures, designs, films, slides, video tapes, audio tapes, objects, displays and other materials of whatsoever kind produced, created, designed, devised or made by, or on behalf of The Contractor for the specific purpose only of complying with the requirements of this Service Agreement shall forthwith rest with The Principal.

2.3.37 SUB-CONTRACTING

Work in respect of this Service Agreement shall not be sub-contracted, in whole or in part, without the prior written approval of The Principal.

Any approval to engage a sub-Contractor to provide any part of the services required under this Service Agreement shall not relieve The Contractor from any of the liabilities or obligations under this Service Agreement. The Contractor shall be responsible for the work of the sub-Contractor or any employee or agent of the sub-Contractor and guarantee that all goods or services provided by the sub-Contractor and furnished under the Contract shall be free from deficiencies in design, performance, materials and workmanship.

2.3.38 MINIMUM STANDARDS AND CONDITIONS OF EMPLOYMENT

With respect to all work done in New South Wales under the Service Agreement The Contractor shall:

- In so far as The Contractor employees are engaged in the provision of the services pursuant to the Service Agreement, the remuneration and terms of employment of each employee for the duration of the Service Agreement will be consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards

and agreements (including the Taxi Industry (Contract Drivers) Contract Determination 1984) and any code of practice that may apply to a particular industry; and

- If The Contractor enters into any contract with a third party in relation to the provision of the service by The Contractor pursuant to the Service Agreement (“Sub-contract”), The Contractor shall ensure that it is a term of the sub-contract that the remuneration and terms of employment of any employee employed by a third party for the performance of the sub-contract will, for the duration of the sub-contract, be consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements (including the Taxi Industry (Contract Drivers) Contract Determination 1984) and any code of practice that may apply to a particular industry.

Failure by The Contractor to comply with this requirement shall entitle The Principal by notice in writing to The Contractor to forthwith terminate the Service Agreement, but without prejudice to any other rights or remedies of The Principal.

2.3.39 INDEMNITY AND INSURANCE

The Contractor shall ensure that the Network and, where applicable its Contractor Personnel, arrange and maintain insurance policies to the satisfaction of The Principal to cover its liabilities to The Principal as follows:.

- a policy of Public Liability Insurance for a sum of not less than \$10,000,000.
- a policy of Workers Compensation insurance in accordance with the requirements of the Act where applicable.
- a policy of Comprehensive Motor Vehicle Insurance for vehicles to be used on Service Agreement.

It is the responsibility of The Contractor to ensure that all insurance policies remain valid for the duration of the initial Service Agreement term and any extension periods.

The Contractor shall produce evidence of compliance with the insurance requirements to the Principal within a reasonable time upon request.

2.3.40 SERVICE AGREEMENT MANAGEMENT

2.3.40.1 The Principal's Service Agreement Manager

The Executive Officer of The Principal will manage the Service Agreement:

Name: *Insert details,*

Telephone:

Facsimile:

Email: *Insert email address*

2.3.40.2 Contractor Representative

The Contractor shall nominate a senior staff member as The Contractor Representative. The role of The Contractor Representative will be to:

- (a) act as the initial point of contact in relation to any Service Agreement Management issues required by The Principal; and
- (b) attend meetings as required, in relation to any other issue affecting this Service Agreement and its operation.

2.3.40.3 Taxi Network Records

The Contractor shall be required to:

- (a) Maintain records of services provided under this Service Agreement; and
- (b) Make this information available to The Principal within a reasonable time upon request.

2.3.40.4 Performance Records

The Principal will maintain appropriate records monitoring Contractor performance. The Principal shall call upon The Contractor to explain any instances of unsatisfactory performance. Unsatisfactory performance includes, but is not limited to, late delivery against agreed timeframes or frequent rejection of orders. Unsatisfactory performance may lead to termination of the contract in addition to any other rights available to The Principal under the Conditions of Contract.

3 PART C – CONTRACTOR DECLARATION

3.1 CONTRACTOR DETAILS

CONTRACTOR: (identity of the legal entity that will enter into the contract with The Principal)

FULL LEGAL ENTITY [NAME]:.....

TRADING OR BUSINESS NAME

REGISTERED OFFICE:

[PHYSICAL/MAILING]

ABN NUMBER

REGISTERED FOR GST

BUSINESS TELEPHONE & FACSIMILE NUMBERS

.....

E-MAIL ADDRESS:.....

WEB PAGE ADDRESS:

CONTACT PERSON

NAME:

POSITION:.....

TELEPHONE:.....MOBILE PHONE:.....

FACSIMILE:.....

E-MAIL:.....

CORPORATE STATUS: Please Tick

- | | | | |
|-----------------------------------|---|--------------------------|--|
| SOLE TRADER | • | <input type="checkbox"/> | |
| PARTNERSHIP | • | <input type="checkbox"/> | Attach all partners' names & partnership agreement |
| COMPANY | | <input type="checkbox"/> | Provide ACN or other entity identifier |
| TRUST | • | <input type="checkbox"/> | Attach a copy of the trust deed. |
| JOINT VENTURE,
CONSORTIUM, ETC | | <input type="checkbox"/> | Attach details including any agreements |
| OTHER | • | <input type="checkbox"/> | Attach details. |

3.2 DECLARATION

3.2.1 Contractor Declaration

I / We offer to perform the work under the service agreement for the prices stated in the attached Price Schedule in accordance with and subject to the conditions of the Service Agreement, the Specifications, Drawings (if any) and any other documents I / We have examined and agreed.

SIGNED BY THE CONTRACTOR [Authorised Person]

SIGNATURE: _____

DATE: _____ / _____ / _____

FULL NAME: _____

[Please Print Clearly]

POSITION: _____

ADDRESS: _____

WITNESS

SIGNATURE: _____

DATE: _____ / _____ / _____

FULL NAME: _____

[Please Print Clearly]

OCCUPATION: _____

ADDRESS: _____

3.2.2 Principal Declaration

I/We agree to accept the offer to perform work and other conditions required by the Contractor as outlined in the service agreement.

SIGNED BY THE PRINCIPAL [Authorised Person]

SIGNATURE: _____

DATE: / / _____

FULL NAME: _____

[Please Print Clearly]

POSITION: _____

ADDRESS: _____

WITNESS

SIGNATURE: _____

DATE: / / _____

FULL NAME: _____

[Please Print Clearly]

OCCUPATION: _____

ADDRESS: _____

3.3 PRICING SCHEDULE

NOTE; All charges must be submitted on service agreement documents, any additional charges requested at a later date may not be accepted by the Principal

3.3.1 METERED RATE TRIPS

The maximum fares authorised for the *(insert Transport District details)* effective *(insert date)* are as follows:

Time	Rate per Kilometre	Hiring Charge (Flagfall)	Rate per Minute for authorised waiting time	Booking Fee
6am to 10pm	\$x.xx	\$x.xx	xx.x cents	\$xx.xx
10pm to 6 am	\$x.xx +20%	\$x.xx	xx.x cents	\$xx.xx
Other (specify)				

3.3.2 FIXED RATE TRIPS

[Attach Details]

3.3.3 ADDITIONAL CHARGES

	Taxi Car	WATs	Vehicle with Driver	Other (please explain)	Other (please explain)
Time and Trouble (on arrival for a passenger not travelling (fixed price) when job ceases at pick up point)	\$	\$	\$	\$	\$
Waiting time (cost per minute after 3 minutes.)	\$	\$	\$	\$	\$
Cleaning of vehicle (cost per each 15 minutes, including any down time)	\$	\$	\$	\$	\$
WAT Charge (Fee per Wheelchair hoist loading/unloading/wheeling in/out)	\$ N/A	\$	\$	\$	\$
Remote Area: (Any additional charges requested (provide details))	\$	\$	\$	\$	\$
Any other additional charges (specify charge and include details)	\$	\$	\$	\$	\$

3.3.4 SETTLEMENT DISCOUNT (IF APPLICABLE)

A discount of ***(Insert percentage)*** % is offered for payments made within ***(insert no. of days)*** days of rendering of the account. Date of rendering is the date upon which the correct account [accompanied by all necessary documents proving delivery] is received by the Officer nominated for that purpose in the Service Agreement or order. Payment will be deemed to have been made on the date the cheque is drawn by The Principal and provided it is cleared within normal banking clearance schedules.