



MACEDON RANGES REGIONAL TAXI SERVICES

AFFILIATE OWNER AND DRIVER HANBOOK

Introduction

Welcome to Macedon Taxi Services - an equal opportunity organisation.

Founded in 2020 by a group of taxi operators seeking to pool their resources, Macedon Taxi Services Taxi Service rapidly attracted many taxi operators and became a Booking Service Provider, In Regional Victoria.

These instructions on communications procedures and the network rules are designed to provide the best possible taxi service to our booking service clients and a fair and equitable distribution of taxi bookings to all taxis.

All taxi owners and drivers, on making application to join the company agree to be bound by the General Rules and Regulations of Macedon Taxi Services. These may change from time to time as circumstances change. They shall apply to every Taxi Owner who operates a taxi in Macedon Taxi Services and to every driver who drives a taxi in the service.

It is most important that service levels and standards be maintained so that we retain and expand our large booking service client base for the benefit of all drivers. Macedon Taxi Service you can be proud to associate with.

Should you have any difficulties in understanding the procedures or the rules, there are people to help you and if you have any queries contact the office.

Once again, welcome to Macedon Taxi Services, we hope your time with us is pleasant and rewarding.

Jeanclaude Mariolle
Operation Managers

Please Note:

Words importing the singular number include the plural number and vice versa. Words importing the masculine gender also include the feminine gender.

Words importing persons include corporations or other business entities.

NETWORK OPERATIONS MANUAL

Network Communications Manual

Drivers Code of Conduct

Major Events & Venues Taxi Resources Protocol

Fares Payments Systems

AFFILIATION SERVICES & STANDARDS MANUAL

The Services Delivery Statement

Training &
Professional Skills Protocol

Vehicle Standards Protocol

Depot (Intellectual and Physical) Property Protocol

Bailee/Bailor Leasing Protocol

Financial Management Protocol

SUBSCRIBER DATA-BASE PROTOCOL

NSP ENFORCEMENT &
DISCIPLINARY SYSTEM

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STRUCTURE OF RULES

PART 1 - GENERAL

- 1.1 These are the Rules of the Macedon Taxi Services Taxi Service, operating as an Accredited Network Services Provider.
- 1.2 For ease of understanding, these rules are divided into Parts and therein are divided and numbered according to rules, sub-rules and clauses.

The purpose of these Rules is to declare, promote and enforce standards of service, operational performance, skill and behaviour by drivers and affiliates and as well—

- (a) provide taxi services of world-class standard to booking service clients
- (b) ensure a consistent quality of Network service to booking service clients
- (c) improve passenger and driver safety
- (d) ensure equitable and orderly use of the Communications Network by drivers
- (e) maximise the productivity and resultant revenues of drivers and affiliates
- (f) enhance and maintain the reputation and skill of drivers
- (g) safeguard the rights, status and independence of drivers and affiliates as bailees and bailors respectively.

3.1. A number of terms used in these Rules has particular meanings. Those words and their meanings are—

affiliate means a taxi-cab operator who has entered into an OA with the NSP to receive services from the NSP in respect of taxi-cabs

affiliated taxi-cab means a taxi-cab the subject of an operator agreement with the NSP

associated taxi-cab means a taxi-cab, whether an affiliated taxi-cab or not, associated with an affiliate

bail means the right to use a taxi-cab under a contract of bailment

bailment (contract of) means a contract for conferring on a driver the right to use a taxi-cab as bailee driver

board means the board of directors of the NSP

booking (time booking) means a booking that is specified for a certain time

booking means an offer to hire a taxi-cab lodged with the booking service operated by the NSP by a prospective hirer for dispatch to a taxi-cab driver willing and able to complete the contract of hire

DA means a network access agreement between an accredited driver and the NSP.

Directorate means the Commercial Passenger Vehicle Victoria Officers

driver alarm means a device fitted to a taxi-cab to enable the driver when under duress to summon assistance

driver liaison manager means the officer of the NSP responsible for driver relations

driver means a taxi-cab driver who has entered into a Driver Agreement (DA) with an accredited NSP to use the services provided by the NSP.

EFTPOS means the prescribed fare payment scheme known as Electronic Funds Transfer at Point of Sale

licence holder means a person who holds a licence to operate a taxi-cab whether as a licence holder in the first instance or as an assignee

log-on means to connect to the Network by the communications mobile data terminal in a taxi-cab

M12 means the code for the duress signal 'passenger threatening violence, please monitor me'

M13 means the code for the duress signal 'driver under attack, help needed immediately'

mobile communications equipment means all the equipment installed in a taxi-cab for the purpose of transmitting to and receiving data from the premises of the NSP via the ether under licence of the Australian Communications Media Authority

Network means processes, systems and functions of the NSP for receiving phone bookings and dispatching them to taxi-cabs

Network Procedures Manual means the manual of instructions of use of the Network issued to drivers and affiliates by the NSP

NSP means the entity Macedon Taxi Services Taxi Service acting as an accredited Network Services Provider.

OA means an affiliation agreement between an accredited taxi-cab operator and the NSP.

official notice board means the notice board located at the registered office of the NSP in a position accessible to drivers and affiliates, or the NSP website that is publicly accessible.

optional fare payment scheme has the meaning given in rule 54

owner-driver means a person who carries on the occupation of taxi driver in a taxi-cab in respect of which the person is the licence-holder

prescribed fare payment scheme has the meaning given in rule 54

prescribed payment has the meaning given in rule 54

prescribed voucher has the meaning given in rule 54

privacy agreement means an agreement to abide by the Victorian Taxi Industry Privacy Code that contains an indemnity by the data user indemnifying the data provider

privacy code means the Victorian Taxi Industry Privacy Code approved by the Victorian Privacy Commissioner under the Data Protection Act 1999 (Vic) to safeguard the privacy of drivers' records

quality control officer means any person appointed a quality control officer by the board for the purpose of these rules

scheme provider means the corporation or government agency that manages a

prescribed fare payment scheme

service mark includes a trade mark, service mark, logo, and without limiting the generality of the foregoing includes any matter which may be protected under the Trade Marks Act 1995

Shift Manager means the most senior officer on duty at the NSP in the course of a shift

shift means the sequence of consecutive hours during which, if the driver is a bailee, the driver is in possession of the vehicle, or if an owner/driver, the driver is carrying out the functions of a taxi-driver

subscriber means any person who subscribes to these rules under a DA or OA with the NSP

taxi-cab means a taxi-cab the subject of an OA between the NSP and an affiliate

transactions card has the meaning given in rule 54

4.1 These Rules are the rules referred to in—

- (a) the DA between the driver and the NSP, and
- (b) the OA between the operator and the NSP— signed by a subscriber as a driver and/or an operator.

4.2 A subscriber is bound by these rules whenever the subscriber—

- (a) has the management or use or is in charge of a taxi-cab;
- (b) is on any premises of the NSP;
- (c) is carrying out any duty or activity arising out of or associated with the use of—
 - (i) a taxi-cab
 - (ii) the Network
 - (iii) a driver agreement, and/or
 - (iv) operator agreement.

5.1 The board may amend these Rules from time to time to ensure the Rules remain relevant to their purpose and any amendment shall be part of these Rules and read accordingly.

- 5.2 An amendment has no effect unless the board gives seven days' notice to drivers of a proposed amendment by displaying full details of the amendment on the official notice board of the NSP.
- 5.3 Notwithstanding sub-rule 5.1 an amendment to the Network Procedures Manual may take effect on 48 hours' notice if the notice is given by—
- (a) proclamation on the official notice board of not less than 48 hours, and
 - (b) by broadcast each hour for not less than 48 hours.

DEEMED RULES

- 6.1. The following Acts and Regulations are incorporated in these Rules and are hereinafter called 'deemed rules'—.
- (a) legislation governing road users—
 - (i) The Road Safety Act 1986 (Victoria)
 - (ii) The Road Safety (Traffic) Regulations 1988 (Victoria)
 - (iii) The Road Safety (Vehicles) Regulations 1988 (Victoria)
 - (b) legislation concerning taxis, taxi drivers and licence holders—
 - (i) The Transport Act 1983 (Victoria)
 - (ii) The Transport (Taxi-Cab) Regulations (2007) (Victoria)
 - (c) legislation governing attitudes and behaviour towards persons—
 - (i) The Equal Opportunity Act 1995 (Victoria)
 - (ii) The Sex Discrimination Act 1984 (Commonwealth)
 - (iii) The Disability Discrimination Act 1992 (Commonwealth)
 - (iv) The Racial Discrimination Act 1975 (Commonwealth);
 - (v) Racial and Religious Tolerance Act 2001 (Victoria)
 - (d) legislation affecting taxi subscribers in the workplace and taxi users—
 - (i) The Occupational Health & Safety Act 2004 (Victoria);
 - (ii) Accident Compensation Act 1985 (Victoria);
 - (iii) Accident Compensation (Workcover Insurance) Act 1993 (Victoria);
 - (iv) Workplace Relations Act 1996 (Commonwealth)
 - (e) legislation governing privacy—
 - (i) The Data Protection Act 1999 (Victoria);
 - (f) legislation affecting fair trading—
 - (i) The Fair-Trading Act 1985 (Victoria).
- 6.2. Subject to Rule 7, a subscriber who, when bound by these Rules, commits any offence under 'deemed rules' may be dealt with in the same manner as if the subscriber breached any other rule of these Rules.
- 6.3. Lack of knowledge of the provisions of deemed rules is no defence in disciplinary proceedings under these Rules.

MANUALS

- 7.1 The NSP shall have a Network Procedures Manual for the use of subscribers.
- 7.2 The Network Procedures Manual shall deal with— procedures for the use of the Network by drivers, procedures for the use of the driver alarm system, and any other matters concerning the Network as the board determines.
- 7.3 The Network Procedures Manual is incorporated in and forms part of these Rules.
- 7.4 The board may amend the Network Procedures Manual from time to time and any amendment shall be deemed to be a part of these Rules and read accordingly.

7.5 A breach of any procedures laid down in the Network Procedures Manual is a breach of these rules.

SUBSCRIBER DATA-BASE

8.1 The NSP—

(a) may make, retain, manage and dispose of any record concerning a driver the NSP believes necessary for the purposes of these Rules; and

8.2 A quality control officer may access and use the record of any driver whenever necessary for the purposes of these Rules.

9.1 If an affiliate applies to the NSP for a copy of the affiliate's record and—

(a) the application is made on the prescribed form, if any, and

(b) accompanied by the prescribed fee, if any—

the NSP shall give the affiliate a copy of the record.

9.2 The NSP may decline to give an affiliate a copy of the affiliate's record if to do so would be deleterious to any action against the affiliate the NSP has at law.

10.1 If a driver applies to the NSP for a copy of the driver's record, and—

(a) the application is made on the prescribed form, if any, and

(b) accompanied by the prescribed fee, if any— the NSP shall give the driver a copy of the record.

10.2 The NSP may decline to give the driver a copy of the record if to do so would be deleterious to any action at law the NSP has in respect of the driver.

11.1 The Directorate shall have access to a subscriber's record.

INDEMNITY

A driver or affiliate whose record is disclosed to an authorised party in accordance with these Rules hereby indemnifies and holds indemnified the NSP from any loss whatsoever incurred by the NSP in consequence of such disclosure.

SERVICE MARKS & COMPETITION

The service marks of the NSP are and remain at all times the property of the NSP.

14.1 Except where the use of a service mark has been approved by the board on approved uniform or in respect of the livery of a taxi-cab, a subscriber must not—

(a) wear on any item of apparel

(b) fit to any vehicle

(c) include in any advertisement or

(d) otherwise display or use—

any service mark of the NSP unless the subscriber has the written permission of the board.

14.2 Where an agreement between a subscriber and the NSP is terminated for any reason, the subscriber shall surrender to the board any item bearing the NSP's service mark.

15.1 In this rule 'Network' includes any scheme or arrangement for broadcasting to a taxi-cab details of prospective hirers, whether or not the Network is registered with or authorised by the Directorate.

- 15.2 A subscriber who, without the permission of the board first had in writing, uses a taxi-cab bearing the service marks of the NSP to provide services to—
- (a) another Network, or
 - (b) to clients directed to the subscriber by another Network— is in breach of these rules.
- 15.3 Nothing in these rules or in any contract or agreement shall diminish or otherwise affect the right of the NSP to seek recompense from a subscriber or other person who passes off or who uses contrary to these rules the service marks of the NSP.
- 15.4 A subscriber who otherwise passes off the service marks of the NSP is in breach of these rules.
- 15.5 A subscriber who in any way aids and abets the passing off of service marks of the NSP is in breach of these rules.

PUBLIC STATEMENTS

- 16.1 A subscriber must not make any statement for publication by the media—
- (a) on behalf of the NSP or
 - (b) in respect of any matter concerning the NSP— without the written authority of the board.
- 16.2 A subscriber must not while wearing or in any way displaying a service mark of the NSP—
- (a) appear in any advertisement,
 - (b) in any promotion or campaign,
 - (c) pose for any photo or film to be used in any media report or publicity campaign,
 - (d) endorse any enterprise, product or activity, other than by a personal endorsement of the services of the NSP made to a passenger or hirer—
- unless the subscriber has first received the permission of the board in each instance.
- 16.3 A subscriber must not use or allow to be used a taxi-cab bearing a service mark of the NSP—
- (a) in any advertisement,
 - (b) in any promotion or campaign, or
 - (c) film for public viewing—
- without the written permission of the board.

STATUS OF SUBSCRIBERS

Nothing whatsoever in these rules affects the status of drivers and affiliates as bailees and bailors so provided under a contract of bailment for the use of a taxi-cab.

PART 2 - DRIVERS

DRIVERS CODE OF CONDUCT

- 18.1 In this Part, 'driver' includes an affiliate commonly known in the taxi industry as an owner/driver whenever the affiliate is driving a taxi-cab for hire.
- 18.2 The provisions of this Part comprise the Drivers Code of Conduct.
- 18.3 A driver in charge of a taxi-cab who breaches the Drivers Code of Conduct is in breach of these Rules.
- 18.4 Nothing in this Part excuses or exempts a driver from complying with any other rule of these Rules applicable to the driver as a driver or subscriber.
- 19.1 When a prospective hirer carrying luggage approaches a taxi-cab within view of the driver, the driver must—
- (a) alight from the taxi-cab,

- (b) greet the hirer, and
 - (c) load the luggage into the boot of the taxi-cab.
- 19.2 If a hirer has luggage on-board a taxi-cab the driver must at the termination of the hiring assist the hirer to—
- (a) unload the luggage from the taxi-cab, by
 - (b) placing the luggage on the nearest curb side.

When a driver arrives at the place specified in a booking for the commencement of a hiring the driver shall alight from the taxi-cab and make personal contact with the hirer unless the driver has reasonable cause to remain in the taxi-cab or is so directed by the Network.

At the conclusion of each hiring the driver must peruse the interior of the taxi-cab for—

- (a) lost property,
- (b) discarded refuse or rubbish— and remove same.

22.1 In this rule—

- (a) 'departure adult' means the adult who delivers a child to a driver for unaccompanied travel,
- (b) 'receiving adult' means the adult to whom the child is to be delivered when the taxi-cab reaches its destination,
- (c) 'responsible person' means a person apparently over the age of 14 years,

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- (d) 'unaccompanied child' means one or more children apparently under the age of 10 years carried in a taxi-cab in which the driver is the only adult or responsible person present.
- 22.2 A driver must not undertake a journey with an unaccompanied child unless prior to the commencement of the hiring the driver ascertained from the departure adult—
- (a) the departure adult's name, address and phone number,
 - (b) how and by whom the fare is to be paid,
 - (c) the destination address to which the child is to be delivered,
 - (d) the name, address and phone number of the receiving adult.
- 22.3 The driver must ask the departure adult to seat an unaccompanied child in the taxi-cab and fit the child with a seat-belt.
- 22.4 Upon arrival at the destination specified by the departure adult—
- (a) if the receiving adult is present—the driver shall personally deliver the child to the receiving adult;
 - (b) if the receiving adult is not present, and another adult able and willing to take charge of the child is not present—the driver shall contact the Network and request further instructions.
- 22.5 If for any reason a driver carrying an unaccompanied child is out of range and thus unable to raise the Network to request further instructions in respect of Rule 22.4(b), the driver shall—
- (a) take the child to the nearest police station, and
 - (b) as soon as the driver returns to range, notify base accordingly.
- 22.6 A driver carrying an unaccompanied child shall not stop or otherwise interrupt the journey for any reason except—
- (a) to comply with any law or regulation, or
 - (b) to seek assistance for the child.
- 22.7 Under no circumstances whatsoever shall a driver—
- (a) abandon or otherwise leave an unaccompanied child at any place at which the receiving adult or a responsible person is not present,
 - (b) refuse to, or delay handing over the child to the receiving adult because of any dispute as to payment of the fare.
- 22.8 Where a journey in respect of an unaccompanied child terminates at any place other than immediately outside the door of the destination premises, the driver shall accompany the child to the front door of the premises.

- 23.1 In this rule 'approved uniform' means the uniform specified and registered by the NSP with the Commercial Passenger Vehicle Victoria Officers as the mandatory apparel for all drivers in accordance with Regulation 25 of the Transport (Taxi-Cab) Regulations 1994.
- 23.2 The driver must ensure the approved uniform worn by the driver is clean, and that both shirt and trousers, or shirt and skirt or slacks, as the case may be, are pressed.
- 23.3 A driver whose religious convictions require the driver to wear a particular style of head-dress normally worn by persons of the same religious convictions if they were otherwise attired in uniform may wear that religious head-dress provided the driver is otherwise attired in the approved uniform of the NSP.
- 23.4 A driver must not wear upon approved uniform a religious or political device, badge, slogan, or form of communication not approved by the board.
- 23.5 A driver who—
- (a) has completed a First Aid Certificate of a recognised first aid organisation, or
 - (b) any other award, service medal or decoration awarded by the Crown— may wear the relevant designation of such award on approved uniform in the manner in which it is normally worn on uniform.
- 25.6 Under the provisions of regulation 32 (4) of the Transport (Taxi-Cab) Regulations 2005, the approved uniform for the driver of any taxi-cab affiliated with Macedon Taxi Services Taxi Service is as follows: -

1. Shirt Casual shirt: preferably with green checkers
Other detail: White with Macedon Taxi Service Logo
2. Trousers Colour: Blue or black other detail: No jeans
3. Shorts Colour: Blue walk shorts
Other detail: Worn with knee length socks
4. Jumper/Jacket Colour: Blue/Grey/Dark Grey
5. Shoes Colour: Black
Other detail: Business shoes
6. Taxi Depot Identification

“Macedon Taxi Services Taxis” embroidered on epaulettes

“Macedon Taxi Services Taxis Limousine Services” embroidered on epaulettes “Macedon Taxi Services Taxis Limousine Service” embroidered on epaulettes “Macedon Taxi Services Taxis” embroidered on front upper of jumper

6. Tie Black(optional)

7. Variations on above

Hot Weather: Black walk shorts as set out above Cold Weather: Blue jumper or jacket as set out above

- 24.1 Where a passenger in a taxi-cab is elderly or has a disability which restricts the passenger's movement to and from the taxi-cab, the driver shall---
- (a) ask the passenger if the passenger requires assistance,
 - (b) and if the passenger answers in the affirmative, assist the passenger---
 - (i) into and out of the taxi-cab, and where appropriate,
 - (ii) from or to the door of the pick-up or drop-off address.
- 24.2 Unless a booking is a time booking, the driver must not turn on the meter until the driver has made contact with the hirer and confirmed that the hiring has commenced.
- 25.1 A driver in a taxi-cab carrying passengers must not—
- (a) consume any food or beverage,
 - (b) leave in the ashtray of a taxi-cab any cigarette residue or substance.
- 25.2 A driver in a taxi-cab carrying passengers must not without the passenger's consent use or play any—
- (a) entertainment radio
 - (b) tape-recorder,
 - (c) disc player,
 - (d) or other entertainment device.
- 26.1 Except as provided in this Rule, a driver of a taxi-cab that is hired must not—
- (a) attach to the taxi-cab, whether internally or externally, any sign not approved by the Secretary in accordance with the Regulations,
 - (b) display in the taxi-cab any—
 - (i) religious symbol, or
 - (ii) any political symbol other than the Australian national flag or coat of arms
 - (c) promote or advance by word, deed or display any political or religious cause,
 - (d) distribute or display any—
 - (i) religious or political material, or
 - (ii) commercial advertisement whatsoever not approved by the board,
 - (e) offer for sale or solicit any patronage in respect of any product or service not approved by the board
 - (f) carry in the taxi-cab any sexually explicit material
 - (g) conduct any collection of monies for any cause not approved by the board,
 - (h) alienate or seek to alienate by any means any client of the Network to another Network or otherwise injure the custom or trade of the NSP.
- A driver, whilst in control of a taxi-cab, or attired in uniform, must not—
- (a) use indecent, obscene, violent or abusive language
 - (b) threaten or use intimidating language,

- (c) make sexist or sexual remarks or innuendo to, or
- (d) sexually harass—
any Macedon Taxi Services client, other taxi user or passenger, NSP employee or officer, or Network employee or officer, or any member of the public.

A driver in a taxi-cab must be in possession of—

- (a) sufficient cash to enable the driver to make change where necessary, and
- (b) a current edition of the NSP designated street directory.

NETWORK ACCESS AND USE

- 29.1 Where in the course of using the taxi-cab the driver elects to use the Network the driver shall use the Network in the manner set forth in the Network Procedures Manual.
- 29.2 A breach of any rule of the Network Procedures Manual is a breach of these rules.
- 29.3 The Network manual may be varied from time to time as the board directs and any variation there to takes effect at the time stipulated by the board being not less than 48 hours after the variation was notified on the NSP notice board.
- 30.1 The driver is free to accept or reject any booking offered to the driver by the Network and applicable to the class or type or taxi-cab at the time of offer driven by the driver.
- 30.2 Once a driver has accepted a booking, the driver is bound to complete the booking subject to these Rules.
- 30.3 A driver who elects to accept a booking does so under the following conditions—
 - (a) the booking may be withdrawn at any time by the Network and the Network shall not be bound to ascribe any reason for so doing;
 - (b) no compensation whatsoever is payable by the NSP to a driver in respect of a cancelled booking however the Network may if the Network Procedures Manual so provides substitute another booking for the cancelled booking or otherwise give the driver priority in respect of a future booking;
 - (c) where a booking is withdrawn, the driver shall not proceed to attempt to affect any contract of hire in respect of that booking without the express permission of the Network;
 - (d) a driver who accepts a booking must, if the booking matures into a contract of hire, collect from the Macedon Taxi Services client the booking fee

specified in the Schedule of Fares and Tariffs, in addition to any fare due to the driver.

- 31.1 'Contract of hire' means an agreement between a hirer and the driver of a taxi-cab for the hire of the taxi-cab.
- 31.2 Where a driver who accepts a booking attends at the place specified in the booking as the pick-up location, the driver does so for the purpose of enabling the prospective hirer to treat or negotiate for the hire of the taxi- cab.
- 31.3 If the prospective hirer agrees to hire the taxi-cab the contract of hire is between the driver and the hirer and is subject to the conditions laid down in the following instruments—
 - (a) in the Transport Act 1985
 - (b) the Transport(Taxi-Cab) Regulations 1994 made under the aforementioned Act,
 - (c) the Conditions of Licence pertaining to the taxi-cab,
 - (d) these Rules, and
 - (e) any additional terms and conditions agreed between the driver and the hirer which are not contrary to the foregoing instruments.
- 31.4 If the prospective hirer—
 - (a) declines for any reason to proceed with a contract of hire, or
 - (b) cannot within a reasonable time be located at the pick-up location the driver shall notify the Network forthwith.
- 31.5 A driver who accepts a booking in respect of a hiring and who, without reasonable cause, fails to carry out that hiring in accordance with details notified in the booking or any variance thereof made by the hirer is in breach of these rules.

- 32.1 In this rule 'operational direction' means a lawful instruction by the Network Shift Manager given via the Network for the purpose of facilitating the operation of the Network.
- 32.2 Subject to this rule a driver or class of drivers who is issued an operations direction by a Network Shift Manager must comply with that direction if, having regard to road, weather and workplace conditions, it is safe to do so.
- 32.3 A driver who cannot for reasons of safety or for other good reason comply with a direction must inform the Network Shift Manager as soon as practicable of the circumstances which prevented the driver from complying with the direction.
- 32.4 A driver—
- (a) who fails to promptly comply with an operational direction without good cause, or
 - (b) who wilfully obstructs, hinders, impedes or otherwise frustrates the efficient operation of the Network—
- is in breach of these rules.
- 33.1 In this Rule, 'PIN' and 'Pattern' means personal identification number issued by the Network to a driver to enable access to the Network.
- 33.2 A driver must not—
- (a) disclose the driver's PIN or Pattern to another person
 - (b) use another driver's PIN or Pattern
 - (c) allow another person to operate a taxi-cab that has been logged-on to the Network via the driver's PIN or Pattern.
- 33.3 A driver must immediately inform the Shift Manager at the NSP if the driver—
- (a) becomes aware of the PIN or Pattern of another driver
 - (b) suspects that another person has knowledge of the driver's PIN or Pattern
 - (c) believes another person is driving a taxi-cab logged-on to the Network via the driver's PIN or Pattern.
- 33.4 Whenever a taxi-cab is logged-on to the Network, the driver to whom the log-on PIN or Pattern was issued by the NSP—
- (a) shall be deemed to be the driver of the taxi-cab for all disciplinary purposes under these Rules
 - (b) unless the driver proves to the satisfaction of the board that the driver could not reasonably in all the circumstances be held responsible for any breach the subject of disciplinary proceedings.
- 33.5 Failure to log-off the Network at the end of a shift shall not be reasonable grounds for the purposes of sub-rule 33.4.

All voice and visual transmissions on the Network shall be made in the English language.

- 35.1 In this rule, 'equipment' means the mobile communications equipment installed in the taxi-cab.
- 35.2 The equipment remains the property of the NSP at all times.
- 35.3 A driver or operator in possession of a taxi-cab must not—
- (a) install
 - (b) remove
 - (c) repair
 - (d) modify or alter
 - (e) interfere with—
- Macedon Taxi Services equipment or allow another person to do so without the express authority of the owner of the mobile communications equipment.

A driver in charge of a taxi-cab must not be in possession of any device capable of defeating, foiling, transmitting false signals, or changing the order or status of allocation of bookings by the Network, or otherwise interfering with the operation of the Network.

SPECIAL EVENTS & VENUES

In this Part—

- (a) 'taxi supervisor' means a person authorised by the NSP, or the Victorian Taxi Association Inc, or the Commercial Passenger Vehicle Victoria Officers to assist or direct drivers in attendance at a special event and includes a major venue operator in respect of a major venue controlled by the operator;
- (b) 'special event' means a public spectacle or gathering at which taxi supervisors are on duty at ranks servicing the event;
- (c) 'major venue' means a venue whether on public or private land at which taxis are standing or plying for hire under the supervision of taxi supervisors.

38.1 A driver at a special event or major venue—

- (a) must not abuse or use indecent language to a taxi supervisor,
- (b) must not hinder or obstruct a taxi supervisor,
- (c) must obey the lawful directions of a taxi supervisor.

38.2 A driver at a major venue serviced by a rank on private property—

- (a) is there at the invitation of the owner of the property and must adhere to the lawful direction of any agent, attorney, or servant of the owner.
- (b) must—
 - (i) load at and depart the venue according to any procedure laid down by the taxi supervisor on duty at the venue,
 - (ii) leave the major venue immediately, or as soon as is practicable, if required to do so by a taxi supervisor on duty at the venue,
 - (iii) follow the lawful instructions of the owner or the servants of the owner while at the venue.

OCCUPATIONAL HEALTH & SAFETY

39.1 Whenever a driver takes charge of a particular taxi-cab for the first time, the driver must ascertain from the affiliate the exact location of each driver alarm device fitted in the taxi-cab.

41.2 At the commencement of a shift a driver must— immediately log-on to the Network and

- (a) remain logged-on throughout the period—
 - (i) is working the vehicle, or
 - (ii) absent from the vehicle for—
 - A. meal breaks or
 - B. rest periods or
 - C. temporarily any other reason.

40.1 A driver to whom a passenger behaves aggressively or threatens violence shall as soon as practicable signal M12 to the Network in the manner specified in the Operating Procedures Manual.

40.2 A driver who—

- (a) is attacked, or
- (b) suspects a passenger is about to attack the driver—
shall signal M13 to the Network immediately it is practicable to do so in the manner specified in the Network Procedures Manual.

41.1 In this Rule—

- (a) 'receiving driver' means a driver who is notified via the Network that another driver has signalled M13;
- (b) a 'signalling driver' is the driver who sends an M13 signal.

- 41.2 A driver who—
- (a) receives an M13 signal via the Network, and
 - (b) is vacant, and
 - (c) is within what the driver believes to be reasonable reach of the known location of the driver who transmitted the M13 signal— may proceed to the location of the signalling driver and may, to the extent that it is safe and lawful to do so, render assistance to the signalling driver.
- 41.3 A driver proceeding to the location of a driver who has signalled M13 must—
- (a) proceed with all due caution, care and regard for the safety of other road users,
 - (b) adhere to the Road Safety Act 1986 and attendant regulations.

A driver who without reasonable cause signals an M13 is in breach of these Rules.

- 43.1 A driver who signals M13 shall, if required by the Shift Manager, as soon as practicable having regard to the welfare of the driver—
- (a) report to the Shift Manager for a debriefing interview, and/or
 - (b) make a written report on the form provided by the NSP of the circumstances of the M13 signal.
- 45.2 A driver must be given a copy of any report concerning an M13 signal made by the driver.

A driver must not carry in the cabin of a taxi-cab—

- (a) a weapon, or
- (b) an item capable of being used as a weapon unless the item is normally required for the ordinary performance of the occupation of taxi-cab driver.

- 45.1 A driver must not accept a booking unless—
- (a) the driver is able to reach the place designated in the booking as the pick up location in the time allowed, and
 - (b) the driver is able to reach the pick up location in the time specified while driving in a manner which has full regard to the need to drive safely in respect of—
 - (i) the provisions of the Road Safety Act 1986 and attendant regulations,
 - (ii) current road and weather conditions
 - (iii) the welfare of other road users
 - (iv) any other factors which a cautious, professional driver ought to have regard to for the purpose of avoiding an accident or injury to the driver or another person.
- 45.2 Where a driver has accepted a booking and before the time allowed for the hiring to commence—
- (a) there occurs a change in weather conditions
 - (b) the driver encounters unforeseen road conditions, or
 - (c) any other factor arises which will prevent the driver effecting the hiring at the specified time while complying rigorously with the provisions of the Road Safety Act 1986—

the driver shall immediately notify the Network and request an extension of time.

- 45.3 A driver who requests an extension of time in accordance with and for the reasons specified this Rule shall not be penalised in any way whatsoever.
- 45.4 Nothing whatsoever in these Rules authorises, permits, encourages, incites, allows, condones, sanctions, or in anyway whatsoever shall be read to induce or excuse, any breach of the Road Safety Act 1986 by a driver.

For the purposes of the Occupational Health & Safety Act 1985, a driver who has bailed a taxi-cab between sunset and sunrise shall carry a torch of sufficient power to assist passengers to and from the taxi-cab.

Where---

- (a) a taxi-cab fitted with central locking is plying for hire between the hours of sunset and sunrise,
- (b) the driver must keep the central locking device activated so that the doors of the taxi-cab are locked---
and the driver is thereby able to control entry to the taxi-cab.

Whenever a driver is on duty—

- (a) between the hours of sunset and sunrise, or
- (b) in inclement weather, and
- (c) is outside the taxi-cab—

the driver may wear as the outer garment of approved uniform an approved safety vest designed to illuminate the driver to other road users.

If a taxi-cab breaks down in the course of a shift the driver must notify the Network immediately.

TRAINING & PROFESSIONAL DEVELOPMENT

A driver who in any period of 12 consecutive months or such lesser period as is determined by the board—

- (a) is the subject of two or more complaints by passengers as to the driver's lack of skill, personal behaviour or appearance, or
- (b) who signals three or more M13 signals, or
- (c) who is sanctioned howsoever on three or more occasions for breaches of these Rules, or
- (d) who otherwise indicates, in the opinion of the board, that the driver may be assisted by further training—
must, if required to do so by the board, attend a retraining program conducted by or under the auspices of the NSP.

A driver shall, if required to do so by the board, attend---

- (a) any general briefing of drivers of the NSP conducted by the NSP, or
- (b) any particular briefing for classes of drivers of which the driver is a member---
provided that the board shall give the driver not less than 7 days notice of the date, place and time at which the general briefing or particular briefing is to be conducted.

FAIR TRADING - PRESCRIBED FARE PAYMENT SCHEMES

In this part—

'prescribed fare payment scheme' means any scheme for the payment of fares which the licence holder—

- (a) has an agreement with the NSP for the encashment of prescribed vouchers, and
- (b) has agreed with the driver to reimburse the driver for the full face value on presentation of a prescribed voucher issued by a hirer under the scheme, and
- (c) advertises on the exterior of the taxi-cab as a fare payment scheme which may be used to pay for a hire of the taxi-cab, or
- (d) which an affiliate is bound to accept under the conditions of licence; 'prescribed payment' means a valid, bona fide payment for a fare made under a prescribed fare payment scheme;

'prescribed voucher' means valid written acknowledgment issued by the hirer or on behalf of the hirer of a prescribed payment made to or for the benefit of a driver, and if required on acknowledgment, signed by the hirer 'transactions card' means a card issued by the promoter of a prescribed fare payment scheme and used by a hirer to effect a prescribed payment; 'optional fare payment scheme' means any fare payment that is neither legal tender nor a prescribed fare payment scheme.

- 53.1 If a hirer offers to pay for a hire by a prescribed payment, the driver must do all reasonably possible to effect the prescribed payment.
- 53.2 Nothing in these rules requires a driver to accept any prescribed payment which is invalid for any reason including—

- (a) fraud
- (b) the hirer's authority to participate in the prescribed payment scheme has been cancelled or suspended
- (c) failure of the hirer to sign the prescribed voucher, where the voucher includes a space for the signature of the hirer, or otherwise complete the prescribed voucher
- (d) if the hirer refuses to initial any alteration the hirer has made to the prescribed voucher
- (e) any other reason that would prevent the driver from being able to encash the voucher.

Nothing whatsoever in these rules prevents the driver, at the driver's discretion, accepting any other form of lawful payment for a hiring PROVIDED THAT if the payment is made other than in legal tender the driver shall make his or her own arrangements to encash same.

An affiliate must not present to the NSP cashier for encashment a prescribed voucher unless it was authorised by a hirer of a taxi-cab for which the affiliate holds a taxi-cab licence.

PART 3 - AFFILIATES

GENERAL

Nothing in this Part affects the obligation of an affiliate, whether as a driver or subscriber, elsewhere contained in these rules.

SERVICES

57.1 The services offered by the NSP in respect of the Network are—

- (a) to receive from general public bookings for affiliated taxi-cabs
- (b) to broadcast those bookings to affiliated taxi-cabs logged-on to the Network
- (c) to allocate bookings among those drivers able and willing to accept them.

57.2 The services offered by the NSP in respect of driver safety are—

- (a) to monitor affiliated taxi-cabs while logged on to the network for any signal from a driver that he fears for his safety,
- (b) if a driver activates his duress alarm:
 - (i) to notify other drivers and, where appropriate,
 - (ii) the police.

57.3 The services offered by the NSP in respect of financial services are—

- (a) to keep an account in the name of the affiliate in the books of the NSP
- (b) to receive, aggregate and present for payment to scheme providers prescribed vouchers tendered by hirers as payment or part-payment of hire of the affiliate's taxi-cab;
- (c) to pay the proceeds, less—
 - (i) any NSP service fees or charges, and
 - (ii) the amount of any prescribed voucher not honoured for any reason by the scheme provider—
- to the affiliate's account with the NSP;

57.4 The services offered by the NSP in respect of drivers—

- (a) to maintain a data-base of drivers whose conduct may be injurious to the business of the affiliate,
- (b) to refer to affiliates drivers looking to bail taxi-cabs,
- (c) to carry out induction courses for new drivers referred to affiliates for work,
- (d) to investigate the conduct of drivers the subject of complaints.
- (e) to assist in the resolution of disputes between drivers and affiliates.

NETWORK

Nothing whatsoever in—

- (a) these rules or
- (b) in any agreement or contract signed by the affiliate with the NSP—
- (i) is intended to contain or contains, or infers any guarantee of supply of bookings to any taxi-cab, or
- (ii) obliges or binds a subscriber to accept any booking notified to the taxi-cab by the Network.

SUSPENSION FROM SERVICES

- 59.1 The board or its delegated officers may suspend services to a taxi-cab in accordance with this rule.
- 59.2 Services may be suspended in any of the following circumstances—
- (a) if the driver of the taxi-cab has committed any breach of these rules for which a taxi-cab driven by the driver may be suspended from service under these Rules,
 - (b) if the affiliate commits any breach of these rules for which the penalty is suspension of services to the taxi-cab,
 - (c) if an affiliate bails a taxi-cab to a driver who has been suspended from the network under these rules.
- 59.3 Where a taxi-cab is suspended from the Network under this rule the NSP shall keep the taxi-cab connected to the driver alarm system offered via the Network unless the board notifies the affiliate to the contrary.

If an affiliate has management of more than one taxi-cab, the NSP may suspend services to all taxi-cabs under the management of the affiliate if—

- (a) any monies due to the NSP by the affiliate remain unpaid after the due date for payment thereof.
- (b) the affiliate fails to comply with any rule in respect of more than one taxi-cab under the management of the affiliate.

An affiliate is bound by these rules notwithstanding that the affiliate or any taxi-cab associated with the affiliate is suspended.

SERVICE STANDARDS

- 62.1 An affiliate who breaches the service standards of the NSP is in breach of these Rules and may be dealt with accordingly.
- 62.2 An affiliate is in breach of the service standards of the NSP whenever a taxi-cab associated with the affiliate is logged-on to the Network in any of the following circumstances—
- (a) the subscriber driving the taxi-cab is not in the approved uniform of the NSP;
 - (b) the taxi-cab not in full livery;
 - (c) the taxi-cab is mechanically defective;
 - (d) the driver of the taxi-cab is not in possession of the current edition of a street directory specified by the NSP;
 - (e) the bodywork of the taxi-cab is not in full repair;
 - (f) the taxi-cab is being driven by a person, other than an owner-driver, who is not authorised to use the taxi-cab;
 - (g) if, without reasonable cause, the taxi-cab is not logged-on to the Network and actively working between the hours and on the days specified in the Conditions of Licence.

OPERATIONAL AND RESEARCH DATA

- 63.1 In this Rules 'return' means any form or other means of capturing data required to be submitted by an affiliate, duly completed, to the NSP
- 63.2 An affiliate must provide the NSP with such data in respect of the affiliate's taxi operations as —
- (a) will enable the NSP to comply with any request or demand from the Commercial Passenger Vehicle Victoria Officers for data in respect of the NSP's operations and affiliates;
 - (b) is required by the NSP to advance the interests of the NSP and its affiliates; or
 - (c) in the opinion of the NSP will advance the taxi industry in Victoria or elsewhere in Australia.
- 63.3 Where an affiliate fails to complete and submit to the NSP,
- (a) any return,
 - (b) by the date specified in the return—
- 63.4 any taxi-cab or cabs associated with the affiliate may be suspended from the Network until such time as the NSP receives the return, duly completed.

Where the NSP publishes, or contracts to be published on its behalf, any data submitted to it by an affiliate, the data may only be published in collective form which does not, either directly or indirectly, identify the affiliate.

VEHICLES

- 65.1 In this rule 'scheduled inspection' means an inspection of a taxi-cab carried out by the NSP at such frequencies or times notified in advance to the affiliate.
- 65.2 A taxi-cab shall be presented by the affiliate for inspection in accordance with the inspection schedule published by the NSP from time to time.

If a taxi-cab is—

- (a) involved in an accident, or
 - (b) has been the subject of two or more breakdown notifications to the NSP in any period of thirty consecutive days, or
 - (c) has not downloaded 10 or more bookings over any continuous period of five days, or
- (d) was the subject of a notice under the Road Safety Act 1986 prohibiting the use of the taxi-cab until inspected by any officer authorised to do so under that Act—
- the taxi-cab must be presented to the NSP for inspection on demand of a quality control officer

- 67.1 A taxi-cab must be fitted out in the full livery of the NSP registered with the Commercial Passenger Vehicle Victoria Officers including—
- (a) door badges
 - (b) dome light, and
 - (c) specified notices.
- 67.2 Each item of livery shall be in good repair.
- 67.3 An affiliate is in breach of these rules if the affiliated taxi-cab—
- (a) is not fitted out in full livery, or
 - (b) any item of livery fitted to the taxi-cab is not in good repair.
- 67.4 A taxi-cab in breach of this rule shall be suspended from service and not reinstated until inspected and passed for service by a quality control officer.

SERVICES MARKETING

An affiliate must ensure that there is in the taxi-cab at all times—

- (a) fitted to the dashboard of the taxi-cab
- (i) an approved device for dispensing to hirers NSP business cards, and

- (ii) the dispenser contains a sufficient supply of NSP business cards at all times; and
- (b) such other NSP marketing brochures and items as the NSP determines from time to time and which is approved by the Secretary of the Department of Infrastructure.

OCCUPATIONAL HEALTH & SAFETY

An affiliate must not allow a driver to take charge of a particular taxi-cab for the first time unless the affiliate shows the driver—

- (a) each and every driver alarm fitted in the taxi-cab, and
- (b) the manner in which each alarm is activated.

Where a taxi-cab is suspended from the Network for any reason, the suspension shall not affect the driver alarm connection to the taxi-cab supplied by the Network.

An affiliate must not allow a driver to take charge of a taxi-cab unless prior to taking charge of the taxi-cab the driver—

- (a) inspected the taxi-cab, and
- (b) completed a tick and cross report on—
 - (i) any damage to the surface condition of the taxi-cab,
 - (ii) any damage to the condition of the seats, and
 - (iii) whether or not there is in the taxi-cab at the time—
 - A. a spare tyre,
 - B. a wheel brace,
 - C. jack, and
 - D. jack handle.

72.1 An affiliate must not permit a driver to drive a taxi-cab controlled by the affiliate unless the affiliate has—

- (a) tested the driver's driving ability,
- (b) sighted the driver's current—
 - (i) Victorian driver's licence
 - (ii) taxi driver's accreditation, and
- (c) confirmed with the NSP that the driver has signed a DA with the NSP.

72.2 For the purpose of this Rule possession of—

- (a) a Victorian driver's licence, or
 - (b) a taxi drivers accreditation—
- is not to be taken as sufficient indication of the current level of the driver's occupational driving skills.

MANDATORY NOTIFICATION

If any of the following events occur in respect of an accredited driver, the affiliate shall notify the NSP records officer as soon as is practicable after the event—

- (a) the affiliate becomes aware of any deficiency in the driver's driving skills or customer relations skills,
- (b) if the driver is involved in an accident in any taxi-cab associated with the affiliate,
- (c) the driver has been the subject of a complaint by a passenger,
- (d) the driver's licence or taxi driver's accreditation is cancelled, suspended or revoked,
- (e) a taxi-cab driven by the driver incurs any unexplained damage,
- (f) the affiliate deducts from the driver's bond any sum exceeding \$50.00 as payment for unexplained disappearance of equipment from an affiliated taxi-cab,
- (g) the driver submits for encashment any prescribed voucher that has been uttered or rejected on account of suspected fraud.

PROFESSIONAL DEVELOPMENT

If the board so requires, an affiliate who at the time of adoption of this Rule—

- (a) has less than three years' experience—
 - (i) as a licence holder, or
 - (ii) as an assignee, or
 - (iii) in the management of a taxi-cab, and
- (b) does not hold a Taxi-Cab Management Certificate or equivalent qualification awarded by examination of an approved course of studies—

shall, at the election of the board, complete the Taxi-Cab Management Certificate course or equivalent training program and provide evidence of having done so, either—

- (c) before acceptance as an affiliate, or
- (d) within 12 months following the date of affiliation.

Where---

- (a) the board elects to hold an annual briefing of affiliates, and
- (b) the board declares the annual briefing to be an annual general briefing---
every affiliate of the NSP shall attend thereat.

DEALINGS IN LICENCES

Where in respect of an affiliated taxi-cab, an affiliate intends to—

- (a) transfer the licence, or
- (b) assign the licence, or
- (c) cancel or terminate an assignment—
the affiliate must give thirty days' notice to the NSP prior to the sale, assignment or cancellation, as the case may be.

FINANCIAL MANAGEMENT

77.1 Upon the introduction of this Rule the NSP shall open an account, hereinafter called the affiliate's account, under the name of the affiliate in the books of the NSP.

77.2 The account shall be conducted as provided for in these Rules.

78.1 The affiliate shall pay into and maintain sufficient funds in the account to ensure that any monies due and payable to the NSP are available for transfer to the NSP's account on the date specified for payment.

78.2 The following monies due to the affiliate shall, subject to the NSP's lien, also be paid into the account—

- (a) the net proceeds of all vouchers lodged by the affiliate with the NSP for encashment after deduction of—
 - (i) any vouchers disallowed by a credit provider,
 - (ii) any service fee to which the NSP is entitled under these rules,
 - (iii) any other deduction the NSP may make under these rules;
- (b) any other monies due and payable by the NSP to the affiliate from time to time.

The affiliate hereby authorises and instructs the NSP to deduct from the account and pay to the credit of the NSP the following amounts as and when they become due—

- (a) periodic fees as determined from time to time by notice to the affiliate,
- (b) payments in respect of taxi supplies purchased by the affiliate from the NSP,
- (c) payments in respect of services supplied to the affiliate by or on behalf of the NSP,
- (d) any fines or other financial penalties imposed on the affiliate under these rules and not otherwise paid by the affiliate,

- (e) any other payments the affiliate has contracted to make to the NSP from time to time,
- (f) any amount not exceeding \$50 in any consecutive 12 months which the NSP shall levy on the affiliate, in common with all other affiliates of the NSP, for the purposes of funding any activity necessary to enhance, safeguard or promote—
- (i) the right of the licence holder to carry on the business of taxi operator,
- (ii) the status of taxi operators as bailors and taxi drivers as bailees,
- (iii) in any other way protect the rights of subscribers.

The NSP shall have a lien on any monies of the affiliate in the possession of the NSP and may apply such monies to settlement of any debt incurred by the affiliate in respect of the NSP.

- 81.1 This rule applies whenever the NSP elects to provide encashment facilities to one or more affiliates or classes of affiliates of the NSP.
- 81.2 Nothing in this rule obliges the NSP to offer encashment services to an affiliate.
- 81.3 An affiliate who desires to use the NSP's encashment service must lodge the prescribed vouchers with the NSP cash office not more than thirty days after the date on which the prescribed vouchers were made out by the hirer.
- 81.4 The NSP shall be entitled to reject any prescribed voucher at its sole and absolute discretion without being obliged to ascribe any reason for doing so.
- 81.5 A prescribed voucher lodged for encashment—
 - (a) must be collated so that if more than one prescribed voucher is lodged at the same time, all prescribed vouchers drawn on the same scheme provider are grouped separately from prescribed vouchers drawn on other scheme providers,
 - (b) must be completed in full,
 - (c) must be written on the stationery provided by the scheme provider on whom the prescribed voucher is drawn,
 - (d) must bear the stamp of the affiliate on the back of the prescribed voucher,
 - (e) must not have been altered unless each alteration is signed by the hirer who made out the prescribed voucher,
 - (f) must not be submitted more than thirty days after the date on which the prescribed voucher was drawn,
 - (g) must be legible,
 - (h) must be drawn on a scheme provider listed in the NSP's current list of scheme providers,
 - (i) must have been drawn by the hirer of a taxi-cab associated with the affiliate.

If an approved provider refuses to honour a prescribed voucher drawn on it, the face value of the prescribed voucher, and any costs incurred in dishonouring the prescribed voucher, shall be borne by the affiliate who presented the prescribed voucher for encashment.

Where an affiliate seeks expedited encashment of prescribed vouchers, the NSP shall be entitled to charge a service fee not exceeding the rate calculated by the board expressed as a percentage of the face value of the prescribed vouchers for which expedited encashment is approved.

TERMINATION OF AFFILIATION

Where an affiliate seeks to disaffiliate one or more affiliated taxi-cabs, the affiliate shall give thirty days' notice of disaffiliation.

Notwithstanding any other rule of this part, disaffiliation shall not take effect until—

- (a) all livery items and equipment of the NSP and or its contractors are removed from the vehicle in respect of which disaffiliation is proposed and are returned to the NSP,
- (b) any money owed to the NSP by the affiliate in respect of the affiliated vehicle is paid to the NSP.

PART 4 - ENFORCEMENT

COMPONENTS

- 86.1 This Part 4 applies to all subscribers including affiliates (where relevant).
- 86.2 The objectives of this Part 4 are:
- (a) to provide for agreed disciplinary measures and liquidated damages for breaches of these rules to facilitate the efficient operation of the Network and to avoid the cost and inconvenience for both parties of legal action;
 - (b) to assist in the orderly and equitable dispatch of taxi bookings through the Network; and
 - (c) to protect the name and reputation of the NSP.
- 86.3 The disciplinary system provided by the NSP in this Part 4 has the following enforcement and adjudication elements—
- (a) quality control officers
 - (b) the board
 - (c) appeals committee.
- 86.4 Each element shall be of the form and shall have the powers detailed in this Part 4.
- 87.1 The penalties which may be imposed by the NSP on subscribers in accordance with this Part are—
- (a) formal reprimand
 - (b) suspension or part suspension from the Network
 - (c) a combination of (a) and (b)
 - (d) rescission of access to the Network or affiliation (i.e. Dismissal from the Service).
- 87.2 Penalties shall be incurred and inflicted as provided for in this Part 4.
- 87.3 In addition to the penalties set out in clause 87.1, the NSP may, by written notice to a subscriber, require that the subscriber pay to the NSP any monies received by the subscriber as a result of overcharging a fare, whether or not the overcharging was deliberate (the Overcharged Sum). If the NSP demands payment of the Overcharged Sum from a subscriber, and it is not paid within 14 days, the NSP will be entitled to sue the subscriber for recovery of the monies in a Court of competent jurisdiction.
- 88.1 If a subscriber breaches clause 93 of these rules by committing any infringement, the NSP may direct that the subscriber pay liquidated damages to NSP in an amount determined by the NSP but not exceeding \$500.00.

QUALITY CONTROL OFFICERS

- 89.1 The board may appoint as many quality control officers as the board believes are necessary for the purposes of these Rules.
- 89.2 A quality control officer may be appointed on a—
- (a) permanent
 - (b) casual or
 - (c) temporary basis
- 89.3 whether full-time or part-time.
- 89.4 Unless the board otherwise directs, the following personnel are quality control officers by virtue of their relationship with or to the NSP—
- (a) the Shift Manager in charge of the Network at any time

(b) the General Manager.

89.5 The board may organise and manage quality control officers and their activities in any manner the board sees fit that is compatible with these Rules.

A quality control officer has the power—

(a) in respect of complaints—

(i) to initiate a complaint in respect of any breach of these rules by a subscriber,

(ii) to investigate any complaint against a subscriber,

(iii) to require a subscriber to attend an interview for the purpose of investigating a complaint concerning the subscriber,

(iv) to refer a complaint to the quality control officer's superior for a decision,

(v) to dismiss a complaint that is frivolous,

(vi) to impose a penalty, and

(vii) to direct that the subscriber pays liquidated damages pursuant to clause 88.1 of these rules.

(b) when acting as Shift Manager—

(i) to issue an operational direction under these rules;

(ii) where suspension is authorised by any of these rules, to suspend from the Network any driver whose conduct is in breach of that rule or those rules;

(c) in respect of inspections—

(i) to require a subscriber to present a taxi-cab then under the subscriber's control to the NSP for inspection,

(ii) to require a driver to attend at the NSP's premises for inspection of uniform,

(iii) to require a driver to attend at the NSP's premises with a current copy of the NSP prescribed street directory;

(d) in respect of additional duties—

(i) to do any other duty in respect of subscribers as the board may determine from time to time as necessary for the purpose of these rules.

91.1 A quality control officer investigating a complaint—

(a) must keep adequate notes of his or her investigation

(b) must not threaten, intimidate or abuse a subscriber

(c) must not deal with a subscriber in any circumstances which would give rise to an actual or apparent conflict of interest in respect of—

(i) the duty of the quality control officer to enforce these rules, and

(ii) any personal relationship the quality control officer has with a subscriber in respect of whom the quality control officer is investigating a complaint.

91.2 A quality control officer must at all times act impartially, dutifully, and honestly.

APPEALS

92.1 A subscriber may appeal any decision of a quality control officer to the Appeals Committee.

92.2 An appeal must be lodged within 7 business days of a decision.

92.3 A subscriber who intends to appeal the decision of a quality control officer must give notice to the General Manager that he/she wishes to appeal, and the General Manager will then advise a time and date that the appeal will be heard.

92.4 Lodgement of an appeal must be accompanied by a \$150.00 deposit as well as payment of any imposed liquidated damages. The deposit will be refunded when and if the appellant appears at the appeal hearing.

INFRINGEMENTS

93.1 If a subscriber commits any of the infringements proscribed by this clause 93, the NSP may do either or both of the following:

- (a) impose a penalty on the subscriber as set out in clause 87, but not exceeding the Maximum Penalty specified in this clause 93; and
- (b) require the subscriber to pay liquidated damages as set out in clause 88.

93.2 Infringement: Improper signalling over radio (for example, swearing or making indecent remarks over the radio on a query channel):
Maximum Penalty: Dismissal from the Service.

93.3 Infringement: Improper use of radio (for example, wasting air time on a query channel or making unnecessary radio signals)
Maximum Penalty: Dismissal from the Service.

93.4 Infringement: Picking up another mobiles job: Maximum Penalty: Dismissal from the Service.

93.5 Infringement: Illegally or falsely signalling a pick-up of passenger(s): Maximum Penalty: Dismissal from the Service.

93.6 Infringement: Overcharging a fare.

Maximum Penalty: Dismissal from the Service and recovery of the Overcharged Sum pursuant to clause 87.3.

93.7 Infringement: Conduct detrimental to the efficiency of the Service

(CDES):

Maximum Penalty: Dismissal from the Service.

93.8 Infringement: Poor public relations (PPR) (for example, refusal to carry a folding wheelchair, a guide dog, or rude and unnecessary comments to passenger(s).

Maximum Penalty: Dismissal from the Service.

93.9 Infringement: Refusing a fare.

Maximum Penalty: Dismissal from the Service.

93.10 Infringement: Failure to notify a "No Job". Maximum Penalty: Dismissal from the Service.

93.11 Infringement: Falsely declaring a "No Job".

Maximum Penalty: Dismissal from the Service.

93.12 Infringement: Failure to cover a radio booking after acceptance. Maximum Penalty: Dismissal from the Service.

93.13 Infringement: Excessive time to cover booking (ETTC) (Prevailing traffic conditions taken into account).

Maximum Penalty: Dismissal from the Service.

93.14 Infringement: Falsification of a T.S.O. docket: Maximum Penalty: Dismissal from the Service. (Any such matter may be referred to the Police).

93.15 Infringement: Handing out business cards or promotional material not endorsed by the NSP.

Maximum Penalty: Dismissal from the Service.

93.16 Infringement: Driver out of uniform: (S7).

Maximum Penalty: Car denied radio work until cleared at the premises of the NSP.

93.17 Infringement: Driving a dirty car or car in unsatisfactory condition: (S14).

Maximum Penalty: Car denied radio work until cleared at the premises of the NSP.

93.18 Infringement: Fitting and or using any device designed to foil, impede, hinder, defeat or obstruct the proper operation of communication equipment

installed in any Silver Top Taxi. Maximum Penalty: Dismissal from the Service.

This infringement will be deemed to have also been committed by the owner of the vehicle where he or she was aware of the existence of such a device.

93.19 Infringement: Driving engaged without taxi meter turned on. Maximum Penalty: Dismissal from the Service.

93.20 Infringement: When working any Macedon Taxi Services taxi the radio/mobile data terminal and eftpos terminal must be operational for the duration of any shift.

Maximum Penalty: Car denied radio work until cleared at the premises of the NSP.

93.21 Infringement: Driving a Macedon Taxi Services Taxi for hire with a Notice of Unroadworthiness attached:

Penalty: Immediately barred from being issued with radio bookings until the notice is removed by the relevant authority. Continued

infringement of this regulation shall incur a maximum penalty of dismissal from the Service.

93.22 Infringement: Disclosing a PIN number to another person. Maximum Penalty: Dismissal from the Service.

93.23 Infringement: Using the PIN number of another person. Maximum Penalty: Dismissal from the Service.

93.24 Infringement: Coercing or attempting to coerce another person into disclosing his or her PIN number.
Maximum Penalty: Dismissal from the Service.

93.25 Infringement: Turning on taxi meter to indicate contact with passenger for job taken when no contact has been made.
Maximum Penalty: Dismissal from the Service.

93.26 Infringement: Turning off taxi meter to gain a higher plot position when a hiring is still in progress:
Maximum Penalty: Dismissal from the Service.

93.27 Infringement: Failure to notify change of Registration number within 7 days.
Maximum Penalty: Dismissal from the Service.

94.1 The quality control officer that imposes a claim for liquidated damages must set the date by which the amount of liquidated damages is to be paid.

94.2 Where an amount of liquidated damages is not paid by the due date, the subscriber shall incur the following suspension until the amount of liquidated damages is paid—

(a) if the subscriber is an affiliate—Network facilities shall be suspended to every taxi-cab for which the affiliate has a contract of affiliation with the NSP,

(b) if the subscriber is a driver—his or her accreditation shall be suspended.

94.3 An amount imposed under these rules shall be a debt owed to the NSP by the subscriber and shall, if not paid by the due date, be recoverable in the ordinary manner provided by law.