

SYD CABS

OPERATOR AGREEMENT — NEW SOUTH WALES

This Agreement is made on the date specified in Item 6 of the Schedule.

BETWEEN:

W EATS PTY LTD (ABN 68 649 215 967) trading as SYD CABS, of 43-45 Claremont Avenue, Greenacre NSW 2190 ("SYD CABS")

AND:

The person or entity specified in Item 1 of the Schedule ("the Operator")

Recitals

- (A) SYD CABS has established expertise in administering taxi services and is an authorised booking service provider in the State of New South Wales for the provision of booking services within the taxi service area specified in Item 2 of the Schedule ("the Area").
- (B) The Operator wishes to become an affiliated provider with SYD CABS and to provide taxi services as part of the Fleet, and SYD CABS has requested that the Operator enter into this Agreement.

Operative provisions

1 SYD CABS' obligations

SYD CABS agrees to provide a booking service, and administrative and other services, to the Operator from the date specified in Item 7 of the Schedule ("the Commencement Date"), subject to the terms and conditions set out in this Agreement.

2 Affiliated provider

- (a) SYD CABS agrees that the Operator is an affiliated provider with SYD CABS from the Commencement Date until termination of this Agreement.
- (b) This Agreement commences only when the Operator has attended the SYD CABS office at 43-45 Claremont Avenue, Greenacre NSW 2190 with the Vehicle and the original supporting documents, and SYD CABS has verified the Operator's identity, the Vehicle and those documents. The office is open for verification Monday to Friday between 12pm and 6pm and no appointment is required.
- (c) Where the Operator is unable to attend, verification may be completed through an authorised contact nominated under clause 4B, provided that person attends in person and is verified by SYD CABS.
- (d) Until verification is complete, neither the Operator nor the Vehicle is onboarded with SYD CABS, and this Agreement does not commence.

3 The Fleet

The Operator acknowledges and agrees that:

- (a) They understand their responsibilities under the Point to Point Transport (Taxis and Hire Vehicles) Act 2016, with particular reference to Part 2 — Safety of Services, and to the conditions of taxi licences under Part 4.
- (b) SYD CABS is required to maintain records of Affiliated Vehicles, to have procedures in place to ensure that vehicle standards under the Transport Legislation are complied with, and to meet certain obligations relating to the use of wheelchair accessible vehicles and substitute vehicles.

- (c) SYD CABS has rules, procedures and policies relating to the standards, obligations and expectations of Affiliated Vehicles and their operation within the Fleet, and the Operator will make all reasonable efforts to meet these standards.
- (d) During the term of this Agreement SYD CABS consents to the use by the Operator of the Intellectual Property. On termination the Operator must discontinue that use and must not represent any vehicle as part of the Fleet.

3A Documents forming part of this Agreement

The following documents form part of this Agreement, and the Operator must comply with each of them:

- (a) the SYD CABS Operator Rules of Operation;
- (b) the SYD CABS Safety Management System; and
- (c) the SYD CABS Complaint Handling Policy.

Each is published at www.sydcabs.au and a copy is provided to the Operator at verification. Where a document is amended, the current version applies from the version date shown on it, and SYD CABS will give the Operator reasonable notice of any amendment.

Where a term of this Agreement conflicts with a term of a document listed above, this Agreement prevails.

4 Operator's obligations

The Operator agrees that during the term of this Agreement:

- (a) The Operator must comply with the Point to Point Transport (Taxis and Hire Vehicles) Act 2016 and the Regulation made under it, and must ensure that drivers used in the provision of the taxi services do the same.
- (b) The Operator must comply with the Rules of Operation, the Safety Management System and the Complaint Handling Policy, and must ensure that drivers used in the provision of the taxi services do the same.
- (c) The Operator must ensure that drivers used in the provision of the taxi services are affiliated with SYD CABS and are eligible and authorised under the Point to Point Transport Commissioner.
- (d) The Operator must ensure that vehicles used in the provision of the taxi services are Affiliated Vehicles.
- (e) The Operator must notify SYD CABS immediately of any notifiable occurrence involving an Affiliated Vehicle or a driver, so that SYD CABS may report it to the Point to Point Transport Commissioner as required.
- (f) The Operator must notify SYD CABS within seven days of any change to their authorisation, insurance, taxi licence, the eligibility of any driver they engage, or the ownership or registration of any Affiliated Vehicle.
- (g) The Operator must keep a logbook and service records for each Affiliated Vehicle, and must retain them for not less than seven years.
- (h) The Operator must monitor driver fatigue, must ensure drivers take adequate rest breaks and scheduled days off, and must not permit a driver to operate an Affiliated Vehicle while fatigued.

Guidance on fatigue management, driver rest breaks and pre-shift fatigue checks is set out in the SYD CABS Safety Management System, which is published at www.sydcabs.au and may be downloaded at any time.

4A Driver rental agreements

- (a) Where the Operator rents, leases, bails or otherwise makes an Affiliated Vehicle available to a driver, the Operator must have a written agreement with that driver in place before the driver operates the vehicle.
- (b) The written agreement must record, as a minimum: the identity of the driver and their NSW driver licence number; the vehicle and its registration number; the period or shift pattern of the hire; the amount payable and how it is calculated; who bears responsibility for fuel, tolls, cleaning, maintenance and fines;

and the driver's obligation to comply with the Point to Point Transport (Taxis and Hire Vehicles) Act 2016, the Regulation made under it, and the Safety Management System and the Rules of Operation.

- (c) The Operator must provide a copy of any such agreement to SYD CABS on request within 48 hours, and must notify SYD CABS when an agreement is entered into, varied or ends.
- (d) The Operator must retain each agreement for not less than seven years after it ends.
- (e) A rental agreement under this clause does not make the driver a party to this Agreement and does not relieve the Operator of any obligation under it. The Operator remains responsible to SYD CABS for the acts and omissions of any driver to whom the Operator makes an Affiliated Vehicle available.

4B Authorised contact

- (a) Where the Operator is unable to deal with SYD CABS directly, the Operator must nominate an authorised contact in the form required by SYD CABS, specifying which matters that person is authorised to deal with.
- (b) A nomination takes effect only when the nominated person has confirmed their acceptance to SYD CABS in writing, and remains in effect until the Operator revokes it in writing.
- (c) The Operator remains responsible for all obligations under this Agreement and is bound by anything done by the authorised contact within the scope of the nomination.
- (d) The Operator must notify SYD CABS within seven days if the authorised contact's details change or the nomination ends.

4C Vehicle inspections

- (a) The Operator must present each Affiliated Vehicle to SYD CABS for inspection at least once every six months, and at any other time on reasonable notice.
- (b) SYD CABS will record the outcome of each inspection and give the Operator a copy.
- (c) Where an inspection identifies a defect or a failure to meet vehicle standards, the Operator must remedy it within the time SYD CABS specifies and present the Vehicle again if asked.
- (d) If the Operator does not present a Vehicle when required, SYD CABS may suspend the taxi booking service for that Vehicle under clause 9(e) until it is presented.

4D Meetings

- (a) The Operator, or their authorised contact under clause 4B, must attend meetings with SYD CABS when reasonably requested, either by video conference or in person at the SYD CABS office.
- (b) SYD CABS will give at least three business days' notice of a meeting, except where the matter is urgent — including a safety incident, a notifiable occurrence, a passenger complaint, or a request from the Point to Point Transport Commissioner — in which case SYD CABS may require attendance sooner.
- (c) If the Operator does not attend without reasonable excuse, SYD CABS may suspend the taxi booking service under clause 9(e) until the meeting takes place.

4E Rent-to-own arrangements

- (a) Where the Operator enters into a rent-to-own, hire-purchase or similar arrangement with a driver in respect of an Affiliated Vehicle, the Operator must have a written agreement with that driver meeting the requirements of clause 4A which also records the purchase price, the payments made toward it, and when and how registration is to transfer; must nominate that driver as an authorised contact under clause 4B; and must provide SYD CABS with a copy of the agreement before the driver takes possession of the Vehicle.

- (b) The Operator must notify SYD CABS in writing before registration of the Vehicle transfers to the driver, and not afterwards.
- (c) Until registration transfers and SYD CABS confirms the change under clause 4F, the Operator remains responsible under this Agreement for the Vehicle, for the conduct of the driver, and for compliance with the Point to Point Transport (Taxis and Hire Vehicles) Act 2016 and the conditions of any taxi licence held by the Operator.
- (d) Nomination of a driver as an authorised contact does not transfer any obligation of the Operator under this Agreement.

4F Change of operator

- (a) Where the Operator sells, transfers or disposes of an Affiliated Vehicle, SYD CABS will issue a change of operator letter on receipt of evidence of the sale or disposal — being a contract of sale, sale deed or disposal letter identifying the Vehicle and the transferee — together with the Operator's written request specifying the effective date.
- (b) SYD CABS is not required to issue the letter until all amounts owing by the Operator to SYD CABS have been paid in full, including any balance under a Finance Schedule; all SYD CABS equipment has been returned, or SYD CABS has agreed in writing that the transferee will assume the Finance Schedule; and SYD CABS livery and Intellectual Property have been removed from the Vehicle in accordance with clause 3(d).
- (c) The Operator remains responsible under this Agreement for the Vehicle until the effective date stated in the letter.

5 Insurances

Insurance of an Affiliated Vehicle owned by the Operator is the Operator's responsibility. In respect of each such vehicle, the Operator must:

- (a) maintain compulsory third party insurance, comprehensive or third party property insurance, and appropriate general and products liability insurance in relation to the taxi services provided by the Operator;
- (b) ensure that the interest of SYD CABS is noted on the policies;
- (c) supply satisfactory evidence of the currency of each policy to SYD CABS; and
- (d) supply updated evidence to SYD CABS before a policy expires, and immediately if a policy is cancelled, lapses or is varied.

SYD CABS may suspend the taxi booking service for a Vehicle where evidence of current insurance has not been supplied, and may continue that suspension until updated evidence is received. A suspension under this clause does not affect the Operator's liability for Service Fees.

SYD CABS does not insure the Operator's vehicle and gives no assurance that any policy held by the Operator is adequate, current or fit for the Operator's purposes. Checking currency is a condition of affiliation and is not advice to the Operator on their insurance.

This clause does not apply to a vehicle owned by SYD CABS and rented to the Operator. For such a vehicle, SYD CABS holds the insurance, and the Operator's responsibilities are those set out in the rental agreement for that vehicle.

6 Service fees and other charges

The Operator must pay to SYD CABS the Service Fees and other charges as determined by SYD CABS from time to time. The Service Fees and other charges applicable to each Affiliated Vehicle at the Commencement Date are specified in Item 4 of the Schedule. SYD CABS may, on reasonable notice to the Operator, vary the amount and nature of the Service Fees and other charges and specify the method of their periodic payment.

6A Equipment and onboarding costs provided on credit

- (a) Where SYD CABS agrees to provide equipment, camera fitout, livery or onboarding services to the Operator on credit, the amount financed, the upfront payment, the repayment schedule and any fees are set out in the Finance Schedule.
- (b) No interest is charged on amounts financed under this clause.
- (c) The upfront payment specified in Item 5 of the Schedule is applied to the onboarding cost and is not refundable.
- (d) The Operator must complete and maintain a valid Direct Debit Request authorising collection in accordance with the Finance Schedule, and must ensure sufficient funds are available on each due date. The Operator must not cancel or vary the Direct Debit Request while any amount remains owing without SYD CABS' written agreement.
- (e) The Operator declares that credit provided under this clause is applied wholly or predominantly for business purposes.
- (f) Equipment supplied under this clause remains the property of SYD CABS until paid for in full. SYD CABS may register its interest in that equipment on the Personal Property Securities Register, and the Operator must provide any information reasonably required for that purpose.
- (g) If a direct debit is dishonoured, SYD CABS may charge the reasonable cost of the dishonour. If the Operator fails to remedy a default within seven days of written notice, the whole balance becomes payable.
- (h) Clause 12B applies to any amount owing under this clause.

7 GST

In relation to all payments to be made by the Operator under this Agreement, the Operator must pay to SYD CABS an amount directly or indirectly attributable to GST payable for the supply by SYD CABS, where "GST" and "supply" have the meaning given by A New Tax System (Goods and Services Tax) Act 1999.

8 Accounting

This clause applies only where SYD CABS processes payments on the Operator's behalf, being where an Affiliated Vehicle is fitted with a Cabcharge terminal supplied through SYD CABS, or where the Operator presents TTSS vouchers under clause 15A. Where a Vehicle is fitted with the Operator's own payment terminal, fares taken on that terminal are settled by the Operator's own provider and do not pass through SYD CABS.

Where this clause applies, the Operator authorises and directs SYD CABS to open and conduct an account and to make credits and debits from that account as authorised under this Agreement. The Operator authorises SYD CABS:

- (a) to debit the account with all moneys owed to SYD CABS by the Operator on any account whatsoever;
- (b) to credit the account with the face value of any approved transactions including EFTPOS and electronic transactions, dockets or vouchers; and
- (c) to pay the Operator the credit balance of the account at least once in every month during the term of this Agreement.

SYD CABS will from time to time issue a statement or tax invoice to the Operator, and the Operator must pay the debit balance (if any) on or before the due date.

9 Further acknowledgments by the Operator

The Operator acknowledges and agrees that:

- (a) SYD CABS is required to fulfil certain obligations under the terms of its authorisation in accordance with the objectives of the Point to Point Transport (Taxis and Hire Vehicles) Act 2016.

- (b) The Operator must co-operate with SYD CABS and comply with any reasonable request made by SYD CABS in relation to the taxi services provided by the Operator, including the provision of camera footage retrieved by a technician and other authorised evidence within the time specified.
- (c) SYD CABS may amend the Rules of Operation, the Safety Management System and the Complaint Handling Policy from time to time on reasonable notice to the Operator.
- (d) This Agreement is personal to the Operator, and the benefit of it may not be transferred without the written consent of SYD CABS.
- (e) SYD CABS may, without limiting its right to terminate, suspend the taxi booking service for an Affiliated Vehicle where the Operator or a driver used in the provision of the taxi service is in breach of this Agreement, the Rules of Operation or the Safety Management System, or where a complaint is upheld against the Operator or such a driver under the Complaint Handling Policy. A suspension under this paragraph is applied in accordance with the Operator Rules Scale set out in the Rules of Operation or the Complaint Scale set out in the Complaint Handling Policy, whichever applies, and may exceed seven days where that scale so provides.
- (f) Separately from paragraph (e), SYD CABS may suspend the taxi booking service for an Affiliated Vehicle where an amount payable under this Agreement is overdue, or where evidence required under clause 4C, 4D or 5 has not been supplied, and may continue that suspension until the amount is paid or the evidence is supplied. A suspension under this paragraph is not a step on the scale in the Rules of Operation and does not affect the Operator's liability for Service Fees.
- (g) SYD CABS is not responsible for any failure to provide the taxi booking service arising from any cause outside its reasonable control, including strikes, equipment failure, telecommunications failure or government intervention.

10 Indemnity

The Operator agrees to indemnify and keep indemnified SYD CABS from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which SYD CABS may become liable as a result of any act, default or omission by the Operator or by the drivers, servants or agents used by the Operator in the provision of the taxi services.

10A Limitation of liability

- (a) SYD CABS provides a booking service and administrative services. The Operator is responsible for the Vehicle, for its insurance, registration and roadworthiness, for the drivers they engage, and for the conduct of their own business.
- (b) To the extent permitted by law, SYD CABS is not liable to the Operator for any loss of income, profit, fares or business opportunity; any loss arising from the Operator's insurance being inadequate, lapsed, cancelled or declined; any act or omission of a driver engaged by the Operator; any loss arising from interruption to or failure of a third party system, including the dispatch system, in-vehicle equipment, EFTPOS terminals or payment providers; or any indirect or consequential loss.
- (c) Where SYD CABS checks a document supplied by the Operator, including an insurance policy, a registration, a taxi licence or an ABN, it does so as a condition of affiliation and not as advice to the Operator. SYD CABS gives no assurance that any such document is adequate, current or fit for the Operator's purposes, and the Operator remains responsible for its accuracy and currency.
- (d) To the extent permitted by law, SYD CABS' total liability to the Operator under this Agreement in any twelve month period is limited to the Service Fees paid by the Operator to SYD CABS in that period.
- (e) Nothing in this clause excludes, restricts or modifies any liability that cannot be excluded, restricted or modified by law, including SYD CABS' duties under the Point to Point Transport (Taxis and Hire Vehicles) Act 2016 and any guarantee under the Australian Consumer Law that cannot be excluded.

11 Term and termination

- (a) This Agreement commences on the Commencement Date and continues for a minimum term of three months.
- (b) The Operator may not terminate this Agreement during the minimum term unless all amounts owing to SYD CABS have been paid in full.
- (c) After the minimum term, either party may terminate this Agreement by giving one month's written notice to the other.
- (d) This clause does not limit SYD CABS' right to terminate for breach under clause 12, or to suspend under clause 9(e).
- (e) Termination does not affect any amount already owing, or any right that has already accrued.

12 Termination for breach

If the Operator is in breach of any term of this Agreement, SYD CABS may terminate this Agreement by written notice to the Operator, effective on receipt. Such termination does not limit SYD CABS' entitlement to recover any moneys payable under this Agreement.

12A Recovery of money owed

- (a) If the Operator fails to pay any amount due under this Agreement by its due date, SYD CABS may recover that amount as a debt in any court or tribunal of competent jurisdiction.
- (b) The Operator is liable for SYD CABS' reasonable costs of recovery, including debt collection agency fees and legal costs.

12B Credit reporting

- (a) The Operator acknowledges that SYD CABS may obtain information about the Operator's commercial creditworthiness from a credit reporting body, and may disclose information about the Operator to a credit reporting body, including information about amounts overdue for payment under this Agreement.
- (b) Any disclosure under this clause will be made in accordance with the Privacy Act 1988 (Cth) and the Privacy (Credit Reporting) Code.
- (c) SYD CABS will give the Operator written notice of an overdue amount, and a reasonable opportunity to pay it, before disclosing information about that amount to a credit reporting body.

12C Passenger refunds and recovery

- (a) Where SYD CABS refunds or compensates a passenger because of the conduct of the Operator, of a driver engaged by the Operator, or of an Affiliated Vehicle — including an overcharge, a fare taken without the meter, an unauthorised route, or a trip taken while the Vehicle was suspended — the amount refunded is recoverable from the Operator.
- (b) SYD CABS will tell the Operator what has been established and the amount refunded, and will give the Operator an opportunity to respond, before recovering it.
- (c) Where the fare was processed through a Cabcharge terminal supplied through SYD CABS, or through a TTSS voucher, SYD CABS may set the amount off against the account kept under clause 8. Otherwise the amount is payable on demand and is recoverable as a debt under clause 12A.
- (d) Nothing in this clause prevents the Operator from recovering the amount from the driver concerned under a rental agreement made under clause 4A. SYD CABS is not a party to that recovery.

12D Privacy and personal information

- (a) In administering this Agreement SYD CABS collects personal information about the Operator, their authorised contact and the drivers they engage. That information includes names, dates of birth, contact details, addresses, driver licence and authority numbers, ABN or ACN, bank account details for settlement, photographs on identification documents, and the results of driver and vehicle checks made through the Point to Point Transport Commissioner's systems.
- (b) SYD CABS collects that information to verify identity and eligibility, to meet its obligations as an authorised booking service provider under the Point to Point Transport (Taxis and Hire Vehicles) Act 2016, to administer this Agreement and to investigate complaints and incidents.
- (c) SYD CABS may disclose that information to the Point to Point Transport Commissioner and other regulators where required or authorised by law; to its dispatch system provider, accounting and payment providers, and insurers, for the purposes above; and to a credit reporting body in accordance with clause 12B. SYD CABS does not sell personal information and does not disclose it for marketing.
- (d) SYD CABS keeps records for not less than seven years, as required by the Transport Legislation, and holds them securely with access limited to staff who need it for their work.
- (e) The Operator may ask SYD CABS for access to the personal information SYD CABS holds about them, and may ask for it to be corrected, by writing to the address in this Agreement. SYD CABS will respond within a reasonable time.
- (f) The Operator must obtain the consent of each driver they engage to the collection and disclosure of that driver's personal information as described in this clause, and must not provide SYD CABS with personal information about any person without that consent.
- (g) SYD CABS handles personal information in accordance with the Privacy Act 1988 (Cth).

13 Return of equipment

Equipment provided by SYD CABS remains the property of SYD CABS. On termination of this Agreement, or where any amount for that equipment remains unpaid, the Operator must make the Vehicle available so that the equipment can be removed. SYD CABS will give reasonable notice of the time and place for removal, and the Operator must pay the reasonable cost of it.

14 Stamp duty

The Operator must pay any stamp duty assessed by Revenue NSW in relation to this Agreement.

15 EFTPOS settlement

Not every Affiliated Vehicle is fitted with a Cabcharge terminal. Where a Vehicle is fitted with a Cabcharge terminal supplied through SYD CABS, Cabcharge settlements will be made at least twice weekly to the bank account nominated by the Operator. Where a Vehicle is not so fitted, the Operator is responsible for their own payment terminal and for its settlement, and SYD CABS makes no settlement in respect of it.

15A Taxi Transport Subsidy Scheme

- (a) SYD CABS participates in the Taxi Transport Subsidy Scheme. The Operator must ensure that every driver of an Affiliated Vehicle accepts TTSS travel by an eligible passenger and does not refuse a hiring because the passenger intends to pay by TTSS.
- (b) Where an Affiliated Vehicle is fitted with a Cabcharge terminal supplied through SYD CABS, both the TTSS smartcard and the TTSS paper voucher are accepted, and the driver must tell the passenger so.
- (c) Where an Affiliated Vehicle is not fitted with a Cabcharge terminal, the TTSS smartcard cannot be processed. The driver must tell the passenger, before the hiring begins or as soon as the passenger indicates they intend to use TTSS, that the Vehicle accepts the TTSS paper voucher only.

- (d) For a voucher hiring, the driver completes the voucher with the passenger and presents it at the SYD CABS office at 43-45 Claremont Avenue, Greenacre NSW 2190. SYD CABS pays the subsidy portion to the driver on presentation of a correctly completed voucher.
- (e) A voucher that is incomplete, altered, unsigned, or that does not match the trip recorded by the meter, may be rejected. SYD CABS may recover from the Operator any subsidy paid on a voucher later found to be invalid.
- (f) The Operator must ensure drivers are trained in the correct handling of TTSS cards and vouchers, and must tell SYD CABS which of their Affiliated Vehicles are fitted with a Cabcharge terminal and of any change to that.
- (g) Refusing an eligible TTSS passenger, or failing to tell a passenger which payment methods the Vehicle accepts, is a breach of these obligations and is dealt with under the Rules of Operation.

16 Changes to this Agreement

SYD CABS may vary the terms of this Agreement from time to time for operational or administrative purposes, on reasonable written notice to the Operator. Where a variation would materially disadvantage the Operator, the Operator may terminate this Agreement on written notice given within 30 days of the notice of variation, without further liability beyond amounts already owing.

17 Clearance certificate

Fees continue to be charged to the Operator's account until the account is fully closed. If Cabcharge EFTPOS equipment, including antennas and cables, has been installed, it will be removed unless a Cabcharge Transfer of Terminal Request form has been completed and executed by authorised officers of both parties and Cabcharge.

18 Passenger Service Levy

The Operator must comply with the Passenger Service Levy as required under the Point to Point Transport (Taxis and Hire Vehicles) Act 2016. All taxi service providers and booking service providers must register as a taxpayer via the Industry Portal on the Point to Point Transport Commissioner's website and submit levy returns. This levy is a mandatory condition of authorisation. Further information is available at www.pointtopoint.nsw.gov.au.

19 Notices

- (a) A notice under this Agreement must be in writing and may be given by email to the address specified in Item 1 of the Schedule, or by post or hand delivery to the address specified there.
- (b) A notice given by email is taken to be received on the day it is sent, unless the sender receives a delivery failure notification. A notice given by post is taken to be received three business days after posting.
- (c) Each party must notify the other within seven days of any change to its address for notices.

20 Governing law

This Agreement is governed by the law of New South Wales, and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

21 General

- (a) This Agreement is the entire understanding between the parties in relation to its subject matter and replaces any earlier discussions or agreements.
- (b) If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions continue in effect.

- (c) A failure by SYD CABS to enforce a provision of this Agreement is not a waiver of that provision.
- (d) This Agreement may be accepted electronically, and electronic acceptance has the same effect as signature.

22 Definitions

In this Agreement, unless the context otherwise requires:

- (a) "Affiliated Vehicle" means a taxi that is licensed under the Point to Point Transport (Taxis and Hire Vehicles) Act 2016, is recorded by SYD CABS as affiliated with its booking service, and is listed in Item 3 of the Schedule or notified to and accepted by SYD CABS after the Commencement Date.
- (b) "affiliated provider" has the meaning given by section 5 of the Point to Point Transport (Taxis and Hire Vehicles) Act 2016.
- (c) "Communications System" means the dispatch and communications system operated or nominated by SYD CABS, including the dispatch system and any in-vehicle device connected to it.
- (d) "Complaint Handling Policy" means the SYD CABS Complaint Handling Policy as published at www.sydcabs.au and as amended from time to time.
- (e) "Equipment" means the in-vehicle equipment owned and supplied by SYD CABS, namely the tablet if provided, Wi-Fi modules, mounting brackets, duress equipment and tracking equipment.
- (f) "Finance Schedule" means the schedule of amounts financed and payments issued to the Operator under clause 6A.
- (g) "the Fleet" means all Affiliated Vehicles from time to time.
- (h) "Intellectual Property" means the SYD CABS name, logo, livery, signage, artwork and any other mark or material owned or licensed by SYD CABS.
- (i) "Rules of Operation" means the SYD CABS Operator Rules of Operation as published at www.sydcabs.au and as amended from time to time.
- (j) "Safety Management System" means the SYD CABS Safety Management System as published at www.sydcabs.au and as amended from time to time.
- (k) "SYD CABS" means W Eats Pty Ltd (ABN 68 649 215 967) trading as SYD CABS.
- (l) "SYD CABS Safety Camera" means the taxi camera rented from, owned by or supplied by SYD CABS, or paid for by SYD CABS until the Operator has compensated SYD CABS for it.
- (m) "Cabcharge" means the Cabcharge payment terminal and associated equipment supplied through SYD CABS and fitted to some but not all Affiliated Vehicles.
- (n) "TTSS" means the Taxi Transport Subsidy Scheme administered by Transport for NSW, under which an eligible passenger pays a subsidised fare by TTSS smartcard or TTSS paper voucher.
- (o) Any term defined in New South Wales transport legislation has the same meaning in this Agreement.

Schedule

Item	Description	Detail
1	The Operator	Full legal name, ABN or ACN, residential or registered address, email address and telephone number
2	Taxi Service Area	Within the State of New South Wales and other areas as nominated by the NSW Government

Item	Description	Detail
3	Affiliated Vehicles	Registration number, taxi licence number, make and model of each vehicle covered by this Agreement
4	Service Fees and other charges	Network fee including levy, payable monthly in advance. Service fee as per invoice, including GST and Passenger Service Levy
5	Upfront payment	The amount paid toward onboarding costs before any equipment is fitted. Applied to the onboarding cost and not refundable
6	Date of Agreement	The date this Agreement is signed
7	Commencement Date	The date on which the Operator attended the SYD CABS office and verification was completed under clause 2

Execution

By signing below, the Operator confirms they have read this Agreement in full, have had the opportunity to ask questions about it, and agree to be bound by it.

The Operator

Signature

Full name

Date

For and on behalf of SYD CABS

Signature

Full name and position

Date

References to legislation in this Agreement are to the law as in force at the version date shown in the footer.