

# Terms for Cool Cabs Drivers

## TERMS FOR DRIVERS

These Terms set forth the main terms and conditions applying to and governing the agreement between you (In these Terms “driver”, “you”, “your” and “yours” refer to the person using the driver app and platform and “we”, “us” and “our” refer to Cool Cabs Taxi Pty Ltd.)

In order to access and use the Cool Cabs App, you must agree to the terms and conditions that are set forth below, by agreeing to the Terms and Conditions you give consent to Cool Cabs the ASP for relevant DVD checks with Point to Point Transport.

### Consent

I consent to the above Authorised Service Provider (ASP) <entering my driver licence into the DVD / continue using my driver licence in the DVD> for the purpose of confirming that I am an eligible driver under point to point transport law. I understand that the ASP will be able to check whether I have the relevant driver licence to provide passenger services and whether I have any disqualifying offences recorded against my name (criminal charges, serious driving offences and point to point safety offences).

## 1. Cool Cabs Service

1.1 The Cool Cabs App provides an Online, web and digital marketplace that allows you to receive requests for Transportation Services and related services interested in using the passenger transportation provided by you.

1.2 For the purposes of the Agreement, the transportation services provided by you to Customers/Passengers that are matched through the Cool Cabs App shall be referred to as the Transportation Services.

1.3 To avoid doubt, you acknowledge and agree that Cool Cabs does not provide Transportation Services. You shall provide the Transportation Services as an independent business on your own account to the Customer

as independent providers of point-to-point transportation to receive and fulfill requests for Transportation Services.

1.4 You are entitled to provide passenger transportation services independently of this arrangement, but once you accept a request as a partner driver; you have sole responsibility for the provision of those Transportation Services as per the passenger's request. You can use other software services in order to find work, as part of your business on your own account.

1.5 You agree to pay Cool Cabs Fee or commission in relation to Transportation Services referred to you through the Cool Cabs App.

1.6 Cool Cabs does not guarantee the number of requests by the Customers and can in no way be considered to be a person acting on behalf or in the name of the Passenger/Customer. Cool Cabs simply connects you as a driver and Passenger/Customers so that you can provide Services to the Passenger/Customer.

1.7 Every Service provided by you to a Customer shall constitute a separate agreement between you and Passenger/Customers. Subject to your safety obligations under the Point To Point Fatigue Management Policy, these matters remain entirely within your sole discretion.

## **2. ENTRY INTO THE AGREEMENT**

2.1 Before using the Cool Cabs App you must register an account with Cool Cabs and in doing so you agree to be bound by the Agreement. As part of the registration process, you must provide the requested information in the signup application and provide all the necessary documentation requested by Cool Cabs. Cool Cabs may review such information and the relevant documentation and shall determine, in its sole discretion, whether or not to accept your application. You will be granted a licence/permission to use the driver app and platform and be issued with a driver account and temporary password. Only once this has occurred are you permitted to use the driver app and platform and provide Transportation Services.

2.2 The username and password are personal and is not transferable without the written consent of Cool Cabs. The username and password is the process used by Cool Cabs to identify users of the Cool Cabs App and Website and it is very important. You acknowledge and agree that you are responsible for all activity that occurs in relation to your driver account and you should not share or disclose your account information to anyone else. You are responsible for use of the Cool Cabs App or Website and all information posted by anyone using your username and password. Any breach of security of a username and password must be notified to Cool Cabs immediately.

2.3 At the end of the signup application, you represent and warrant that you are entitled to enter into an agreement with Cool Cabs to use the Cool Cabs App; agree to be bound by the General and Specific Terms, including all your obligations, all of the information presented to Cool Cabs by you is, correct, complete and fully accurate, you will not use the Cool Cabs App for unauthorised, illegal or unlawful purposes, you will not copy or distribute the Cool Cabs App or content at anytime. You will fully comply with all laws and regulations applicable in the state you are providing Transportation Services, you will not authorise any other person or persons to use your account without the written consent of Cool Cabs; you will keep the Cool Cabs account accurate and profile/personal information updated at all times and within 24 hours update the changes; you fully agree with the Privacy Policy of Cool Cabs provided on the Website [www.halfpricetaxi.com.au](http://www.halfpricetaxi.com.au)

2.4 After the signup application submission, you will receive an e-mail with additional conditions to provide including:

- Unrestricted Australian Driver's Licence.
- Passport or Australian Birth Certificate.
- Vehicle Registration Certificate.
- Vehicle Insurance Certificate minimum of third-party property damage.
  
- Driving Record from RMS

- ABN
- Profile Face Picture
- Authority to Drive. (eg. in NSW, this would be your Driver Authority Card or your Passenger Transport License Code).
- Vehicle Pictures (front, both sides and rear) of good quality
- Criminal Background Check, if any please don't apply, it will get rejected.

2.5 You have to comply with Terms applicable in the State of the Services, failure to comply with the General/Specific Terms will result in termination of the Agreement and your right to use the Cool Cabs App.

you will not transmit files that contain Trojans, viruses, corrupted files, or any other executable programs that may damage or affect the operation of, Cool Cabs Services/Website/App/hardware, or any equipment.

You will not attempt to gain unauthorized access to Cool Cabs Services/Website/App/hardware, or any equipment.

You will not publish, post, upload, e-mail, distribute, or disseminate any infringing /inappropriate/ defamatory/ misleading/ profane/ obscene/indecent and unlawful content.

After termination of the Agreement, you must immediately handover or remove and stop using any signs or stickers and advertising materials that refer to Cool Cabs.

### **3. PROVISION OF APP BOOKED SERVICES**

3.1 Every time a request is accepted for Transportation Service from a passenger you agree that:

You as a driver partner have, hold and maintain all required licences approvals, registrations, certifications, permits, vehicle and personal indemnity insurances and other documentation required in every relevant jurisdiction;

You as a driver partner will comply with and abide by all relevant traffic and road laws and regulations while you are driving;

You as a driver partner will only use the approved vehicle as part of your application;

you as a driver partner will provide the Transportation Services in a professional and courteous manner.

you as a driver partner will not operate the Cool Cabs driver app and platform while driving and will only access and interact with the Cool Cabs driver app when it is legal and safe to do so as per the road rules and regulation;

you as a driver partner will take the route that is reasonably shorter likely to cost the passenger the less and not make any unnecessary stops unless requested by the customer to take a particular route;

and you as a driver partner will not transport anyone other than the passenger and co-passengers in the vehicle. (No Pooling)

#### **4. Costs for Equipment:**

4.1 You are obliged to provide and maintain all equipment and means that are necessary to perform the Transportation Services at your own expense, including a vehicle, smart device and data plan. You are responsible for any costs that you incur in accepting and fulfilling a request for Transportation Services, including, but not limited to, fuel, mobile and data plan costs, vehicle, all insurance, relevant taxes etc.

#### **5. Fares:**

5.1 The passenger will be liable to pay you a fare for the Transportation Services you provide to the passenger. the passenger is liable to pay for the Transportation Services for the duration of the specific travel and any other fixed costs that relate to the journey including, without limitation, any tolls, other fees (airport toll). The Fare may fluctuate based on the local market situation, conditions and demand. The Fare includes any GST payable for the Transportation Services you provide to Passengers.

5.2 Cool Cabs may adjust your Fare if found wrongful activity or a complaint by the Customer indicates wrongful activity by you. Cool Cabs will only exercise its right to reduce or cancel the Fare in part or full in a reasonable and justified manner.

#### **6. Receipts of the Trip:**

6.1 Cool Cabs shall create a receipt describing the route, Fare, time and other relevant information of the trip. You will be able to access the receipt of each trip from Portal. Any corrections that you wish to make to Fare calculation has to be submitted If a request for Fare Review has not been submitted then, Cool Cabs shall have

no obligation or authority to recalculate the Fare and reimburse you any error in Fare. The decision will be final.

## **7. Cancellation Fee:**

7.1 If the Customer cancels the request for Transportation Services after Job accepted by the driver or does not use the Transportation Services (e.g. a 'no show'), THEN

Cool Cabs shall on your behalf have the right to request a penalty up to \$10 (including GST) from the Customer. Cool Cabs has discretion in deciding whether to collect the cancellation fee or not on your behalf. If Cool Cabs collects the cancellation fee on your behalf, it set off the Cool Cabs Fee against the cancellation fee and the balance (if any) shall be forwarded to you within 7 days as of its collection.

7.2 If a Passenger or its co-passengers negligently damage your vehicle or its interior (Vomit, food or drinks) you have the right to request the Customer to pay an amount of \$55 (including GST) and request further compensation for any damages exceeding this amount. If the Customer does not agree to pay the penalty and/or compensate you for the damage, you must notify the Cool Cabs of the matter at hand. Any such notification must be presented to Cool Cabs within 24 hours and be accompanied by good quality pictures or other sufficient proof of damage. Cool Cabs will then try to collect the damages and/or relevant costs on your behalf from the Customer. However, Cool Cabs is not taking any liability for direct or indirect damage caused by passenger or co-passengers.

## **8 Your tax obligations:**

8.1 You hereby acknowledge and agree that you are required to complete all tax obligations that arise to you from the applicable laws in relation to providing the Transportation Services, including (a) GST; (b) Income tax, or any other tax applicable; Additionally, it is your obligation to provide Cool Cabs with all relevant tax information, including your ABN. Please note that Cool Cabs may in its reasonable discretion and based on applicable tax law, collect and remit taxes resulting from your provision of Transportation Services and/or provide any of the relevant tax information directly to the ATO authorities on your behalf. You shall indemnify Cool Cabs and its affiliates from all tax liabilities, duties, levies, claims

and penalties that may be imposed on you, Cool Cabs is not responsible for any PAYG withholding, superannuation, employee entitlements or remittance of any tax on your behalf.

You agree to comply with all of your obligations under tax and any laws

Drivers that are carrying on an enterprise for GST purposes are entitled to be Drivers and provide the Transportation Services. You warrant that you have a valid ABN, are registered for GST and have provided Cool Cabs with your correct ABN; and you will notify Cool Cabs immediately in writing if you cease to be registered for GST or your ABN details changes.

## **9. Your authorisation to issue invoices:**

9.1 You hereby authorise Cool Cabs to prepare and issue all tax invoices and adjustment on your behalf in order to compensate you any expenses, or other fees that you are due from Cool Cabs. Once issued, the invoice will be available to you via the Driver's Portal.

9.2 You warrant that you will remit to the ATO any GST outstanding on tax invoices issued by Cool Cabs on behalf of you and, on request by Cool Cabs, you will provide evidence/proof to Cool Cabs that you have complied with this.

All Drivers are required to be registered for GST; Cool Cabs assumes that all Fares charged to Passengers are subject to GST. You authorise Cool Cabs to issue tax invoices to Passengers for Transportation Services on your behalf. Tax invoices issued will be in your Full Name and ABN. You acknowledge that Cool Cabs is not responsible for the information provided on the tax invoices issued to Passengers and that you are responsible for the validity of the tax invoices issued by Cool Cabs on your behalf.

## **10. COOL CABS FEES**

10.1 In order to use the Cool Cabs App, you are obliged to pay to Cool Cabs a fee (i.e. the Cool Cabs Fee). The Cool Cabs Fee is paid based on the Fare of each Transportation Service order you have completed and may include any levy or charge payable by Cool Cabs to any government agency or authority or any Customer Charge. The amount of the Cool Cabs Fee is made available to you

via e-mail, Cool Cabs App, Driver's Portal or other pertinent means. Please acknowledge that the Cool Cabs Fee may change from time to time. Cool Cabs shall send you a prior notification of each such change.

Cool Cabs may pay levies, fees, charges and credit card surcharges. The Customer Charges will also be added to the Fares charged to Customers plus any GST.

## **11. IN-APP PAYMENTS**

11.1 You are required to provide your own bank account details with correct BSB and Account number while filling out the payment details upon Driver registration. Cool Cabs or its Affiliates will transfer or deposit In-app Payment fees to the Nominated bank account you have provided. Cool Cabs and/or its Affiliates are not liable for any incorrect deposit or transfer where you have failed to provide correct bank account details.

11.2 Cool Cabs may enable its Customers to pay for the Transportation Service via In-app Payment, acting as a limited payment collection agent collecting payments for the provision of Transportation Services on your behalf;

You agree that any payments made by the Passengers via the Cool Cabs In-app Payment shall be considered the same as payments made directly to you.

11.3 Cool Cabs will regularly transfer the amounts collected as In-app Payments, which have been credited to the Cool Cabs's bank account in the preceding week, to your bank account by the 7th day of the following week. Payment processing services are provided by Stripe and are subject to the Stripe Account Agreement with Cool Cabs Pty Ltd. you indemnify Cool Cabs for any costs or liability that arise in connection with the breach of the Stripe Services Agreement and the payment or non-payment of amounts that are owed to you.

11.4 You are entitled to review In-app Payment reports in the Cool Cabs Driver's Portal.

Cool Cabs is not obliged to pay you the Fare due from the Customer if the In-app Payment fails due to Customer's credit card or mobile payment being declined, cancelled, unsuccessful for reasons unknown to Cool Cabs. If this occurs, we will help you in

requesting the Fare due from the Customer. If Cool Cabs is unable to collect the Fare, Cool Cabs may decide to pay you the full or part of the Fare if Cool Cabs considers it is fair to do so. In any event, Cool Cabs will not pay more than \$20.

11.5 Before providing Transportation Services, to the Passenger it has to be confirmed that it allows the passenger to ride under its account. If you make a mistake in identifying the Passenger by name and other details and the In-app Payment is charged to a person, who has not been provided or has not approved the Transportation Services, Cool Cabs shall reimburse the Customer the full Fare. In these circumstances, you will not be entitled to receive the Fare in full or part from Cool Cabs.

11.6 You must notify Cool Cabs of any important issues related to Fares paid via In-app Payment.

## **12. RATINGS AND ACTIVITY**

12.1 In order to guarantee high-quality service via the Cool Cabs App and provide additional reassurance to our Customers, you hereby acknowledge that the Customers may provide you a rating and leave feedback regarding the quality of the Transportation Services that you have provided. Your average rating will be linked to your Cool Cabs account and available to prospective Customers as part of Cool Cabs's service. The Customer is obliged to provide the ratings and comments in good faith, and if we, in our discretion, find a particular rating or comment to not be in good faith, we may remove it. You should contact Cool Cabs if you have any issues with the ratings or comment you are provided with.

12.2 In addition to the rating, Cool Cabs calculates your level of activity and provides you with an activity score.

12.3 You hereby acknowledge that you will provide reliable transportation services to Customers/Passengers and Co-Passengers.

## **13 COOL CABS AND THE CUSTOMERS/PASSENGERS.**

You agree that Cool Cabs does not provide Transportation Services and that Cool Cabs is not a transportation service provider.

13.1 The Transportation Services are provided by you; you shall not be regarded as an employee or worker or Staff of Cool Cabs in

respect of the services provided.

13.2 Cool Cabs and its Affiliates do not control or direct your provision of Transportation Services. You have to decide when and for how long to use the Cool Cabs App and if to accept the Customer's request received via the Cool Cabs App. You agree that you have full discretion to provide services through the App or otherwise find other business opportunities or Full/Part time employment.

13.3 You are not employed by Cool Cabs or in partnership with Cool Cabs or act as an agent or representative of Cool Cabs.

## **14 PROCESSING OF PERSONAL DATA**

14.1 Cool Cabs collects personal data and location information for the purpose necessary to enable the intended functioning of the Software /App and the communication.

14.2 You must process the personal data only in accordance with the privacy policy of Cool Cabs available at the Website.

To provide Cool Cabs Services, we collect your geo-location information while you are using the Cool Cabs App. This means that we monitor and track your geo-location we will provide Customers with your name, vehicle details and Registered license plate number for your identification and safety reasons. If you would like your geo-location data and other information not to be available to Customers, you must close the App or indicate in the App that you are currently not available for services.

You will not process any personal data of the Customers You will not contact any Customer or collect, record, store, grant access, use or cross-use the personal data provided by the Customers or accessible to you via the Cool Cabs App for any reason other than for the purposes of fulfilling the Transportation Service request.

In processing Customer's data, you must oblige with the procedure, and conditions of processing personal data this is available in the privacy policy of Cool Cabs

<http://www.halfpricetaxi/privacypolicy>

## **15 LIABILITY**

15.1 The Cool Cabs App, its content and functionality is provided on an 'as is' and 'as available' basis. To the fullest extent

permitted by law, Cool Cabs driver app and platform and services provided by Cool Cabs are provided without warranty of any kind and exclude and disclaim to the maximum extent permitted by law all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law. If you choose to use the Cool Cabs driver app and platform, you do so at your sole risk. Cool Cabs and its Affiliates do not represent, warrant or guarantee that access to the Website or Cool Cabs App will be uninterrupted or error-free.

## **IMPORTANT INFORMATION**

### **Background**

The DVD is a part of the NSW Point to Point Commission Portal. It is a safety management tool to assist ASPs to meet the requirements of the new point to point legislation in ensuring their drivers are eligible to provide point to point transport services.

### **What information will the Authorised Service Provider obtain from a check?**

Once you provide your consent, the ASP will be able to enter your surname, date of birth and driver licence number into the DVD. The DVD will then confirm whether or not you are an eligible driver and if you have any criminal, serious driving or point to point safety offences recorded against your name. If the DVD results show that an offence has been recorded, it does not detail what this offence is. These checks can be conducted as often as the ASP believes appropriate in order to meet their safety obligations under point to point transport law.

### **What happens if you don't consent?**

It is voluntary to provide your consent to the disclosure of personal information requested in this form. However, without your consent, the ASP may not be able to verify whether you are eligible to be a passenger service driver under point to point transport law.

### **How long is consent valid?**

Your consent will remain valid for 12 months but will end sooner if you cancel or cease employment with the ASP.

### **Cancelling consent**

You may cancel your consent at any time by notifying the ASP in writing. After that, they will not be entitled to check your driver licence details and therefore, your eligibility as a driver.

### **Privacy notice**

The ASP is collecting your personal information for the purpose of assessing your eligibility as a driver under point to point transport law. Your personal information includes your surname, date of birth, driver licence number, as well as any records of criminal offences, serious driving offences or point to point safety offences. It is voluntary to provide your consent for the ASP to access your personal information. However, if you do not consent, then this could affect the ASP's assessment of your eligibility to be a passenger service driver. The ASP will hold your personal information and not otherwise use or disclose it except as authorised by law. If you wish to access your personal information, please contact the ASP.

### **Privacy complaints**

If you believe the ASP has obtained your driver licence information without your consent or has misused that information, then you should notify the ASP. If you are not satisfied with the outcome, you can raise the matter by contacting:

- Transport for NSW  
[privacy@transport.nsw.gov.au](mailto:privacy@transport.nsw.gov.au)
- Office of the NSW Privacy Commissioner  
[www.ipc.nsw.gov.au/contact-us](http://www.ipc.nsw.gov.au/contact-us)