



# **Cars on Demand Driver Service Level Agreement**

Updated September 2014

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## Parties

This agreement is between

**The Driver who is registering online.**

Referred to in this agreement as **Contractor**

**and**

**Cars on Demand Operations Pty Ltd**

**ACN 138 951 390**

Referred to in this agreement as **Cars on Demand**

## Background

Cars on Demand conducts a ground transport business in Australia providing corporate and executive limousine services utilising the services of professional drivers.

Cars on Demand has agreed to engage the Contractor to provide chauffeured hire car and/or special vehicle services on the terms and conditions set out in this agreement.

The Contractor is a professional driver and has represented that he/she is experienced in the supply of chauffeured hire car and/or special vehicle and related driver services, and has agreed to perform the services under this agreement for Cars on Demand in a manner consistent with the provisions of this agreement, best practice standards for the kind of work required and in accordance with all requirements of applicable laws.

The parties agree for consideration of the mutual agreements contained in this agreement to the terms and conditions set out in this agreement.

## Binding Agreement

This agreement (and the service levels contemplated in it) constitute a binding agreement between Cars on Demand and the Contractor.

## Term and Termination

### Commencement

This agreement commences after the following:

1. the Contractor completes the online registration/application form to become a network driver and ticks the Service Level Agreement acceptance option box
2. The driver registration is accepted following an interview (in person or via phone) and status is confirmed as active
3. The Agreement is held valid for updates which may be affected from time to time as required

## Termination

This agreement will remain in full force and effect until terminated in writing by either party.

In the event that this agreement is terminated by either party, Cars on Demand will determine the action to be taken in relation to all pending bookings previously allocated to the Contractor. If the agreement is terminated by the Contractor, the Contractor is bound by this agreement to give at least 72 hours notice and must, unless relieved of such responsibility by written notice from Cars on Demand, fulfill all allocated bookings in respect of such 72 hour notice period.

## Suspension of Contractor

Cars on Demand reserves the right to suspend any Contractor from its list and refuse to supply bookings to the Contractor at its absolute discretion.

## Appointment

By entering into this agreement the Contractor agrees to provide during the term of this agreement ground transport services for specified trips, in each case strictly in accordance with the provisions of this agreement.

In consideration for those services Cars on Demand will pay the Contractor the contracted sum, being the advertised price of each booking (inclusive of GST).

## Contractor undertaking

The Contractor gives in favour of Cars on Demand the following specific undertakings in relation to the provision of his/her services to Cars on Demand as a driver (**Driver**):

1. As a Driver, I will be responsible for payment of any federal and state payroll and self-employment taxes attributable to payments received for ground transport services performed by me and acknowledge and agree that I am not an employee of Cars on Demand for any purposes
2. I am not working under the supervision of Cars on Demand and will set my own work hours and routine
3. I will provide my own vehicle, materials, tools, and equipment, and will expect no reimbursement for any out-of-pocket expenses incurred by me in the performance of my services
4. I will perform services at the rate quoted for each ground transport booking accepted by me from Cars on Demand, in each case inclusive of GST.

## Mandatory Requirements

The Contractor undertakes to Cars on Demand at all times during the term of this agreement to hold and maintain the following minimum mandatory requirements to be accepted and remain a Driver. By entering into this agreement the Contractor represents to Cars on Demand that each of these requirements have been and will continue to be met to the highest standards:

1. Current driver's license
2. Current hire car driver authority card

3. Current HC plated vehicle in excellent mechanical working order and appearance (both internal and external), maintained to the highest level of cleanliness at all times
4. Current ABN, registered for GST
5. Hand held mobile device capable of receiving real-time emails.

In addition, the Contractor undertakes to Cars on Demand at all times during the term of this agreement to maintain current and accurate the details which are captured on registration and to which the driver has online access to at all times while remaining with a status of "Active" driver.

The Contractor agrees to inform Cars on Demand immediately of any changes to any the above details, and accepts full responsibility for updating the details online in the event of any changes. If online access is not available the contractor can at any time contact Cars on Demand by phone for assistance in updating his/her details.

## Relationship

The parties acknowledge and agree that the relationship between them constituted or evidenced by this agreement is not one of employment. Cars on Demand is not an employer, and the Contractor is not an employee, of Cars on Demand. The relationship is one of principal and contractor.

## Non-solicitation Covenant

It is a fundamental term of the relationship between Cars on Demand and the Contractor, and of this agreement, that the Contractor does not under any circumstance directly or indirectly approach, solicit or accept work in any form from customers or passengers (**customers**) of Cars on Demand.

Should a Cars on Demand customer communicate directly with the Contractor (either by telephone, in writing or verbally, and either before, during or after a trip) to make a booking or to edit an existing booking, the Contractor must immediately advise the customer that the Contractor is not authorised to take or alter such bookings and will immediately notify the customer that he/she should call Cars on Demand on the toll free number (AUS 1300 638 258), details of which are listed on the Cars on Demand website ([www.carsondemand.com.au](http://www.carsondemand.com.au)).

Further, should a customer (including a corporate client) directly approach the Contractor with the intent of discussing pricing or direct dealing with the Contractor or any other driver providing similar services, the Contractor must refrain from having such discussion and inform the customer that such an arrangement would be a serious breach of his/her agreement with Cars on Demand.

Further, if this agreement is suspended or terminated for any reason the Contractor is strictly prohibited at any time during the 12 month period after such suspension or termination from directly or indirectly contacting any customer who has used the Cars on Demand service in the 2 years prior to such suspension or termination (either by telephone, in writing or verbally) to solicit or accept work on the Contractor's or any other person's behalf.

In the event of any breach by the Contactor of his/her obligations under this section then in addition, and without prejudice, to any other remedy which Cars on Demand may have (including a right to any profits or other moneys arising as a result of the breach, and/or a right to damages, or suspension from the Cars on Demand network without prior notice and/or termination of this agreement) Cars on Demand will be entitled to seek and obtain injunctive relief in any Court of competent jurisdiction.

Whilst the parties agree that the restraints and restrictions contained in this section are reasonable, if any one or more of them is held by a Court to be invalid, void or otherwise unenforceable, but would if part of the wording of the relevant restriction or of any of the relevant definitions relating thereto was deleted, those restrictions will apply with such deletions as may be necessary to make that particular restriction or restrictions valid and enforceable. It is also agreed that if any of the separate restrictions contained in this section is found to be void, invalid or otherwise unenforceable, such unenforceability does not affect the validity or enforceability of any of the other restrictions.

The provisions of this section survive termination of this agreement.

## Training

The Contractor agrees that promptly upon entering into this agreement and being appointed to the Cars on Demand network as a Driver he/she will attend a half-day training session, as required by Cars on Demand. Any Contractor who does not make him/herself available to attend a training session will be suspended from further service, and Cars on Demand may terminate this agreement.

These training sessions are run periodically throughout the calendar year, and may be scheduled at any time Cars on Demand has 10 or more new Drivers in a particular location. During this training a Cars on Demand trainer will take Drivers through every aspect of this agreement and the services to be provided pursuant to it, and will conduct exercises and answer questions which will assist Drivers to develop a deep knowledge of all the terms of this agreement and to understand why many of these terms have been implemented. These training sessions are planned to be fun and lighthearted and lunch will be served.

## Booking Offer & Fees

Cars on Demand will offer the Contractor bookings options at a set fee. The advertised fee will be the full fee payable to the Contractor on completion of the job indicated. The Contractor may be entitled to additional charges for items such as waiting times and this is subject entirely on the Contractor following the procedure for notifying Cars on Demand as outlined in this agreement under *Duties & Responsibility*.

## Acceptance of Bookings

As a Driver, the Contractor agrees to accept bookings from Cars on Demand by way of a system generated email booking sheet. This booking sheet will contain all relevant trip details including the customer(s) name(s) and contact numbers, and a summary of the basic terms and conditions outlined in this agreement. The summary indicated in the booking sheet is a subset of the terms and conditions outlined in this agreement but does not under any circumstance replace, modify or supersede this agreement.

Once the Contractor has accepted a Cars on Demand booking by clicking on a link in the email, he/she agrees to honour that booking under all circumstances, other than where prevented from doing so by reason of illness, accident or unavoidable traffic conditions. The Contractor agrees that he/she will not return a Cars on Demand booking simply because he/she wishes to accept an alternative booking from a private client of the Contractor.

## **Duties & Responsibility**

### **General Responsibility**

The Contractor must exercise all due care, skill and attention in providing the ground transport services pursuant to this agreement and must do whatever is required to ensure that the service is provided to the reasonable satisfaction of Cars on Demand and each customer.

The Contractor must ensure that all ground transport services are rendered in compliance with the terms and conditions outlined in this agreement and in strict accordance with all applicable laws.

The Contractor will, whenever and wherever reasonably required, comply with all reasonable requests from customers, be well mannered and groomed, and provide a comfortable, professional and pleasant ground transport experience for customers.

### **Critical Requirements**

#### **Never off-load a Cars on Demand Booking**

The Contractor must never offload a Cars on Demand booking to another driver. If the Contractor has accepted a Cars on Demand booking the Contractor is obliged to complete that booking personally. If for any reason the Contractor cannot fulfil a Cars on Demand booking that he/she has accepted, then the Contractor must contact Cars on Demand as soon as he/she is aware of this and return that booking to Cars on Demand for reassignment.

#### **Never accept a booking or edit from a customer**

The Contractor is strictly prohibited from accepting any bookings or changes to existing bookings from a customer (including any other customer). The Contractor must request that the customer contact Cars on Demand directly on the toll free number to make any bookings or changes to a booking.

The Contractor is also strictly prohibited from accepting any significant changes to an existing booking from a customer or other customer. In such circumstances, the Contractor must ask the customer or other customer to contact Cars on Demand directly on the toll free numbers.

## **Slight Change of Destination**

### ***Acceptance***

If upon entering a vehicle a customer directs the Contractor to take the customer and/or any other customers to a destination other than that specified in the relevant booking, the Contractor may agree to take the customer to such destination(s) if suitable to the Contractor.

### ***Confirmation for Payment***

The Contractor must email Cars on Demand immediately after the trip is completed and the customers have left the vehicle to advise of the destination change. If the Contractor fails to notify Cars on Demand, extra payment for a further destination will not be made.

### **Designated Airport Pickup Points**

The Contractor agrees to be aware of the designated airport pickup points and present at these points for all Cars on Demand customer airport pickups. The designated pickup points are outlined on the Cars on Demand website. You can access the details by clicking on the "Finding Your Driver" page of the Cars on Demand website [www.carsondemand.com.au](http://www.carsondemand.com.au).

### **Arrive 10 minutes early**

The Contractor must always use his/her best endeavours to arrive at a pickup point 10 minutes or more prior to the scheduled pickup time.

If the Contractor is for any reason running late due to unforeseen circumstances (such as a traffic jam caused by a recent accident) it is the Contractor's responsibility to make immediate contact with Cars on Demand to advise of the anticipated delay, and in all cases should make such contact at least 30 minutes before the scheduled pickup time.

Cars on Demand will then attempt to contact the customer and confirm if they can accommodate late pickup. If not, Cars on Demand may organise an alternative vehicle. Failure to contact Cars on Demand in such situations may, at Cars on Demand's discretion, result in payment to the Contractor for the relevant booking being wholly or partly withheld and/or the Contractor reimbursing Cars on Demand for its reasonable costs of compensating the customer, including for any free of charge booking up to the value of the booking unfulfilled by the Contractor in this instance.

### **Text message the customer**

The Contractor must send the customer a text message to the telephone number indicated in the booking sheet corresponding with that customer's booking at least 10 minutes prior to the scheduled pickup time. The Contractor must ensure that his/her mobile phone is switched on prior to this time, and that it remains on at all times when performing services for Cars on Demand customers.

A primary reason for this text message is to protect Cars on Demand and the Contractor from circumstances where the conduct of customers may prevent a trip being completed, such as where a customer uses another form of transport on arrival despite having a scheduled booking with Cars on Demand. It is the experience of Cars on Demand that the text message system is a highly effective means of ensuring that booked services are delivered, and that customers pay for your services.

The text message must include the following information:

1. Contractor's name
2. Contractor's HC plate number
3. Confirmation that the Contractor is at the pickup point.

Example text messages follow:

*Hi Ms Jones, my name is Sam, I am your driver in HC007 and I am waiting for you in front of your office building.*

*Hi Ms Jones, my name is Sam, I am your driver in HC007 and I am waiting for you in front of your home.*

*Hi Ms Jones, my name is Sam, I am your driver this evening and I will be waiting for you at the limousine pickup point near carousel 5. I will have a whiteboard with your name on it.*

The price quoted for each booking accepted by you includes a \$10 incentive to ensure that the Contractor complies with the requirement under this section of the agreement to send a text message to the customer as set out above. If Contractor fails to comply strictly with this requirement, you waive the right to such incentive and expressly authorise Cars on Demand to reduce the payment for the relevant booking by \$10 without further notice to you.

In the even that the Contractor does **not** send a text message on the basis outlined above and this failure, in the reasonable opinion of Cars on Demand, contributes to the Contractor failing to connect with the customer in relation to a booking and subsequent 'no show', of that customer, you acknowledge and agree that Cars on Demand will **not** pay you for the booking.

### **Courtesy Waiting Times**

Cars on Demand offers customers the following courtesy waiting times:

1. 10 minutes for regular pickups
2. 30 minutes for Domestic Airport pickups
3. 60 minutes for International Airport pickups

The Contractor acknowledges this promise to customers, and agrees to comply with these courtesy waiting times in respect of each booking. The Contractor must take these times into account when planning any independent work following a Cars on Demand booking.

Calculation of the above waiting times commences at the scheduled pickup time for regular pickups. For airport pickups waiting time commences upon landing of the customer's aircraft. The Contractor agrees to monitor flight arrival times for all airport pickups and provide the appropriate courtesy waiting times outlined above. Courtesy waiting time for train station, residential or office pickups begins at the scheduled pickup time.

### **Customer not at pickup point**

If a customer is not at the pre-determined pickup point in relation to a booking and has not contacted the Contractor by the end of the courtesy waiting period, the Contractor must first attempt to call the customer on the mobile phone number indicated on the booking sheet.

If the Contractor cannot contact the customer, he/she must then call Cars on Demand. Cars on Demand will then try to reach the customer. If Cars on Demand cannot make contact with the customer the Contractor will be released and paid the full agreed amount for the booking.

### **Chargeable Waiting Time**

The Contractor will be eligible to be paid waiting time over and above the courtesy waiting time only where customers have authorised and agreed to pay for chargeable waiting time.

Cars on Demand will pay the Contractor a fee per minute (as indicated below) of waiting up to the authorised length of time if a specific waiting time has been indicated by the customer. If no specific waiting time has been indicated by the customer, the Contractor is bound by this agreement to wait up to a maximum of 2 hours and will be paid the waiting time fee for a maximum of 2 hours waiting time.

### **Waiting Time Fees**

Sedans	\$1.10 per minute
Special Vehicles	\$1.80 per minute

These fees are approximate and based on the waiting fees charged to customers less the Cars on Demand commission. These fees can vary as required from time to time.

### **Waiting Time & Text Message**

If a customer has authorised and agreed to pay a waiting fee prior to pick-up, the Contractor must still send a text message to the customer's mobile phone number indicated on the booking sheet 10 minutes prior to the scheduled pickup time and confirm that he/she is at the pickup point and will wait until further notice.

### **Contractor Confirmation of Waiting Times Less than 30minutes**

If the authorised waiting time is less than 30 minutes the Contractor must immediately notify Cars on Demand of the exact pickup time by email immediately after the trip (as soon as customer(s) leave(s) the vehicle). Failure to do so may result in the Contractor not being entitled to be paid for waiting time as the booking will have been closed in our automated system.

### **Contractor Confirmation of Waiting Times Exceeding 30minutes**

Whenever the authorised waiting time exceeds 30 minutes the Contractor must follow the two steps below. Failure to execute both steps may result in the Contractor not being paid for waiting time in the event of a dispute with the customer.

Please note, this policy has been implemented in order to protect the Contractor in the event of disputes with customers that may have authorised waiting time but are subsequently unwilling to pay for waiting time in relation to a booking.

In relation to any booking involving more than 30 minutes waiting time:

1. The Contractor must indicate the current time politely to the customer at the point the customer enters the vehicle, and advise the customer that, for the purposes of the booking, that time will be confirmed as the actual pickup time.

Example wording in these circumstances:

*Good evening Mr Jones, just to let you know it is currently 11.30pm and I will be communicating this back to Cars on Demand Operations as the actual pickup time. Do I have your agreement?*

2. The Contractor must then immediately notify Cars on Demand of the exact pickup time **by email immediately after the trip** (as soon as customer leaves the vehicle).

### **Customer 'No Show' after Authorised Waiting Time**

If a customer has authorised and agreed to pay a waiting fee prior to pick up, the Contractor must still send a text message to the customer's mobile phone number indicated on the booking sheet and confirm that he/she is at the pickup point and will wait until further notice.

The Contractor must then wait up to 2 hours without making any further contact with the customer. The Contractor must also update Cars on Demand via email not less frequently than every 30 minutes during that waiting time.

If the Contractor does not hear from the customer after the 2 hour waiting period then the Contractor must first attempt to call the customer on the mobile phone number indicated on the booking sheet. If the Contractor cannot contact the customer, he/she must then call Cars on Demand. Cars on Demand will attempt to make contact with the customer. If Cars on Demand cannot make contact with the customer then the Contractor will be released and paid the full agreed amount for the booking plus the waiting fee for the 2 hours of waiting time as outlined in the section *Chargeable Waiting Time*.

### **Reporting Incidents**

The Contractor must immediately report to Cars on Demand any problems, customer or passenger complaints, incidents or accidents that occur during the trip, including any form of inappropriate behaviour by a customer or other customer.

The Contractor must not under any circumstances be impolite, rude or abusive to a customer or other customer. The Contractor must use his/her best endeavours to deal with the situation calmly and professionally, and ensure the safe delivery of both him/herself and the customer and/or other customer(s) to the destination point or, not practicable, the nearest safe spot. The Contractor must then call Cars on Demand immediately to report the occurrence.

### **Whiteboard for Airport Pickups**

The Contractor agrees to use a whiteboard with the customer's name on it for all domestic and international airport pickups. If the Contractor does not use a whiteboard and this results in not being able to locate the customer, this may result in partial or complete loss of payment in the event that Cars on Demand is required to compensate the customer for delays.

PLEASE NOTE, use of a whiteboard is not in lieu of the other requirements set out in this agreement, principally the requirement to send a text message to the customer at least 10 minutes prior to the designated pickup time.

## **Baby Seats**

If on pickup a baby/child requiring an appropriate baby/child seat is amongst the customer's group and no such seat has been booked (or is otherwise not readily available), the Contractor must refuse the job and contact the Cars on Demand operations manager immediately. In such instances, Cars on Demand will release the Contractor and the Contractor will be paid \$50 plus any applicable waiting time allowance in accordance with this agreement.

## **Lost Property**

If the Contractor locates lost property left in vehicles by customers or other customers, he/she must inform Cars on Demand. Cars on Demand will contact the relevant customer to arrange delivery to an agreed location or other arrangements for the return of the property. Applicable trip charges will be negotiated between the customer and Cars on Demand for any such deliveries and paid to the Contractor.

## **General Duties**

The Contractor agrees to observe the following general duties at all times while providing services in connection with this agreement:

1. Be appropriately dressed with the minimum dress required by Cars on Demand, specifically:
  - a. dress pants
  - b. long-sleeved shirt
  - c. tie
  - d. blazer/sports coat (which is not required in the summer months however must be worn on special request at any time),  
or as otherwise notified from time to time
2. Keep the vehicle clean and well presented at all times
3. Always maintain a strict no smoking policy
4. Have air-conditioning on at all times before and during a trip. Please note, the interior of the vehicle must be comfortable before the journey commences
5. Assist with luggage and bags
6. Turn trunk radios and other mobile devices down to a minimal volume
7. Do not engage in personal calls during a trip. If it is necessary to answer an urgent call, keep it very brief. Customers can become very anxious about safety if the Contractor is on the phone at length during a trip.
8. Observe strictly the provisions of all applicable laws, including road transport legislation and all related rules and regulations.

Failure to comply with any of the above requirements constitutes a material breach by Contractor of this agreement.

## **Prohibited Conduct**

The following conduct of the Contractor is strictly prohibited while providing services in connection with this agreement:

1. Never under any circumstance be impolite, unprofessional, rude or abusive to a customer. Please refer to the section titled "Reporting Incidents" for further details on how to deal with incidents or complaints
2. Never smoke in or near the car prior to a pickup

3. Never multiple hire
4. Never fill up your tank when you have a customer on board
5. Never have inappropriate conversations with a customer. Drivers are encouraged to use common sense in this respect, but inappropriate topics of conversation include for the purposes of this agreement sex, religion and politics. If a customer or other passenger initiates a discussion with the Contractor on any of these or other inappropriate topics, the Contractor must endeavour, politely and professionally, to change the topic immediately
6. Never discuss money or the fare with a customer. If asked about the fare by a customer, the Contractor must always refer the person back to Cars on Demand
7. Never accept payment from customers for travel in relation to Cars on Demand bookings
8. Never fraternise with customers. The Contractor must conduct him/herself in a professional manner and never ask the customer for personal information
9. Never request a gratuity ('tip'). This is entirely a matter for the customer
10. Never allow a baby or child proposing to travel in a customer group to enter a vehicle unless a complying child/baby seat or child restraint has been fitted to the vehicle.

Failure to comply with any of the above requirements constitutes a material breach by Contractor of this agreement.

## Insurance

The Contractor warrants that he/she has, and will at all relevant times will have, appropriate Insurance cover and that the vehicle used to provide services in connection with this agreement has appropriate insurance cover to comply with all relevant road use and hire car requirements.

The Contractor undertakes to provide to Cars on Demand promptly on request details of all relevant insurances maintained by the Contractor.

## Confidentiality

The terms of this agreement and any other information disclosed to the Contractor by Cars on Demand are confidential and must not be disclosed by either party to any person or entity other than Cars on Demand without the prior written consent of Cars on Demand, except for the purpose of performance or enforcing performance of obligations expressed in this agreement. The Contractor warrants that he/she will not disclose any information relating to Cars on Demand and/or its customers, systems, network details, pricing information or other information of a confidential nature to any third party unless required by law.

All information heard or overheard or discussed in the vehicle by customers or other customers during trips the subject of bookings governed by this agreement is and must remain strictly confidential. It must not be disclosed to any third party.

## Payments

### Payment Process

Subject to the provisions of this agreement, Cars on Demand will pay the Contractor:

1. in respect of each trip completed the relevant advertised price (inclusive of GST) plus any authorised extra charges (see relevant sections)
2. by electronic funds transfer (**EFT**) to the bank account nominated by the Contractor as captured in the Cars on Demand online driver registry. Payments will be processed on a weekly basis every Monday for all work completed the preceding week. Payment can be expected within 2-5 working days from the date of the payment run and a remittance advice will be emailed to the driver showing the full amount deposited into his/her bank account and the individual jobs covers in that payment.

This remittance advice serves as a ATO compliant “supplier generated tax invoice” and therefore Cars on Demand does not require any driver to provide tax invoices for services delivered.

Cars on Demand will **not** investigate the status of payments prior to 5 working days from the date of the payment run that a job was included in.

### Rejected Payments

Any EFT payment that is rejected due to the Contractor not having given Cars on Demand the correct bank account details or having forgotten to update Cars on Demand in the event of a change to the Contractor’s banking details must be investigated by our bank and then manually processed by Cars on Demand. The Contractor agrees to pay to Cars on Demand a \$50 administrative fee for such service, and the Contractor specifically authorises Cars on Demand to deduct such amount from any monies owed by Cars on Demand to the Contractor.

### Payment Investigations

Any EFT payment query that the Contractor raises for investigation which proves to be redundant due to an error on the part of the Contractor, including but not limited to the Contractor not reading the payment confirmation remittance advice or advising the correct banking details, will result in a \$50 administrative fee for such service, and the Contractor specifically authorises Cars on Demand to deduct such amount from any monies owed by Cars on Demand to the Contractor.

### Gratuities

If a customer wishes to give the Contractor a gratuity then this is entirely a matter between the customer and Contractor, and Cars on Demand is unable to facilitate or process any payment by way of its credit card facilities or otherwise.

## Disputes

### Resolution of Disputes

The Contractor and Cars on Demand agree to discuss in good faith any disputes or other differences arising between them in relation to this agreement. The Contractor agrees to

notify Cars on Demand of any such dispute or other difference in writing immediately upon becoming aware of it. The Contractor must use his/her best endeavours to resolve the matter within 7 days of the date of communicating the dispute to Cars on Demand. Cars on Demand reserves the right to discontinue any such discussions if the matter is not fully and finally resolved within this time frame.

If it cannot be resolved beforehand, any such dispute will then be escalated to the appropriate manager within Cars on Demand, and failing prompt resolution then to the Managing Director.

If despite having negotiated in good faith the parties are unable to resolve a dispute within 21 days of escalation to the Managing Director, then either party will be free to take such further action as he/she/it sees fit.

## Notices

All notices required or permitted under this agreement shall be in writing and may be served by pre-paid certified post and shall be deemed to have been served seven (7) days after the date of posting (except during the period of a postal strike then as to the period of seven (3) days after such strike has concluded) in an envelope addressed to the party, to be served at the address set forth in this agreement or such other address as advised in writing by the said party, provided that if the proposed recipient of the notice has a facsimile transmission facility then such notice may be served by facsimile transmission and shall be deemed to have been served on the next business day following the transmission of such notice.

## Collateral Agreements

This agreement embodies all of the terms of the agreement between the parties except those contained in the Terms & Conditions of Cars on Demand, which the Contractor acknowledges having read and understood and agrees to be bound by (except to the extent of any inconsistency with this agreement). Each party acknowledges that no representation has been relied upon in entering into this agreement which has not been expressed in it.

## Law Applicable

This agreement shall be governed by the law of New South Wales and the parties hereby consent to the exclusive jurisdiction of the courts of New South Wales.

## Execution

This agreement is electronically Executed by the Contractor during the online registration process. The Contractor's acceptance of this agreement is indicated by actively selecting an agreement option. The details of this acceptance are held on file electronically by Cars on Demand and capture the exact date and time the contractor completed the registration form and selected the agreement acceptance option.

END OF DOCUMENT