



**COD**

# **Driver Service Level Agreement**

Updated December 2018

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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 ***COD***

## **BACKGROUND**

COD conducts a ground transport business in Australia and provides corporate and executive limousine services utilising the services of professional drivers.

COD 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 COD 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 COD and the Contractor.

## **RELATIONSHIP**

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

## **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 COD will pay the Contractor the contracted sum, being the advertised price of each booking (inclusive of GST) plus authorized chargeable extras where applicable.

## TERM AND TERMINATION

### Commencement

This agreement commences after all the following have successfully taken place:

1. the Contractor completes the online registration/application form to become a COD subcontractor driver and provides all required information
2. the Contractor ticks the *Service Level Agreement* acceptance option box indicating he/she has read, understood and accepts this Service Level Agreement (hereafter referred to as SLA)
3. the Contractor ticks the *Safety Management Plan* acceptance box indicating he/she has read, understood and accepts all obligations outlined in the Safety Management Plan (hereafter referred to as SMP)
4. The Contractor's ABN is confirmed as GST registered by a COD Manager and this check is noted in the Contractor's online profile
5. The Contractor is confirmed as eligible to drive a public passenger vehicle, as per the relevant state government requirements.
6. The Contractor attends an interview (in person or via skype/facetime) with a COD Manager, provides original documentation as outlined in the interview checklist for sighting and presents him/her self and the vehicle professionally.
7. The Contractor undergoes relevant training and demonstrates clear knowledge of both the SLA and SMP by achieving 100% accuracy on the relevant knowledge tests.
8. The Agreement is held valid for updates which may be affected from time to time as required and which will be emailed to the Contractor and updated on his/her profile in the COD system.

The driver is presumed to accept all changes unless written notice is received by COD within 5 working days from the date of the email being issued to the Contractor with the updated Agreement.

### 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, COD 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 COD, fulfill all allocated bookings in respect of such 72 hour notice period.

## Suspension of Contractor

COD reserves the right to suspend any Contractor from its list and refuse to supply bookings to the Contractor and recalled previously allocated bookings at its absolute discretion.

## NON TRANSFERRABLE

This agreement is non transferrable by the Contractor to another party. In the event that the Contractor cannot fulfill his/her obligations to accepted bookings in person for any reason the Contractor must call COD in advance and return all bookings to COD.

If the Contractor is planning on a period of leave and appointing another driver to drive his/her vehicle during that time, the Contractor must advise COD in writing in advance and include full contact details of the replacement driver. COD reserves full rights to all bookings accepted by the Contractor, and in this circumstance has full discretion to determine if the bookings can be completed by the replacement driver. The replacement driver must register with Cars on Demand and be deemed eligible by going through the entire driver onboarding and engagement process. No exceptions will be made.

## CONTRACTOR UNDERTAKING

The Contractor gives in favour of COD the following specific undertakings in relation to the provision of his/her services to COD as a subcontractor driver:

1. 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 COD for any purposes
2. I am not working under the supervision of COD 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 this regard in the performance of my services
4. I will perform services at the rate quoted for each ground transport booking accepted by me from COD, in each case inclusive of GST, with the addition of the authorized chargeable extras where applicable and provided I follow the extra charges process requirements outlined herein.

## NON-SOLICITATION COVENANT

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

Should a COD 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 the customer should call COD on the national contact number (AUS 1300 638 258), details of which are listed on the COD website ([www.carsondemand.com.au](http://www.carsondemand.com.au)).

Further, should a customer or representative of a customer directly approach the Contractor with the intent of discussing pricing or direct dealing with the Contractor or any other associated 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 COD.

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 COD customer (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 Contractor of his/her obligations under this section then in addition, and without prejudice, to any other remedy which COD 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 COD network without prior notice and/or termination of this agreement) COD 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 & KNOWLEDGE TESTING**

The Contractor agrees to undertake and complete any training session and/or testing, as required by COD.

Training and knowledge testing may be conducted via a number of different mechanisms (in person or digital) which will be advised to the Contractor at the relevant time. The purpose of training and testing is to assist the Contractor to get an understanding of all the terms of this agreement and to understand why many of these terms have been implemented.

Any Contractor who does not complete required training and testing will not be activated for service and will not be able to access the COD Driver APP and commence accepting work, or suspended and access to the COD Driver APP blocked.

## **MANDATORY REQUIREMENTS**

The Contractor undertakes to COD at all times during the term of this agreement to hold and maintain the following minimum mandatory requirements which must be in place in order to be accepted and remain a subcontractor driver for COD.

By entering into this agreement the Contractor represents to COD that each of these requirements have and will continue to be met to the highest standards:

### **Current Driver's License**

Contractor warrants he/she will at all times hold a current driver's license. The Contractor agrees to upload a copy of his/her driver's license during the online registration process and to update these images as required. The Contractor also agrees to provide the original driver's license during the interview process as required.

### **Current Hire Car Qualifications**

The Contractor warrants he/she holds current hire car driver qualifications as set by the relevant state government under which the Contractor operates. The Contractor agrees to upload a copy of the relevant qualification documents during the online registration process and update the images as required. The Contractor also agrees to provide the relevant qualifications documents during the interview process as required.

### **Vehicle Registration Certificate**

The Contractor warrants he/she holds current and appropriate vehicle registration as set out by the state government under which the Contractor operates. The Contractor agrees to upload a copy of the vehicle registration certificate during the online registration process and to update these images as required. The Contractor also agrees to provide the original vehicle registration certificate during the interview process as required.

### **CTP Insurance**

The Contractor warrants he/she will at all times hold the required compulsory third party insurance (CTP-Greenslip) as required by the relevant state government. Please note some states (like NSW) require confirmation from the insurance supplier that the CTP Insurance covers Third Party Property Damage. The Contractor agrees to upload a copy of the CTP insurance certificate during the online registration process and update as required. The Contractor also agrees to provide the CTP insurance certificate during the interview process as required.

### **Vehicle Insurance**

The Contractor warrants that he/she has, and will have at all times, appropriate vehicle 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 commercial hire car requirements as required by the relevant state government under which he/she operates.

The Contractor agrees to upload a copy of the vehicle insurance certificate during the online registration process and update as required. The Contractor also agrees to provide the vehicle insurance certificate during the interview process as required.

## Vehicle Maintenance & Condition

The Contractor warrants that he/she will at all times operate a vehicle in excellent mechanical working order and maintained to the highest standards as per the manufacturers recommendations. The Contractor also warrants the vehicle is and will be and kept to the highest level of cleanliness (internally and externally) at all times while providing services outlined in this agreement.

## ABN Registered for GST

The Contractor warrants that he/she holds and will always hold a current ABN, **registered for GST**. The Contractor understands that COD will check the ABN is registered for GST during the onboarding process and will conduct random checks thereafter. Any Contractor who's ABN becomes unregistered for GST will be immediately suspended.

## Hand Held Mobile Device

The Contractor warrants he/she will have a hand held mobile device capable of downloading and operating the current iOS or Android COD Driver APPs.

## Driver Information Maintenance & Advice

The Contractor warrants that he/she will maintain as current and accurate all the details he/she provided on registration and to which the driver has **online access** to at all times while remaining with a status of "Active".

The Contractor also warrants he/she will inform COD immediately of changes to any of the details provided by immediately updating the details online or via the COD Driver APPs. If online or COD Driver APP access is not readily available the contractor agrees to contact COD immediately via phone or email requesting assistance in updating his/her details.

## Driver Tracking Agreement

The Contractor warrants he/she agrees to be tracked via the COD Driver APP for geolocation services, navigation assistance and customer app visibility. Tracking is only active **when the Contractor is logged into the COD Driver APP**.

## Driver Government Information Access Agreement

The Contractor warrants he/she agrees for COD to access driver information from relevant government bodies in order to complete legal obligations for ensuring Contractor eligibility as per the prevailing laws. COD guarantees any private information will be used strictly by COD to determine contractor eligibility to perform services outlined in this contract and will not be shared with any 3<sup>rd</sup> party unless required by law.

## Driver-Customer Communication Tracking Agreement

The Contractor warrants he/she understands and agrees that COD will track and monitor all communications between the Contractor and COD customers facilitated using the COD Driver APP. These communications are security masked and customers/Contractor do not see each others actual numbers. COD will capture and have visibility over the messaging contents.

## Customer Rating Acknowledgement

The Contractor undertakes that he/she understands and acknowledges COD auto send a text message rating request to every customer at the end of every transfer. The customer is offered to rate their experience on a scale of 1-5, where 1 is the lowest and 5 is the highest rating. The customer can also provide a comment. Any rating less than 4 is automatically alerted to COD management by the system for further investigation and clarification.

This customer rating and monitoring system serves a dual purpose. It allows customers to alert COD management to any unsatisfactory experience. COD management will investigate to determine if further driver training/coaching is required, if a specific vehicle condition needs to be improved or if a business process can be improved. Every effort will be made to make the necessary changes to ensure consistently excellent customer experiences.

If the rating uncovers inappropriate or negligent driver conduct, the Contractor will be immediately suspended or terminated and the relevant authorities formally notified where necessary.

## DUTIES & RESPONSIBILITY

### Communicating with COD

The Contractor agrees to use the COD Driver APP contact options to communicate with COD.

There are 2 types of COD contact categories and the Contractor agrees to apply reasonable judgement in determining which method of contact to use. These categories are created to allow us to efficiently assist all Contractors with all queries in a timely manner.

#### 1. EMERGENCY COD CONTACT

Emergency COD contact through the COD Driver APP will initiate a phone call to COD.

The Contractor agrees to only use this method of contact in genuine cases of urgency where immediate assistance is required in relation to an imminent job. Keeping this line in use only for emergency driver support allows COD to attend to genuine urgent requests in a timely manner.

#### 2. NON URGENT COD CONTACT

This method of contact through the COD Driver APP will initiate an email to [admin@carsondemand.com.au](mailto:admin@carsondemand.com.au).

The Contractor agrees to use this method of communication for all non-urgent matters. These include queries on payment of jobs, how to use the app, how to update information on your driver account and assistance with jobs that are not happening imminently. Use of this method for non-urgent contact allows the phones to remain free to assist drivers who need urgent assistance. COD managers monitor emails constantly and someone will get back to you very quickly via email or phone to answer your non-urgent query.

### NSW Private Hire Vehicle Mandatory Sticker

If operating in NSW, the Contractor warrants that he/she will ensure their vehicle has an approved *retroreflective* Private Hire Vehicle sticker fixed to their vehicle(s) as required by the Point-to-Point Commissioner under the *Point To Point Transport (Taxis And Hire Vehicles) Act*

2016 and the related *Point to Point Transport (Taxis and Hire Vehicles) Regulation 2017*. Full details can be found by visiting the Transport for NSW website.

In NSW the *NSW Hire Car Association* has approved stickers which are made available free of charge to members. Alternatively you need to have your own or another approved sticker as per the guidelines of the NSW government.

### **Confidentiality**

The terms of this agreement and any other information disclosed to the Contractor by COD are confidential and must not be disclosed by either party to any person or entity other than COD without the prior written consent of COD, 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 COD and/or its customers, systems, network details, pricing information or other information of a confidential nature to any third party unless required by law.

The Contractor also warrants that all information heard or overheard or discussed in the vehicle by customers or passengers during trips are the subject of bookings governed by this agreement and must remain strictly confidential and must not be disclosed to any third party unless required by law.

### **Safety Obligations**

The Contractor warrants that under this agreement he/she has an equal obligation to read, understand and accept the COD Safety Management Plan (SMP) as indicated and accepted during the online registration process.

The Contractor has absolute and final responsibility for ensuring the safety of yourself and any passengers you transport as per the terms of this agreement and the SMP. Every effort should be made to meet all safety obligations and to communicate immediately with COD for support and guidance if ever in doubt over the safe delivery of services outlined in this agreement or any incident or accident which occurs before, during or after a transfer accepted for a COD customer.

### **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 COD 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, operate a clean and mechanically sound vehicle and provide a comfortable, professional and pleasant ground transport experience for customers.

## 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 (see dress code section for more detail).
2. Be well mannered and pleasant
3. Keep the vehicle clean and well presented at all times
4. Always maintain a strict no smoking policy
5. Ensure the vehicle cabin is at a comfortable temperature at all times. Please note, on hot or cold days the interior of the vehicle must be comfortable before the journey commences.
6. Assist with luggage and bags
7. Turn in-car devices down to a minimal volume
8. Do not engage in personal calls during a trip. If it is necessary to answer an urgent call, ensure hands free devices are used and keep the call very brief. Customers can become very anxious about safety if the Contractor is on the phone at length during a trip.
9. Strictly observe 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 the Contractor of this agreement.

## Dress Code

The standard dress code for all COD subcontractor drivers is “formal business wear”. Dress code is a very important part of the COD brand. The COD target customer base is the “Executive Traveller” and COD expects the Contractor to be dressed to the same standards as COD customers.

Executive travellers have the ability to request specific subcontractor drivers and our records show that our customers almost always request those who present themselves impeccably to very high standards.

If unsure what is acceptable business dress code the Contractor agrees to seek specialist advice at a suitable clothing store for the required direction and assistance regarding business dress codes.

For your reference below are some guidelines:

1. Dark suit
  - black
  - grey
  - navy
  - dark blue
2. Black or brown shoes – clean and polished
3. Clean fresh business shirt
4. Clean crisp tie (men)
5. Suit jacket to be worn for pickup of customer – can be removed before driving
6. Clean fresh body hygiene
7. Freshly shaved or neatly trimmed beard
8. No strong aftershave or perfume
9. Long hair needs to be tied back away from face (for both men & women)

## Prohibited Conduct

The Contractor warrants that he/she agrees the following conduct is strictly prohibited while providing services in connection with this agreement:

1. Never be under the influence of drugs or alcohol
2. Never driver while fatigued
3. Never drive if you have a notifiable criminal offence
4. Never disregard a road rule or legal requirement
5. Never driver a vehicle with defects in relation to providing a service under this agreement
6. 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.
7. Never smoke in or near the car prior to a pickup.
8. Never multiple hire.
9. Never fill up your tank when you have a customer on board.
10. 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, race 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 and then report it immediately after dropping to COD.
11. Never fraternise with customers. The Contractor must conduct him/herself in a professional manner and never ask the customer for personal information or make any personal references of any kind.
12. Never discuss money or the fare with a customer. If asked about the fare by a customer, the Contractor must always refer the customer back to COD.
13. Never accept payment from customers for travel in relation to COD bookings.
14. Never under any circumstance request a gratuity ('tip'). This is entirely a matter for the customer and maybe accepted by the driver if the customer offers gratuity entirely on their own decision.
15. 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.
16. Never forget to report any incidents or accidents (however small or seemingly trivial) to COD as immediately as possible.

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

## ACCEPTING JOBS

### Managing Fatigue

It is the sole responsibility of the Contractor to manage fatigue for occupational health and safety reasons. The contractor should aim to drive no more than 12 hours per day in total. The Contractor should not accept jobs early in the morning after completing late jobs the night before or the reverse.

As you are an independent contractor and have the ability to cover work outside of this agreement, COD have no way to monitor or manage your capacity and hours worked. It is entirely your responsibility to manage your working hours to ensure safety and wellbeing for yourself and any passengers you transport.

This is a fundamental requirement of COD and any driver who is found out to be pushing the safety boundaries will be immediately terminated and reported to the relevant authorities in each state.

### **Booking Offer & Fees**

COD will offer the Contractor bookings at a set fee via our proprietary COD Driver APP. 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, tolls and other extras. Payment of these additional charges is subject entirely on the Contractor following the procedure for adding these extras in the COD Driver APP as outlined in this agreement under the *Closing Jobs* section.

The Contractor has 12 hours from the commencement time of every booking to close a job off with extras in the COD Driver APP. If a Contractor fails to add the extras within this timeframe then the Contractor agrees that he/she forfeits the right to any such additional charges after that fact.

There will be strictly no variances to this Term under any circumstances.

### **Vision Impaired & Vulnerable Passengers**

The Contractor agrees to accept and fulfill bookings for vision impaired passengers who require the companionship of a guide dog or other vulnerable passengers where mobility is affected. It is a requirement of law that these passengers are able to access a wide range of transport options and COD fully embraces supporting and assisting members of this community in every way possible. We have a long alliance with Vision Australia and a deep respect for members of this community.

Where possible the contractor will be given special instructions in the booking details indicating that a guide dog will accompany a passenger so that he/she may place a blanket or other protective cover on the seat for the guide dog.

The contractor also agrees to provide respectful assistance to passengers of impaired vision or other disability affecting mobility.

### **Courtesy Waiting Times**

COD offers customers the following courtesy waiting times:

1. 10 minutes for regular pickups
2. 20 minutes for Special Event pickups
3. 30 minutes for Domestic Airport pickups from the time of aircraft touchdown
4. 60 minutes for International Airport pickups from the time of aircraft touchdown

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 courtesy

(free) waiting times into account when accepting other COD bookings and planning any independent work following a COD booking.

The above courtesy waiting times begins at the scheduled pickup time for train station, residential or office 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.

It is strongly recommended that the Contractor use independent flight tracking applications to check on all flights the night before or **at least 12 hours in advance**. If you click on the flight number in the booking in the COD Driver APP you will be hyperlinked to flight tracking software that will enable you to check details of that flight.

### Acceptance of Bookings

The Contractor agrees to accept bookings from COD by way of our custom-built proprietary COD Driver APP. This application can be downloaded from the App Store or Google Play after the Contractor has successfully registered with COD, completed the onboarding process and been approved and 'activated' for service delivery.

### Booking Edits

When a customer makes a change to a booking which has been accepted by the Contractor, the Contractor will be notified in the COD Driver APP with a notification beside the booking indicating "Action Required" for that booking. The Contractor is given the opportunity to review the changes to the booking and to **accept** or **decline** the new booking details.

If a Contractor accepts the revised booking details they will retain that booking. If the Contractor declines the revised booking it will be recalled to other drivers in the COD network.

### Fulfillment of Accepted Bookings

Once the Contractor has accepted a COD booking within the COD Driver APP, 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 COD booking simply because he/she wishes to accept an alternative booking from a private client of his/her own.

### Never Off-load COD Bookings

The Contractor must never under any circumstance offload a COD booking to another driver. If the Contractor has accepted a COD booking the Contractor is obliged to complete that booking personally.

If for any reason the Contractor cannot fulfill a COD booking that he/she has accepted, then the Contractor must contact COD as soon as he/she is aware of this and return that booking to COD for reassignment.

This is a critical requirement not only by COD but by many state governments and regulators and very strong legal consequences apply for any breaches in this regards.

## Never Accept a Booking or Edit From Customers

The Contractor is strictly prohibited from accepting any request for bookings or changes to existing bookings from a COD customer or representative of that customer.

The Contractor must advise the customer that he/she is not authorized to action any bookings requests and ask that the customer contact COD directly on the toll free number found on our website to make any bookings or changes to a booking.

## DOING JOBS

### Monitor Flight Arrival Times

The Contractor warrants to COD that he/she will monitor flight arrival times for all airport pick up bookings and understands and agrees that for airport pickups waiting time commences upon landing of the customer's aircraft.

It is strongly recommended that the Contractor use independent flight tracking applications to check on all flights the night before or **at least 12 hours in advance**. If you click on the flight number in the booking within the COD Driver APP you will be hyperlinked to flight tracking software that will enable you to check details of that flight.

Any bookings where the flight number does not match the flight arrival time should be referred to COD well in advance of pickup time for investigation and clarification.

### Confirm On Way

The Contractor agrees to confirm all accepted COD bookings through the COD Driver APP.

For all COD bookings accepted by the Contractor, he/she will receive an in-app notification to confirm the booking 90min prior to pick up time. The Contractor will have 45 minutes to confirm.

Confirming a booking indicates that the Contractor is aware of the booking, is on schedule to arrive at the pickup point at least 10 minutes prior to pick up time, and meets all the criteria outlined on the confirmation notification.

If a Contractor fails to confirm a booking within 45min from pickup time he/she will receive an automated phone call from our system advising they forgot to confirm a booking. If the booking remains unconfirmed, the system will call the driver again 3 minutes later. If still unconfirmed 2 minutes after that COD management will be notified by the system.

Please note, currently COD management will try to contact the Contractor and confirm he/she is on the way. In the near future we will be automating the process and failure to confirm a booking will result in that booking being deallocated from the Contractor and offered up to the network for reallocation.

The Contractor warrants to COD that he/she forfeits the right to any booking which is reallocated due to the Contractors failure to confirm that booking and there will be no exceptions to this term under any circumstance.

## Arrive 10 minutes early

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

## Customer Contact

For privacy and security reasons all customer contact must be made using the Customer Contact option in the COD Driver APP.

The Customer Contact option will only become live 90 minutes before a booking commences and provided the driver has "Confirmed" the booking. Before that time any questions related to a booking must be directed to COD using the Contact COD option on the COD Driver APP.

DO NOT CALL THE CUSTOMER unless absolutely necessary. Text message on arrival is preferred, see below for more details.

## Text message the Customer

On arrival at the pickup point the Contractor must send the customer a text message by using the **Contact Customer option within the COD Driver APP**. 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 COD customers.

A primary reason for this text message is to protect COD 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 despite having a scheduled booking with COD. It is the experience of COD 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 vehicle plate number
3. Confirmation that the Contractor is at the pickup point or nearest legal stopping 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 nearby your office due to no stopping conditions. Please let me know when you are ready and I will drive up to you.*
- *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 in HC007 and I will be waiting for you at the limousine pickup point near carousel 5. I will have a mobile phone/tablet with your name on it.*

- *Hi Ms Jones, my name is Sam, I am your driver in HC007 and I am waiting for you in the limousine holding area. When you are ready please call me and I will drive up and collect you from the curb just outside the terminal near carousel 5.*

### Missing Text Message Penalty

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

In the event that the Contractor does **not** send a text message on the basis outlined above and this failure, in the reasonable opinion of COD, 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 COD will **not pay you** for the booking.

### Running Late

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 COD to advise of the anticipated delay, and in all cases should make such contact as soon as possible and at least 30minutes before the scheduled pickup time.

COD will then attempt to contact the customer and confirm if they can accommodate late pickup. If not, COD may organise an alternative vehicle. Failure to contact COD in such situations may, at COD's discretion, result in payment to the Contractor for the relevant booking being wholly or partly withheld and/or the Contractor reimbursing COD 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.

### Designated Airport Meeting Points

The Contractor agrees to be aware of the designated airport meeting points and wait at these points for all COD customer airport pickups. The designated meeting points are outlined on the COD website [www.carsondemand.com.au](http://www.carsondemand.com.au) and can be accessed from the *Support/Airport Transfers* page or *Support/Find Your Driver* page and clicking on the "List of Meeting Points" button.

### Digital Whiteboards for Airport Pickups

The Contractor agrees to use a handheld device (such as tablet or large screen mobile phone) instead of the old handwritten whiteboards with the customer's name on it for all domestic and international airport pickups.

The old whiteboards with handwritten names are no longer acceptable as they look outdated/unprofessional and are often hard to read by customers. The Contractor is expected to use either a mobile phone or a tablet with the customers name displayed on it for all airport pickups.

If the Contractor does not use a handheld device with the customers name on it at an airport pickup point and this results in the Contractor not being able to locate the customer, this

may result in partial or complete loss of payment and additional damages in the event that COD is required to compensate the customer for delays and alternative transport costs.

### 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:

1. the Contractor must first attempt to call the customer using the Contact Customer option on the COD Driver APP.
2. If the Contractor cannot contact the customer, he/she must then contact COD. COD will then try to reach the customer or a representative of that customer.
3. If COD cannot make contact with the customer the Contractor will be instructed to close the job in the COD Driver APP as a *No Show*. In this event the driver will then be released and paid the full agreed amount for the booking.

**The Contractor must not leave the pickup point under any circumstances without calling COD. If that does happen the Contractor will NOT be paid for the job and may be suspended from the service.**

### 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 (and is otherwise not readily available), the Contractor must refuse the job and contact the COD operations manager immediately. In such instances, COD will release the Contractor and the Contractor will be paid \$50 plus any applicable waiting time allowance in accordance with this agreement.

### 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 close the job with extras and indicate a figure under Other Extras. This will be reviewed by COD for approval. If the Contractor fails to notify COD by this method, extra payment for a further destination will not be made after the fact. There will be strictly no variances to this Term under any circumstances.

### Chargeable Waiting Time

#### **Authorised Waiting Time**

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

COD will pay the Contractor a fee per minute (as indicated below and less commission) of waiting up to the authorised length of time if a specific waiting time has been indicated by the customer.

If a customer has authorised and agreed to pay for waiting time 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.

### **Unauthorised Waiting Time**

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 **30 minutes** beyond the courtesy waiting time and will be paid the waiting time fee for a maximum of 30 minutes waiting time.

If a customer then authorizes waiting time beyond this 30 minute period then COD will be in discussion with the Contractor and agreement made for further waiting time on a case by case basis if it suits the Contractor.

### **Waiting Time Fees**

|                  |                    |
|------------------|--------------------|
| Sedans           | \$1.50 per minute* |
| Special Vehicles | \$2.50 per minute* |

*\* Please note these are the retail prices charged to the customer and payment to the Contractor will be net of commission.*

### **Reporting Incidents**

The Contractor warrants that he/she agrees to immediately report to COD any problems, customer or passenger complaints, incidents or accidents that occur during the trip, including any form of inappropriate behaviour by a customer.

Any incident which is other than the perfect, uneventful transfer of a customer from one point to another would constitute an incident that requires reporting to COD as immediately as possible.

The Contractor must not under any circumstances be impolite, rude or abusive to a customer.

If the pickup has not taken place the Contractor must contact COD immediately for assistance.

If already in transit, 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 or customer(s) to the destination point or, if not practicable, the nearest safe spot. The Contractor must then call COD immediately to report the occurrence.

### **Inappropriate Conduct**

Both subcontractor drivers and customers of COD have a right to work and be transported in a safe, secure and non-threatening environment.

COD has a zero tolerance policy towards inappropriate conduct by any party involved in a point to point transfer.

The Contractor warrants that he/she understands and agrees to all safety requirements outlined in this agreement and will diligently conduct him/her self to the highest professional standards.

In return COD warrants that we support the right of the Contractor to perform the services outlined in this agreement in a safe environment that is free from hostility, abusive or inappropriate conduct by any COD customer.

The Contractor warrants that he/she will immediately report any incident of inappropriate conduct to COD.

## **Lost Property**

If the Contractor locates lost property left in vehicle by a customers, he/she must inform COD immediately. COD will contact the relevant customer to arrange delivery to an agreed location or other arrangements for the return of the property.

COD will endeavour to return lost goods to the customer without incurring further charges while taking the Contractors movements into considerations. The Contractor agrees to cooperate in this regard.

If unavoidable, applicable trip charges will be agreed on between the customer and COD for any such deliveries and paid to the Contractor.

## **CLOSING JOBS**

### **Auto Close Timeframes**

All COD bookings are automatically closed without extras 12 hours after commencement time.

For all jobs auto-closed by the system COD will pay the Contractor in respect of each trip completed the relevant advertised price (inclusive of GST) displayed at the time the job is accepted by the Contractor through the COD Driver APP.

### **Manual Close – Adding Extras**

There are a number of extras that may be incurred which need to be added by the Contractor after a booking by using the “CLOSE JOB WITH EXTRAS” option in the COD Driver APP.

These extras include (but are not limited to) waiting time, tolls, airport parking fees, international airport charge, unscheduled stops, soiling and damages.

The Contractor has 12 hours from the commencement time of a booking to close it off with extras in the COD Driver APP. The driver will also receive an email 2 hours prior to auto-closure as a reminder to close job with extras if applicable.

Payment of these additional charges is subject entirely on the Contractor following the procedure for adding these extras in the COD Driver APP within 12 hours from the time the booking commenced.

If a driver fails to add the extras within this timeframe then the Contractor agrees that he/she forfeits the right to claim any such extra charges after that fact.

There will be strictly no variances to this Term under any circumstances.

## GETTING PAID

### Payment Process

Subject to the provisions of this agreement, COD will:

1. Pay the Contractor as follows and with the following conditions in respect of each trip completed the relevant advertised price (inclusive of GST) plus any authorised additional charges (see relevant sections).

Please also see the *Price Guides* on our website to get an understanding of the extras that are applicable. Some extras (such as special event premiums and late night surcharge) are added automatically by the system and displayed at the time the job is offered through the COD COD Driver APP. Others need to be added by you at the time of closing a job off in the COD Driver APP (such as waiting time, tolls and airport parking fees and additional en-route stops)

2. Payment will be made by electronic funds transfer (**EFT**) to the bank account nominated by the Contractor as captured in the COD online driver profile. Payments will be processed on a weekly basis usually on Tuesdays for all work completed prior to 4pm on the Monday before payday.
3. Payment can be expected within 2-5 working days from the date of the payment run. COD 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.
4. A remittance advice will be emailed to the driver showing the full amount deposited into his/her bank account and the individual jobs covered in that payment.
5. This remittance advice serves as an ATO compliant “supplier generated tax invoice” and therefore COD does not require any driver to provide tax invoices for services delivered.

### Incorrect Bank Details

Any EFT payment that is rejected due to the Contractor not having given COD the correct bank account details or having forgotten to update COD in the event of a change to the Contractor’s banking details will incur a penalty to the Contractor.

The Contractor agrees to pay to COD a **\$50 administrative fee** for the service of investigating and organizing manual payment. The Contractor specifically authorises COD to deduct such amount from any monies owed by COD to the Contractor. In such an event a manual payment for the booking will be made less the \$50 fee and the original remittance advice will hold. No new remittance advice or payment receipt will be issued.

## Gratuities

As indicated above, if a customer wishes to give the Contractor a gratuity (commonly known as a tip) then this is entirely a matter between the customer and Contractor.

COD is unable under any circumstance to facilitate or process any gratuity payment to the Contractor by way of its credit card facilities or otherwise.

## QUERIES AND DISPUTES

### 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 COD to deduct such amount from any monies owed by COD to the Contractor.

### Resolution of Disputes

The Contractor and COD agree to discuss in good faith any disputes or other differences arising between them in relation to this agreement. The Contractor agrees to notify COD 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 COD. COD 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 management within COD, and failing prompt resolution then to the CEO.

If despite having negotiated in good faith the parties are unable to resolve a dispute within 21 days of escalation to the CEO, then the matter will be considered closed and 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 email or by pre-paid certified post and shall be deemed to have been served immediately via email and 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 COD, 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 the agreement option. The details of this acceptance are held on file electronically by COD and capture the exact date and time the contractor completed the registration form and selected the agreement acceptance option.

**END OF DOCUMENT**