

TERMS AND CONDITIONS FOR CONDUCTING TAXI SERVICES AT MELBOURNE AIRPORT

Subject to you registering your taxi with APAM and complying with these terms and conditions, APAM consents to you entering the Airport to provide a Taxi Service.

By registering with APAM and entering the Airport to provide a Taxi Service, you agree to be bound by the following terms and conditions.

TERMS AND CONDITIONS

1 General

- (a) You acknowledge that any breach of these terms and conditions by you may result in a ban applying to you as a driver of a taxi, and/or banning your vehicle, from entering the Airport for the purpose of providing a Taxi Service.
- (b) You may only operate a Taxi Service at the Airport if you have registered with APAM at <https://applications.melbourneairport.com.au/SignIn> (Taxi Registration).
- (c) You must maintain and comply with the conditions of all relevant licences (including a driver's licence and applicable commercial passenger vehicle driver accreditation), directions (including any conditions that are issued by the Victorian Taxi Directorate that apply to you), authorities and permissions required by Victorian law from time to time.
- (d) You must also provide proof of such licences, authorities and permissions when requested to do so by an Authorised Person.
- (e) You must have a valid Taxi Tag with a positive balance.
- (f) You must follow the taxi procedures published on the Melbourne Airport website ([Taxi access | Melbourne Airport](#)) which may be changed from time to time.
- (g) APAM reserves the right to amend the fees set out in Schedule 2 by no more than CPI once every 12 months, provided that 30 days' notice is given to you.
- (h) APAM may only increase fees more frequently than once every 12 months and/or by more than CPI if the increase reasonably aligns to APAM's operational requirements.
- (i) If you do not agree to any amendments described in clauses 1(g) or (h) above, you may elect not to provide a Taxi Service at the Airport.
- (j) A breach of these terms and conditions may result in:
 - (i) you not being permitted to conduct a Taxi Service at the Airport; and/or
 - (ii) the issuing of a Penalty Infringement Notice.

2 Parking fees

- (a) You must pay all parking fees, including the fees set out in Schedule 2, and other costs that you incur at the Airport in relation to your taxi.
- (b) You must not avoid a parking fee by any means, including Tailgating through a Melbourne Airport Car Park exit or entry.
- (c) If you fail to enter the Airport via the primary holding area in order to provide a Taxi Service, you will be charged an additional Access Fee when you exit the Airport.
- (d) You agree to be bound by the terms and conditions of entry to Melbourne Airport Car Parks, currently displayed at each car park entry.

3 Conduct at the Airport

- (a) You must drive safely at all times, comply with Airport signage and comply with directions given to you by an Authorised Person, including obeying the instructions of a taxi rank officer.
- (b) You must not behave or use language in a manner that is antisocial, threatening, offensive and/or violent.
- (c) You must not wilfully or negligently cause damage to property or persons.
- (d) You must not refuse a Valid Request by a member of the public for you to provide a Taxi Service.
- (e) You must not Tout (or use Spotters to assist in Touting) for the provision of a Taxi Service to a member of the public.
- (f) You must queue in the taxi rank in an orderly fashion and otherwise conduct yourself in a manner that does not cause disruption or interference to movement of traffic.
- (g) You must not be found guilty of an indictable offence.
- (h) You must not, at the Airport, act in a manner that is inconsistent with the laws and regulations of Victoria or the Commonwealth that apply to you, including but not limited to the *Road Safety Act 1986* (Vic), *Road Safety Road Rules 2009* (Vic), *Transport (Taxi-Cabs)*

Regulations 2005 (Vic), and the *Airport (Control of on-Airport Activities) Regulations 1997* (Cth).

- (i) You must not Litter.

4 Access and Parking

- (a) You must not park your taxi so as to obstruct the free passage of traffic or persons.
- (b) You must obey all signage at the Airport and must only park or stand in areas that are designated parking or standing areas.
- (c) APAM will use the Taxi Registration system to identify eligible taxi drivers and allow them access to the Airport for the purpose of providing a Taxi Service.

5 Breach of terms and conditions

- (a) If you breach these terms and conditions your right to enter the Airport to provide a Taxi Service will be revoked for the period set out in Schedule 1 (**Suspension**), subject to clause 5(c) of these terms and conditions.
- (b) Suspension periods applicable in respect of multiple breaches arising from one incident shall run concurrently.
- (c) If you breach any of these terms and conditions which results in a Suspension on three or more occasions within a 12 month period, APAM may impose an additional 12 month Suspension.

6 Insurance and Liability

- (a) You must take out and maintain at all times while operating a Taxi Service at the Airport with a reputable insurer, insurance coverage for third party personal injury and property damage for \$20m.
- (b) The maximum cumulative liability of a party for loss sustained by the other party under or in connection with these terms and conditions, will be capped at the amount recoverable (or that would have been recoverable) under your insurances in accordance with clause 6(a).
- (c) Each party will mitigate its loss in respect of clause 6(b).
- (d) Neither party is liable to the other party (and APAM is not liable to any passengers in your vehicle, or any other party) for any loss, damage injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunity, exemplary or punitive damages) whether to person or property (including your vehicle).
- (e) APAM reserves the right to tow or enter your taxi and move it where the taxi has been left unattended or has become a hazard or you are in breach of clauses 3(a), 3(f), 3(h), or 4. You agree that APAM has no liability for any loss or damage caused as a result of entering or moving your taxi, except to the extent APAM acted negligently.

7 Privacy

- (a) In order to process and finalise your Taxi Registration, APAM will collect and store a limited amount of personal information – including but not limited to your name, address, phone number and relevant vehicle registration details.
- (b) Appropriate technology and security policies, rules and measures will be implemented to protect the personal information that APAM has under its control from unauthorised access, improper use, alteration, unlawful or accidental destruction and accidental loss.
- (c) For further detail on how APAM may collect, use, disclose and handle personal information including your right to access and update personal information or raise any privacy complaints, please see Melbourne Airport's Privacy Policy at <http://melbourneairport.com.au/privacy-policy>.
- (d) Any complaints about privacy issues are to be directed to the Company Secretary, Melbourne Airport.

Defined terms

"Access Fee" has the meaning given to it in Schedule 2.

"Airport" means Melbourne Airport, Tullamarine, Victoria 3045.

"APAM" means Australia Pacific Airports (Melbourne) Pty Ltd ACN 076 999 114.

"Authorised Person" means:

- (a) any employee of APAM and any other person who is appointed by APAM to be an authorised person for the purposes of these terms and conditions;
- (b) any employee, agent or contractor of the forecourt service provider

from time to time;

- (c) any authorised officer, agent, or contractor of the Victorian Taxi Directorate; and
- (d) any member of the Victoria Police or Australian Federal Police.

“**CPI**” means the All-Groups Consumer Price Index for Melbourne published quarterly by the Australian Bureau of Statistics or if that index is replaced then the index which is most closely linked to that index.

“**Litter**” means the act of polluting land as defined within section 45 of the *Environment Protection Act 1970*

“**Melbourne Airport Car Park**” means any car park at the Airport.

“**Penalty Infringement Notice**” means an infringement notice issued under the Airports Act 1996 (Cth) or the Airports (Control of On-Airport Activities) Regulations 1997 (Cth).

“**Spotters**” means a person who identifies and makes an offer, solicits or induces a person to hire a Taxi Service.

“**Suspension**” has the meaning given to it in clause 5(a) of these terms and conditions.

“**Tailgating**” means to follow closely behind another vehicle with a view to gaining access to or from an area to evade payment of a fee or charge.

“**Taxi Service**” means the provision of a taxi for collecting persons from the Airport and transporting those persons for a fee.

“**Taxi Tag**” means a dedicated short range communication tag which is provided by CityLink and facilitates payment for travel on CityLink toll roads.

“**Tout**” means making an offer, soliciting or inducing a person to hire a Taxi Service.

“**Valid Request**” means a request that is not able to be refused under Part 5 Division 2 of the *Transport (Taxi-Cabs) Regulations 2005* (as amended from time to time).

SCHEDULE 1 OUTCOME OF BREACH OF TERMS AND CONDITIONS

Term	Suspension periods (applying to driver and/or vehicle)
1(c) Failure to maintain the licences and/or authorities	Automatic Suspension until such time as licence or authority gained.
1(c) Failure to produce licences, authorities, or permissions to an Authorised Person	1 month Suspension
1(f) Failure to comply with the taxi procedures	Up to 12 month Suspension
2(a) Failure to pay parking fees	Suspension until the parking fee is paid.
2(b) Tailgating or avoidance of parking fee	6 month Suspension
2(c) Failure to comply with the terms and conditions of entry to Melbourne Airport Car Parks	Up to 6 months Suspension
3(a) Non-compliance with rules and signage	1 month Suspension
3(b) Offensive conduct	12 month Suspension
3(c) Damage to property or persons	12 month Suspension
3(d) Refusing a fare in rank	24 hour Suspension
3(e) Touting and using Spotters	12 month Suspension
3(f) Causing disruption or interference in Taxi rank	24 hour Suspension
3(h) Acting inconsistently with legislation	6 month Suspension
3(i) Littering	1 month Suspension
4(a) Driving unsafely or not complying with legislation	6 month Suspension
4(a) Obstructing traffic or persons	1 month Suspension
4(b) Not following airport signage	1 month Suspension
5(c) Consecutive breaches	12 month Suspension

SCHEDULE 2 - Fees

VEHICLE TYPE	DURATION	FLAT RATE (INC. GST)	CONGESTION & EXCESS CHARGES
Taxis	Access Fee	\$4.50	Yes
Pre-booked taxis	0-15 mins	\$4.40	Yes
	15-30 mins	\$4.95	Yes
	30-60 mins	\$9.90	Yes
	1-3 hours	\$26.40	Yes
Per extra day	3 hours+	Terminal T1, T2, T3 Drive up Rates	Yes