

## Driver Declaration

I \_\_\_\_\_ (*Driver Full Name*) have read and understood the **Total Mobility Driver Terms and Conditions of Access**, together with any variations notified to me by the Transport Operator or GWRC, and agree to abide by them at all times.

- I understand that payment may be withheld for any Trip that has not been conducted and recorded in accordance with the requirements of the **Total Mobility Driver Terms and Conditions of Access**. This includes, but is not limited to, any transaction whereby the fare is inflated or discounted to Total Mobility or the Customer and where excessive waiting time is claimed.
- I understand that failure to adhere to the **Total Mobility Driver Terms and Conditions of Access** or my misuse of the Total Mobility Scheme may result in my access to the Total Mobility Scheme and/or that of the Transport Operator I contract to being temporarily or permanently withdrawn by GWRC.
- I understand that failure to adhere to the **Total Mobility Driver Terms and Conditions of Access** or misuse of the Scheme may result in GWRC reporting my actions to the New Zealand Police, and/or the New Zealand Transport Agency and/or any successor organisations.
- I understand that failure to adhere to the **Total Mobility Driver Terms and Conditions of Access** or misuse of the Scheme may result in legal action against me and/or the Transport Operator.
- I understand that the **Total Mobility Driver Terms and Conditions of Access** must be read in conjunction with any other applicable policies or procedures, which may be amended from time to time, and shall be made available to me by the Transport Operator. This includes, but is not limited to:
  - I. Ridewise Manual Back-up Process
  - II. Multiple Hoist Process

**Driver Signature** \_\_\_\_\_

**Driver ID** \_\_\_\_\_

**Driver Name** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

## Driver Terms & Conditions of Access

### General Terms

1. The Total Mobility scheme (TM) is administered by Greater Wellington Regional Council (GWRC) and provides access to subsidised taxi services for eligible people who have a permanent disability or impairment that prevents them from using public transport.
2. Subsidised services are provided by Approved Taxi Operators and Private Hire Service Providers (in each case, the "**Transport Operator**") and accordingly their Drivers must comply with the contract relating to the Scheme between the GWRC and the Transport Operator. The terms of that contract prevail over these Driver Terms and Conditions of Access in the event of any inconsistency.
3. These Total Mobility Driver Terms and Conditions of Access (**Driver T&Cs**) are enforceable by GWRC and the Transport Operator for the purposes of the Contracts (Privity) Act 1982.
4. Acceptance by signature of these T&Cs is mandatory for all Drivers who choose to provide TM services and by signing the Driver acknowledges full understanding and undertakes to abide by these T&Cs in addition to any variations made by GWRC.
5. Drivers shall not be permitted to provide TM services for the Transport Operator unless a signed declaration of acceptance of the Driver T&C is held on file by the Transport Operator.
6. GWRC may change, at any time and without prior notice, these T&Cs, the TM subsidy amount or eligibility criteria. The current version of the T&Cs will be maintained on the GWRC website.
7. Eligible TM trips are currently subsidised by GWRC at 50% of the total fare payable for the Trip or \$40, whichever is the lesser amount. For Private Hire Services total fare payable means the "pre-agreed cost of travel" under the agreement for the provision of TM services with the Transport Operator. The subsidy amount is paid by GWRC to the Transport Operator.
8. If you fail to comply or adhere to these T&Cs, knowingly provide misleading or false information, or fail to notify GWRC of any processing errors you may be subject to disciplinary action which may include temporary or permanent withdrawal from TM, immediate recovery of any subsidies paid to you or the Transport Operator and, at the discretion of GWRC, legal action.
9. The Transport Operator is not permitted to claim for trips conducted with the Driver acting in breach of these T&Cs.
10. The fare payable by the Customer must be calculated with the in-taxi meter in accordance with the fare schedule you are bound by or, in the case of Private Hire Service Provider, the pre-agreed fare.
11. You must not discount or inflate the fare payable by the TM Customer in any way, including rounding the fare up or down to the nearest dollar.
12. Payment for any TM transaction that does not meet the requirements of the Driver T&Cs may be withheld. This includes, but is not limited to, failure to correctly process a TM Card, inflation of fares, excessive waiting time and failure to take the most efficient route.
13. GWRC makes payment for approved TM transactions to the Transport Operator, not the driver. Accordingly, any issues or queries relating to payment are between Transport Operator and the Driver.
14. Drivers shall not make direct contact with GWRC, by phone or otherwise, regarding TM issues. Issues will only be responded to or addressed through the Transport Operator.
15. Deliberate or frequent input of incorrect transaction data or misuse of your access to TM may be deemed fraudulent and will result in disciplinary action which may include temporary or permanent withdrawal from TM, immediate recovery of any subsidies paid to you or the Transport Operator and legal action.
16. Payment will not be made for any transaction entered with incorrect transaction data. This includes, but is not limited to, incorrect pick-up or drop-off zones and failure to tag a TM Card at the beginning of a trip.
17. Misuse of a Customers' TM Card will instantly be deemed fraudulent and will result in disciplinary action which may include temporary or permanent withdrawal from TM, immediate recovery of any subsidies paid to you or the Transport Operator and legal action.
18. GWRC reserves the right to undertake any investigation method it considers necessary in order to verify the authenticity and accuracy of any transaction or claim for payment. This includes accessing any records held by you or any company that you are employed by, contract to or are a shareholder or director of.
19. Drivers must provide a level of service which enables people with disabilities to safely manage their travel such as opening car or van doors to assist them in and out of the vehicle, and to minimise the walking distance from vehicle to destination where possible. This level

of service shall be deemed standard and as such no additional charges shall be payable.

20. The maximum permitted waiting time for a single trip is five (5) minutes. Waiting time is the time that the vehicle must remain stationary, after a trip commenced, for the Customer to carry out their business and return to the vehicle. Eg. To collect a prescription from the chemist. The in-vehicle meter must be on for the entire trip, including waiting time. Any claim for more than five (5) minutes waiting time will be deemed a breach of these Driver T&Cs and will result in payment for the entire trip being withheld and disciplinary action which may include temporary or permanent withdrawal from TM, immediate recovery of any subsidies paid to you or the Transport Operator and legal action.
21. All TM trips recorded are to be single one-way Trips, where the origin and destination are two separate locations. Time spent between the completion of one Trip and commencement of another for the same Customer cannot be considered as Waiting Time. Recording of Trips is explained further in these Driver T&Cs.

### **Before you undertake a Trip for a Total Mobility Customer**

22. You must check the TM Card is valid by ensuring the photo on the card matches the Customer and that it is accepted as valid by the Ridewise equipment.
23. You will not undertake Trips for a Customer where either the Customer has contacted you directly in any form other than as described in these Driver T&Cs; or where you have contacted the Customer directly.
24. Other than as described in these Driver T&Cs, all Trips must be allocated to you through booking and dispatch systems (Allocated Trip) in place with the Transport Operator you are employed by, contract to or are a shareholder/director of, except where you have completed an Allocated Trip and the Customer requests a return trip on the same day from you (Return Trip). A Return Trip is limited to one (1) Trip per Customer per day.
25. You may undertake Trips for a Customer where the Customer has hailed you from a designated taxi stand (Hailed Trip), but not any other location other than the Allocated Trip or Return Trip pick-up address.
26. Under no circumstances must a Trip be recorded as a TM Trip when another organisation is paying for the travel, for example: a rest home, ACC, or Workbridge etc. In other words, if the Customer is not paying for

the Trip, they are not permitted to use TM. This means that you are not able to claim a TM Subsidy, including any extra payments for use of a wheelchair hoist (Hoist Fee).

27. Under no circumstances must a Trip be recorded or claimed where a Trip has not occurred. Any such instances will be deemed fraudulent and will be subject to disciplinary action.
28. The Customer must always be present in your vehicle, except where Waiting Time, as described elsewhere in these Driver T&Cs, occurs.
29. You may not act as a courier to pick up parcels, family members or friends etc without the Customer present in the vehicle for the entire Trip.
30. Subsidy may only be claimed for the portion of travel the Customer was in the vehicle. For example you may not pick up a non- TM Customer at Point A, proceed to Point B to pick up the Customer and then claim a Subsidy for the entire journey once you reach the destination.

### **Accepting and processing Total Mobility Cards**

31. If a Customer does not present their TM Card before the Trip commences, they are not eligible for the Subsidy and you may not claim a Subsidy (this includes any manual claim). This applies to any Customer from other parts of the country, which will have a TM Card issued by their relevant Regional Council. In some circumstances the TM Card may not be electronic and if so a voucher will be presented.
32. You must not keep a Customer's TM Card in your possession under any circumstances and you must return it to the Customer at the end of each Trip.
33. Only one TM Card can be used per Trip to claim the Subsidy regardless of how many Customers are travelling.
34. Hoist Fees may be claimed on a per hoist user basis when travelling together. In such situation, each hoist user's TM Card must be presented and processed at the time of travel.

### **Completing and recording the Trip**

35. The Customer's TM Card must be 'tagged' by holding it to the Ridewise equipment before the Trip commences. This action registers the Trip start time, and verifies that the TM Card is valid.

36. If the TM Card is not recognised as valid by the smart card reader you must return the card to the Customer and advise them to contact GWRC. The Customer will be required to pay a full fare however they may claim a refund at a later date if it is deemed to be an error with the Ridewise equipment. Such refund will be arranged between the Transport Operator and Customer directly, with the Transport Operator manually claiming a TM Subsidy.
37. Drivers must correctly log out of the Ridewise equipment at the end of each shift, then log in at the beginning of each shift to ensure up to date information is received. This includes information such as new Customers, replaced cards etc.
38. Drivers are not permitted to share their driver login details to access the Ridewise equipment. Each driver must log in using their own unique login details at all times, regardless of who owns the vehicle being driven.
39. The Ridewise equipment must be closed immediately on the completion of each Trip, with fare calculation taking place in accordance with the fare schedule you are bound by (or in the case of a Private Hire Service Provider, the pre-agreed fare) whilst the Customer is in the vehicle.
40. The meter is not to record any time after reaching the destination. This includes, but is not limited to; any time spent unloading passenger luggage or deploying a wheelchair hoist. Such time must not be included in any fare calculation.
41. Time spent at the destination is not considered Waiting Time.
42. On completion of the Trip and calculation of the fare from the in-vehicle meter, you must record Trip, fare, origin zone and destination zone information into the Ridewise equipment whilst the Customer is in the Vehicle.
43. You must issue a receipt at the end of each journey and return the TM Card to the Customer. This also applies when a Customer has requested a Return Trip.
44. Where a Return Trip is requested by the Customer, two separate receipts will be issued; one each for the Allocated Trip and Return Trip.
45. No additional charges are to be imposed or claimed for transporting walking frames, manual wheelchairs or additional passengers other than those published in any fare schedule you are bound by.
46. The Customer must pay 50% of the total fare together with any amount that exceeds the Subsidy. The Driver

is not permitted to 'discount' the Customer portion of the fare in any way.

47. The Driver must not accept any other form of payment from the Customer in lieu of 50% of the total fare such as other goods or services.
48. The Driver must notify Transport Operator immediately of any transactional error. This includes, but is not limited to, incorrectly entering the fare amount or area details.

### **Ridewise equipment failure**

49. In the event of Ridewise equipment failure you must notify the Transport Operator immediately and follow the appropriate manual process.

### **Carriage of your own family members or close associates**

50. You may not claim any Subsidy if transporting any of your own family members or close associates, regardless of such person being a TM Customer. A family member or close associate is a person who is part of a group of people affiliated through a shared relationship, affinity, or co-residence and includes extended family.

### **Payment of Hoist Fees (GWRC Registered Wheelchair Hoist Equipped Vehicle Operators only)**

51. A Hoist Fee may only be claimed by the Driver where;
  - i) the wheelchair bound Customer has a valid TM Card and requires the use of a wheelchair hoist to get in and out of the vehicle, and
  - ii) the Driver uses a wheelchair hoist equipped vehicle certified and registered with GWRC under the Scheme
52. The fare charged must not include any time spent assisting the Customer out of the vehicle on completion of the Trip, regardless of whether a wheelchair hoist is used or not.
53. Additional Hoist Fees may be charged by the Driver when two or more wheelchair bound Customers require use of a wheelchair hoist during the course of one Trip. Each wheelchair hoist using Customer must present their TM Card before the Trip commences.
54. Hoist Fees may not be claimed for any non-wheelchair bound Customer that does not require a wheelchair hoist. This includes where a Customer has ordered a standard sedan but a wheelchair hoist van has been

sent and the hoist deployed because the Customer has difficulty using the steps up into the van.

55. The amount of the Hoist Fee may be changed at any time with prior notice given to the Transport Operator.

### Customers from other regions

56. TM Customers from regions may also present an electronic TM Card. This card shall be processed via the magnetic stripe reader (not the smart card reader) on your Ridewise equipment.
57. TM vouchers from other regions must be accepted provided they are presented alongside the Customer's valid TM Card. Such vouchers entitle the user to the same Subsidy as a local Customer. You must ensure the Customer's name and TM Card number is recorded on the voucher.

### Changes to these Driver T&Cs

58. GWRC reserves the right to change these Driver T&Cs at any time.
59. If changed, prior notice will be provided to the Transport Operator, who shall then distribute to drivers accordingly.
60. Drivers are not obliged to accept changes to these Driver T&Cs however it will be deemed accepted immediately once the Driver carries out a TM Trip subsequent to such changes.

### Customer Terms and Conditions of Use

61. Drivers should be aware that all TM Customers are bound by the Customer Terms and Conditions of Use (**Customer T&Cs**), a copy of which is available on the GWRC website.
62. Drivers are required to inform GWRC in the event it becomes apparent that a Client is breaching the Customer T&Cs. This includes, but is not limited to;
- Customer fails to produce TM Card before the Trip commences
  - Customer uses TM Card for travel partially or wholly subsidised by any other organisation
  - Customer incurs unnecessary waiting time prior to the Trip commencing
  - TM Card presented to subsidise travel for persons other than the TM Customer
  - Any misuse or abuse of TM

***If you are unsure of a correct process or require additional information, you must contact the Transport Operator in the first instance.***