

Service Contract

between

The State of Queensland

and

Yellow Cabs (Queensland) Pty. Ltd.

Released under RTI - DTMR

THIS AGREEMENT is made this 3rd day of ~~November~~ ^{December} 2010.

BETWEEN: THE STATE OF QUEENSLAND acting through the Department of Transport and Main Roads (ABN 13 200 330 520) (TMR)

AND: YELLOW CABS (QUEENSLAND) PTY. LTD. (ABN 84 294 365 413) (the Operator)

RECITALS

- A. The Operator is currently the sole taxi service contract holder providing the administration of taxi services in the Ipswich taxi service area and holds one of the two current taxi service contracts in respect of the Brisbane taxi service area.
- B. TMR wishes to engage the Operator to provide public passenger services on a trial basis using taxis in specified zones within the Ipswich area known as the TransLink Western Region (**FlexiLink Services**).
- C. TMR considers that there is an urgent need for the FlexiLink Services in order to satisfy the transport needs of passengers due to a restructure of the bus network in the TransLink Western Region.
- D. The Operator has agreed with TMR to provide the FlexiLink Services on the terms set out in this agreement.
- E. This agreement is a service contract pursuant to section 38 of the *Transport Operations (Passenger Transport) Act 1994 (Act)*.
- F. The TransLink Transit Authority (TTA) was established on 1 July 2008 as a statutory authority representing the State of Queensland under the *Transport Operations (TransLink Transit Authority) Act 2008*.
- G. TTA is primarily responsible for the delivery and management of public transport services in South East Queensland and has been delegated authority to exercise powers under the Act in respect of the TransLink area.
- H. TTA will manage this agreement as delegate of TMR.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

Act means the *Transport Operations (Passenger Transport) Act 1994* as amended from time to time and includes all relevant regulations and standards made pursuant to that Act.

Brisbane Fleet has the meaning given in clause 5.5(b).

Business Day means any day on which banks are open for business in the Ipswich City Council area.

Commencement Date means 13 December 2010, being the date of commencement of the FlexiLink Services.

Concession Fare has the meaning given in clause 6.1(a)(i).

Driver Completed Journey Record means the record referred to in clause 6.1(b).

Expiry Date means the date six (6) months from the Commencement Date.

Fare Revenue (FR) has the meaning given in clause 6.2(c).

FlexiLink Services means the services described in Recital B above as more particularly described in the Service Plan.

GST has the same meaning given in the GST Law.

GST Law has the same meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

Intellectual Property Rights includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia or elsewhere, or as protected by legislation from time to time, whether created before, on or after the Commencement Date, but excludes moral rights.

Ipswich Fleet has the meaning given in clause 5.5(b).

Metered Fare (MF) has the meaning given in clause 6.2(c).

Monthly Report has the meaning given in clause 6.2(b)(i).

Non T Plated Vehicles has the meaning given in clause 5.5(b)(ii).

Recipient Created Tax Invoice has the meaning given to that term by the GST Law.

Service Area means each area in which the FlexiLink Services are to be provided, as more particularly described in the Service Plan (including its attachments) as "roam zones" and as may be changed by TMR from time to time in accordance with this agreement.

Service Fee (SF) has the meaning given in clause 6.2(c).

Service Plan means the service plan for the FlexiLink Services contained in the Schedule, as amended from time to time in accordance with this agreement.

Standard Fare has the meaning given in clause 6.1(a)(ii).

Tax Invoice has the meaning given to that term by the GST Law.

Taxi Service Contracts means the taxi service contracts held by the Operator during the Term in respect of the Ipswich taxi service area and the Brisbane taxi service area, as referred to in Recital A.

Taxes includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding together with any interest and penalties which is levied or imposed by any government authority.

Term means the period from the Commencement Date to the Expiry Date.

TMR includes:

- (a) the State of Queensland; and
- (b) the Queensland Department of Transport and Main Roads, any of its divisions and agencies, its chief executive and any person exercising a delegation on behalf of its chief executive, and any persons engaged to act on its behalf;

as the context requires.

TTA means the TransLink Transit Authority, a statutory body corporate established by the *Transport Operations (TransLink Transit Authority) Act 2008*.

TTA Concession Policy means the concession policy for passengers to be eligible to pay Concession Fares, as attached to the Service Plan and as may be changed by TMR from time to time in accordance with this agreement.

1.2 Interpretation

In this agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and words in the plural include the singular;
- (b) words denoting a given gender will include all other genders;
- (c) where a word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to any legislation will include any modification or re-enactment of such legislation or any legislative provision substituted for any legislation and statutory instruments issued under such legislation;
- (e) all references to dollars are to Australian dollars;

- (f) a reference to a month is to a calendar month;
- (g) a reference to a clause or schedule is to a clause of, or schedule to, this agreement;
- (h) schedules to this agreement form part of this agreement;
- (i) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (j) a reference to any party to this agreement or any other agreement includes the party's successors and permitted assigns;
- (k) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this agreement; and
- (l) no rule of construction of documents will apply to the disadvantage of a party on the basis that the party put forward the document or any part of it.

1.3 Definitions in the Act

Definitions in the Act have the same meaning in this agreement, except where the context requires otherwise.

1.4 Resolving Inconsistencies

- (a) In the event of any inconsistency between the provisions of this agreement (excluding the Service Plan) and the Service Plan, the provisions of this agreement (excluding the Service Plan) will prevail.
- (b) The parties acknowledge that certain key obligations pursuant to the Service Plan are set out in the clauses below; however this is not intended to limit in any way the obligations of the parties set out in the Service Plan.

2. TERM

2.1 Initial term

This agreement commences on the Commencement Date and, unless lawfully terminated, continues for the Term.

2.2 Extension

On any number of occasions, not less than one month prior to the then current Expiry Date, TMR may by notice to the Operator extend the Expiry Date at its discretion (subject to the Act) for a period of six months (or for such other period agreed by the parties in writing).

3. CHANGES

- (a) The parties acknowledge and agree that the FlexiLink Services will be operated on a trial basis and either party may at any time during the Term request changes to the FlexiLink Services which that party considers will improve the delivery of the FlexiLink Services. If, pursuant to this clause 3(a):
- (i) TMR requests changes to the FlexiLink Services, the Operator must not unreasonably withhold or delay its consent to any such request; and
 - (ii) the Operator requests or suggests changes to the FlexiLink Services, TMR agrees to act in good faith in considering such changes but may decide not to implement such changes at its absolute discretion.
- (b) Notwithstanding clause 3(a), TMR may make the following changes to the Service Plan at any time by notice in writing to the Operator (without requiring the Operator's consent) and in that case the Service Plan and other provisions of this agreement shall be deemed to be amended to the extent required to reflect those changes:
- (i) changes to the Service Areas;
 - (ii) changes to the Concession Fare and the Standard Fare;
 - (iii) changes to eligibility criteria for the Concession Fare;
 - (iv) changes to the days and hours of operation of the FlexiLink Services;
 - (v) changes to the locations within the Service Areas at which passengers may be picked up and set down;
 - (vi) changes to the type of vehicle to be used by the Operator to provide the FlexiLink Services;
 - (vii) changes to the format of, and information to be included in, the Driver Completed Journey Records and receipts issued to passengers on FlexiLink Services;
 - (viii) changes to the circumstances (if any) in which drivers of vehicles providing FlexiLink Services can accept face to face bookings (walk ups) as referred to in clause 5.3(c);
 - (ix) changes to the format of, and information to be included in, the Monthly Reports; and
 - (x) any other changes which in TMR's reasonable opinion are necessary in the public interest.
- (c) TMR must give the Operator as much notice as practicable of any proposed changes under this clause.

- (d) Subject to clause 3(b), the parties agree to negotiate in good faith any amendments to this agreement (including the Service Plan) as a consequence of the changes referred to above (including change to the funding arrangements as a result of, for example, a change to the fare structure).
- (e) Where changes are proposed pursuant to this clause, TMR will be responsible for undertaking any necessary community engagement and ensuring that affected members of the public are provided with appropriate notification.

4. EXCLUSIVITY

4.1 No exclusivity

This agreement does not provide the Operator with an exclusive right to operate the FlexiLink Services under section 38(2) of the Act.

4.2 TMR may grant rights or benefits to others

To remove any doubt, a right granted or benefit conferred under this agreement is not exclusive. TMR may grant to any other person from time to time (without any liability or obligation on TMR to compensate any person and without prejudice to any other right TMR may have) any right or benefit similar to the right or benefit of the Operator under this agreement.

5. OPERATOR OBLIGATIONS

5.1 General

In consideration of the funding provided by TMR pursuant to this agreement, the Operator agrees to:

- (a) provide the FlexiLink Services in accordance with this agreement, including the Service Plan, whilst ensuring that provision of the FlexiLink Services does not compromise the Operator's ability to meet obligations specified in the Taxi Service Contracts, including without limitation minimum service levels for waiting and dispatch times for taxis;
- (b) act safely and reasonably in providing the FlexiLink Services using due diligence and efficiency;
- (c) subject to the financial arrangements under clause 6 and unless otherwise specified in this agreement, bear all costs associated with the operation and management of the FlexiLink Services; and
- (d) provide all staff, vehicles, plant and equipment necessary to operate the FlexiLink Services in accordance with this agreement.

5.2 Service Areas

The Operator must:

- (a) only provide the FlexiLink Services in the Service Areas;
- (b) only pick up and set down passengers within each Service Area at the locations nominated by TMR in the Service Plan (as may be changed from time to time in accordance with clause 3); and
- (c) work collaboratively with TMR to identify signage requirements at designated primary and secondary pick up and set down locations.

5.3 Booking service

The Operator must:

- (a) provide the FlexiLink Services to all customers who make a booking in accordance with the procedures set out in the Service Plan;
- (b) provide a dedicated booking telephone number for the FlexiLink Services that is distinct from the normal taxi booking number;
- (c) ensure that bookings for FlexiLink Services are only taken via this dedicated telephone number and that face to face bookings (walk ups) with drivers of vehicles providing the FlexiLink Services are only accepted where the Service Plan permits;
- (d) accept cancellations from customers via this dedicated telephone number and provide an opportunity for a later booking to be made;
- (e) ensure that mobility impaired customers are provided with an appropriate vehicle where they identify their requirements at the time of booking; and
- (f) provide customers with basic information, as part of a booking, about how the FlexiLink Services operate and advise customers of their eligibility to use the FlexiLink Services in each Service Area (using any frequently asked questions material provided by TMR from time to time).

5.4 Scheduling and dispatch

The Operator must:

- (a) only dispatch a vehicle to provide a FlexiLink Service when a booking has been made;
- (b) at the time of booking, advise customers of the expected arrival time of the FlexiLink Service at the customer's nominated pick up location;
- (c) where bookings have been made, operate hourly loop FlexiLink Services in each Service Area on the days and during the hours specified in the Service Plan;
- (d) for each FlexiLink Service, provide one or more vehicles:
 - (i) with sufficient capacity to accommodate the number of bookings in the given hour in the relevant Service Area on a share ride basis; and

- (ii) of the type required to meet specific requirements of mobility impaired passengers advised at the time of booking the FlexiLink Service;
- (e) utilise its fleet of vehicles so as to limit the number of vehicles dispatched within each Service Area to provide FlexiLink Services to one vehicle per hour, so that additional vehicles are only dispatched where the number of bookings on a share ride basis exceeds the capacity of the highest capacity vehicle available;
- (f) use best endeavours to schedule and dispatch FlexiLink Services to allow a transfer time of a minimum of five minutes between the FlexiLink Services and rail services at primary rail stations nominated by TMR and in accordance with updated rail timetable information provided by TMR from time to time;
- (g) design the optimal, fastest and most direct route for pick up and set down of passengers in a logical sequence whilst meeting nominated scheduled rail services in accordance with clause 5.4(f); and
- (h) ensure that its scheduling and dispatch staff subscribe to Queensland Rail's e-Rail updates so they can be advised of rail service delays or cancellations on the Ipswich line and make appropriate alternative arrangements.

5.5 Vehicles

The Operator must:

- (a) ensure that its fleet of vehicles is utilised in the most efficient and effective way to provide the FlexiLink Services in accordance with this agreement;
- (b) notwithstanding clause 5.5(a), ensure that FlexiLink Services are provided using vehicles in the following order of priority:
 - (i) taxis (including conventional taxis (sedans and high occupancy) and wheelchair accessible taxis but not including substitute taxis) authorised to be used under a taxi service licence in respect of the Ipswich taxi service area;
 - (ii) substitute taxis authorised to be used under a taxi service licence in respect of the Ipswich taxi service area and limousines authorised to be used under a limousine service licence in respect of the Ipswich limousine service area (**Non T Plated Vehicles**);
 - (i) and (ii) collectively referred to as the **Ipswich Fleet**;
 - (iii) taxis authorised to be used under a taxi service licence in respect of the Brisbane taxi service area (**Brisbane Fleet**);

such that the Brisbane Fleet is only dispatched to provide FlexiLink Services when the Ipswich Fleet is unavailable;
- (c) ensure that all vehicles used to provide FlexiLink Services and their operators comply in all respects with the Act and all other applicable laws;

- (d) ensure that all vehicles used to provide the FlexiLink Services are repaired and maintained in accordance with a degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator, exercising best practice, engaged in the same or a substantially similar business as the Operator; and
- (e) ensure that all vehicles:
 - (i) when operating FlexiLink Services, have displayed on them a FlexiLink magnet for ease of passenger identification in the position(s) and as otherwise specified in the Service Plan;
 - (ii) when operating FlexiLink Services, have displayed on them FlexiLink signage provided by TMR in the position(s) and as otherwise specified in the Service Plan; and
 - (iii) when not operating FlexiLink Services, do not have displayed on them any FlexiLink magnets or signage.

5.6 Certain services provided under Taxi Service Contracts to take priority

Despite any other provision of this clause 5, the Operator must ensure that the following taxi services required to be provided by the Operator under the terms of the Taxi Service Contracts are scheduled and dispatched in priority to bookings for FlexiLink Services, so as not to compromise the Operator's ability to meet the minimum service levels specified in the Taxi Service Contracts in accordance with clause 5.1(a):

- (a) services pursuant to the School Transport Assistance Scheme (being the scheme operated by TMR to provide students with disabilities access to special education facilities) in respect of the Ipswich taxi service area; and
- (b) services pursuant to the Taxi Subsidy Scheme in respect of members residing in the Ipswich taxi service area.

5.7 Business continuity management

- (a) The Operator must plan to ensure continuity of the FlexiLink Services to a standard acceptable to TMR and undertake reasonable security precautions appropriate to the risk involved despite any event that may impact on the FlexiLink Services.
- (b) Without limiting clause 5.7(a), the Operator will participate in and implement all programs developed in accordance with state and national policies for counter terrorism activities, as notified by TMR from time to time, to ensure FlexiLink Service continuity.
- (c) TMR will meet any reasonable additional costs incurred by the Operator in performing its obligations under clause 5.7(b).
- (d) The Operator will provide to TMR any business continuity plans, when requested by TMR, to ensure continuity of the FlexiLink Services.

5.8 Temporary inability to provide FlexiLink Services

In circumstances where the Operator is temporarily unable to provide any FlexiLink Services, the Operator must:

- (a) notify TMR immediately; and
- (b) with TMR's consent, arrange for an alternative service provider with suitable vehicles to provide the FlexiLink Services in compliance with this agreement.

Nothing in this clause will relieve the Operator of its obligations to ensure the FlexiLink Services are provided at all times in accordance with the terms of this agreement.

5.9 Qualifications, training and conduct

- (a) The Operator must hold the appropriate category of operator accreditation at all times during this agreement and must ensure that all other operators and all drivers of vehicles providing the FlexiLink Services hold the appropriate accreditation, licences and authorisations under the Act and all other applicable laws.
- (b) The Operator must ensure that its call centre, scheduling and dispatch staff and drivers of vehicles providing the FlexiLink Services:
 - (i) receive appropriate ongoing structured training in respect of the FlexiLink Services;
 - (ii) understand the requirements under the Service Plan to ensure the safe, efficient and effective delivery of the FlexiLink Services pursuant to this agreement; and
 - (iii) are equipped with all other information and resources reasonably required by TMR, including brochures on the FlexiLink Services provided by TMR to be made available on board vehicles providing FlexiLink Services for passenger information.
- (c) The Operator must use best endeavours to ensure that all drivers of vehicles providing the FlexiLink Services:
 - (i) comply with the provisions of the Act and all other applicable laws;
 - (ii) have a thorough knowledge of how the FlexiLink Services operate;
 - (iii) are courteous and helpful to passengers and other road users;
 - (iv) do not discriminate against any passengers or other road users; and
 - (v) are attired in a clean, well maintained Yellow Cabs uniform.

6. FINANCIAL ARRANGEMENTS

6.1 Fare structure

- (a) Each passenger using a FlexiLink Service will be required to pay a fare to the driver on boarding the vehicle, which is a non-metered fixed fare for each journey on the FlexiLink Service and is not transferable to any other public passenger service. At the Commencement Date, the fare payable each way for each journey on a FlexiLink Service is:
 - (i) the concession fare specified in the Service Plan for passengers who show the driver a valid concession entitlement card in accordance with the TTA Concession Policy (**Concession Fare**); and
 - (ii) the standard fare specified in the Service Plan for all other passengers (**Standard Fare**).
- (b) The Operator must ensure that each driver of a vehicle used to provide the FlexiLink Services completes a written record (**Driver Completed Journey Record**) at the end of each journey in the format, and including the information, specified in the Service Plan.
- (c) The Operator is not authorised to reduce or waive payment of any Concession Fares or Standard Fares in any circumstances without TMR's express consent.
- (d) Without limiting clause 6.1(c), the Operator acknowledges and agrees that members of the Taxi Subsidy Scheme must pay the Concession Fare and are not entitled to any further discount when travelling on FlexiLink Services by virtue of their membership of the Taxi Subsidy Scheme.
- (e) The Operator must ensure that drivers of vehicles providing the FlexiLink Services, upon request by a passenger, provide the passenger with a printed receipt of payment of the Concession Fare or the Standard Fare (as applicable) in the form approved by TMR.

6.2 Monthly reporting, invoicing and payment

- (a) In consideration of the provision of the FlexiLink Services in accordance with this Agreement, the Operator will be entitled to funding from TMR in accordance with this clause.
- (b) Within five (5) Business Days after the end of each month, the Operator must, in respect of the FlexiLink Services provided by the Operator in that month:
 - (i) provide TMR with a complete, accurate and certified report containing the information and in the format specified in the Service Plan (**Monthly Report**); and
 - (ii) provide TMR with a valid Tax Invoice for the amount payable by TMR as calculated in accordance with clause 6.2(c).

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6.3 Payment of drivers

The parties acknowledge and agree that:

- (a) TMR has no obligation to make any payment to drivers of vehicles providing the FlexiLink Services; and
- (b) the Operator will pay to drivers of vehicles providing the FlexiLink Services all amounts to which they are lawfully entitled in respect of the provision of the FlexiLink Services, including without limitation amounts payable in respect of 'no show' passengers referred to in clause 6.2(c)(iii).

7. MARKETING AND COMMUNICATIONS

- (a) Unless otherwise stated in this agreement, TMR will manage and fund all public marketing and communications activities in respect of the FlexiLink Services.
- (b) TMR will provide the Operator with promotional material for staff training purposes and for drivers to have available on board vehicles for passenger information.
- (c) The Operator must not undertake any independent marketing or other promotional activities in respect of the FlexiLink Services without the prior written approval of TMR.
- (d) The Operator must not include TMR's or TTA's trade marks or trade names on any material produced by or on behalf of the Operator in relation to the FlexiLink Services including but not limited to timetables, advice about service changes, consultation documents and material, letterhead or website, without the prior written approval of TMR.
- (e) In order to give effect to any marketing strategy, the Operator must reasonably cooperate with TMR by participating in promotional activities as reasonably required by TMR.
- (f) The Operator must direct all media enquiries concerning the FlexiLink Services to TMR as soon as practicable.
- (g) The Operator must advise passengers using FlexiLink Services to provide feedback about the FlexiLink Services via TTA's usual customer feedback channels (including the TransLink website and call centre).
- (h) The Operator must forward to TMR details of any complaint received by the Operator regarding the FlexiLink Services as soon as practicable following receipt. The Operator must not respond to the complaint itself without the prior written approval of TMR.

8. GST

- (a) All sums contained in the Monthly Report and Tax Invoice provided under clause 6.2 must be inclusive of GST.
- (b) In accordance with clause 6.2, the Operator will issue TMR with a valid Tax Invoice in respect of the FlexiLink Services supplied by the Operator each month.
- (c) TMR may elect to issue a Recipient Created Tax Invoice if it determines at any time that it is appropriate or convenient to do so.

9. MANAGEMENT INFORMATION

- (a) The Operator must at all times maintain complete and accurate records concerning the FlexiLink Services, including without limitation duplicates of all Driver Completed Journey Records.
- (b) The Operator is responsible for maintaining a database capable of retrieving data to produce the Monthly Reports.
- (c) The Operator must, within ten (10) Business Days of receiving a written request from TMR, provide TMR with:
 - (i) any additional information or records reasonably required by TMR (including without limitation Driver Completed Journey Records, GPS data and call centre booking records) to aid in the verification of Monthly Reports; and
 - (ii) information of the type and in the format reasonably required by TMR to determine the impact of FlexiLink Services on the Operator's performance under the Taxi Service Contracts.
- (d) The Operator must provide any requested information to TMR in the form requested, which may be either "hard" or "soft" copy form (including via direct data download of booking system data).
- (e) TMR may inspect the Operator's records concerning the FlexiLink Services at any time during the Term upon giving the Operator reasonable notice. The Operator must provide TMR with access to its premises and records to carry out the inspection.
- (f) If the Operator fails to comply with this clause 9, TMR may in its absolute discretion withhold funding under clause 6 above until the Operator complies with this clause 9 to the satisfaction of TMR.
- (g) The Operator must retain all records required under this agreement for at least twelve (12) months after termination of this agreement, or as otherwise required under any applicable laws.

10. CONFIDENTIALITY AND PRIVACY

- (a) Subject to clause 10(b), each party must keep confidential the contents of this agreement and all books, documents and information made available to that party in the course of the performance of this agreement, and must not disclose the same to any other person without the written consent of the other party.
- (b) Clause 10(a) will not apply to:
 - (i) any disclosure permitted by this agreement;
 - (ii) any disclosure required by law (including without limitation the *Right to Information Act 2009*);
 - (iii) disclosure to solicitors, barristers or other professional advisers under a duty of confidentiality; or
 - (iv) disclosure to a banker or other financial institution relevant to the Operator, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements, if such banker or financial institution first gives a binding covenant to TMR to maintain confidentiality, in form and substance satisfactory to TMR.
- (c) Clause 10(a) also will not apply to any disclosure by TMR of any information contained in a Monthly Report or any other information reasonably required by TMR in order to publish performance results in relation to the trial of the FlexiLink Services pursuant to this agreement.
- (d) Where the Operator is required to collect confidential or personal information on behalf of TMR, then the Operator must comply with the privacy scheme that applies to Queensland government agencies contained in the *Information Privacy Act 2009* and advise the parties giving such information for what purpose it is being collected and how it will be managed.

11. INTELLECTUAL PROPERTY

- (a) As between TMR and the Operator, any Intellectual Property Rights created, brought into existence or acquired during the Term as a consequence of the provision of the FlexiLink Services shall vest, and remain vested, in TMR.
- (b) Subject to the terms of this agreement, TMR hereby grants to the Operator, free of charge, a non-exclusive licence to use all such Intellectual Property Rights solely for the duration of the Term and for the purposes of fulfilling its obligations under this agreement.
- (c) Without prejudice to TMR's general rights as owner of the Intellectual Property Rights referred to in clause 11(a), TMR shall be entitled to exploit, develop, transfer, assign, license or otherwise deal with any relevant Intellectual Property Rights, including for the purpose of procuring a subsequent service operator following termination or expiry of this agreement.

12. FORCE MAJEURE

The Operator will not be liable for any delay in, or failure to perform, its obligations under this agreement if:

- (a) the delay or failure arises from causes beyond its reasonable control including by (without limitation):
 - (i) act of God;
 - (ii) strike, lockout or other industrial disturbance;
 - (iii) act of public enemy, terrorism, war, blockade, revolution, riot, insurrection or civil commotion;
 - (iv) lightning, storm, flood, fire, earthquake or explosion;
 - (v) any action, inaction, demand, order, restraint, restriction, requirement, prevention, frustration or hindrance by or of any applicable government authority;
 - (vi) airport closures;
 - (vii) the unavailability (other than due to default or lack of planning or forethought by the Operator) of any essential equipment, chemicals, resources or other materials; or
 - (viii) incidents causing significant traffic congestion which directly cause delay to or cancellation of a service;
- (b) the Operator has taken all proper precautions, due care and reasonable alternative measures with the object of avoiding the delay or failure and of carrying out its obligations under this agreement; and
- (c) as soon as possible after the beginning of an occurrence which affects the ability of the Operator to observe or perform any of its obligations under this agreement and after that whenever requested by TMR, the Operator has given notice to TMR of the specific nature of the occurrence, the measures being taken by the Operator to overcome the occurrence and, as far as possible, estimating its remaining duration and has used all reasonable endeavours to overcome the effects of the occurrence in question.

13. TERMINATION

- (a) TMR may amend, suspend or cancel this agreement pursuant to, and in the manner prescribed in, section 47(1) of the Act if:
 - (i) the Operator contravenes a condition of this agreement; or
 - (ii) TMR reasonably believes a contravention of this agreement by the Operator is imminent.
- (b) TMR may also amend, suspend or cancel this agreement pursuant to, and in the manner prescribed in, section 47(3) of the Act if TMR reasonably believes that the Operator is unable to provide any or all of the FlexiLink Services.

- (c) In addition to the rights of termination in clauses 13(a) and 13(b) and without prejudice to any other rights TMR may have under the Act or at law, TMR may terminate this agreement at any time on giving fourteen (14) days notice to the Operator if:
- (i) in TMR's opinion the FlexiLink Services are no longer required;
 - (ii) in TMR's opinion provision of the FlexiLink Services is compromising the Operator's ability to meet its obligations under the Taxi Service Contracts, having regard to the Operator's performance levels under the Taxi Service Contracts at the Commencement Date compared with performance levels during the Term;
 - (iii) in TMR's opinion there is insufficient government funding to continue the FlexiLink Services; or
 - (iv) in TMR's opinion it would not be in the public interest to continue this agreement for any other reason.
- (d) TMR may also terminate this agreement if:
- (i) an order is made or resolution is effectively passed for the winding up or dissolution of the Operator (except for the purpose of solvent reconstruction or amalgamation for which TMR has given its prior written approval);
 - (ii) the Operator goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition or compromise with its creditors, or any class of its creditors;
 - (iii) a receiver or receiver and manager, controller, administrator, trustee or similar officer is appointed over all or any part of the assets of the Operator or an application or order for such an appointment is made;
 - (iv) execution is levied against the Operator and not discharged within thirty (30) days;
 - (v) the Operator is unable to pay its debts as and when they fall due, or is deemed unable to pay its debts according to any applicable legislation (other than because of a failure to pay a debt or claim that is the subject of a good faith dispute);
 - (vi) where the Operator is an individual, the Operator becomes bankrupt or commits an act of bankruptcy;
 - (vii) where the Operator is a body corporate, there is a change in ownership or control of the Operator, whether directly or indirectly and whether because of a change in shareholding, voting power at meetings of shareholders, composition of the Board of Directors or voting power of the Board or otherwise;
 - (viii) the Operator's accreditation is suspended or cancelled; or
 - (ix) anything analogous or having similar effect to anything referred to in paragraphs (i) to (viii) occurs with respect to the Operator.

- (e) Before TMR may exercise its rights pursuant to clause 13(a) to terminate this agreement, TMR must give the Operator written notice of the intended action and allow the Operator an opportunity to make written representations about the intended action with ten (10) Business Days.
- (f) With the exception of compensation which may be payable under section 47(4) of the Act, no compensation will be payable by TMR in respect of any action taken under this clause 13 and the action taken shall not:
 - (i) defer, delay or limit any other rights TMR may have (including, without limitation, a right of termination under this clause or the Act or a right to seek damages in respect of any default); and
 - (ii) in the case of action taken under clause 13(a), relieve the Operator of any obligations or liability under this agreement.
- (g) Termination of this agreement shall not affect a claim or action either party may have against the other by reason of any antecedent breach of this agreement and shall not relieve either party of any obligation under this agreement which is expressed to continue after termination.
- (h) Upon termination of this agreement for any reason, the Operator must immediately pay to TMR any monies then repayable under clause 6.2(f).

14. INDEMNITY AND INSURANCE

- (a) The Operator indemnifies TMR, its officers, employees, servants, and agents (collectively referred to in this clause as the "indemnified") from and against all actions, claims, demands, direct, indirect or consequential losses (including lost profits, revenue and opportunities), damages, costs (including legal costs on a full indemnity basis) and expenses for which the indemnified may become liable to the extent they are directly or indirectly caused by reason of or in connection with:
 - (i) the performance or non-performance of this agreement by the Operator or any agent, subcontractor or employee of the Operator;
 - (ii) any act or omission of the Operator or any agent, subcontractor or employee of the Operator (whether arising in tort, contract, by law or under statute);
 - (iii) the provision of, or failure to provide, the FlexiLink Services;
 - (iv) any inaccurate information provided by the Operator under this agreement that is relied upon by TMR or a third party to their detriment; or
 - (v) the use of the Operator's premises, vehicles or other facilities by any person in connection with the provision of the FlexiLink Services.
- (b) The Operator must hold and maintain during the Term:
 - (i) an adequate policy of public liability or other liability insurance with a reputable insurer covering the FlexiLink Services and the risks subject to the indemnity contained in clause 14(a). The policy must have a

- minimum coverage of twenty (20) million dollars per occurrence and must extend to include the interests of the indemnified;
- (ii) comprehensive motor vehicle insurance for any vehicle providing the FlexiLink Services;
 - (iii) any insurances required by law which are directly or indirectly related to the provision of the FlexiLink Services; and
 - (iv) any other insurances that TMR may reasonably require in the amounts and for perils against which a prudent operator would protect itself in similar circumstances.
- (c) The Operator must provide TMR with satisfactory evidence of currency of insurance prior to the Commencement Date and otherwise during the Term upon request by TMR.

15. DELEGATION

Without limiting the effect of any other provision in this agreement, the Operator acknowledges that TMR may delegate to a nominee the exercise of any of its powers, obligations or functions under this agreement including, but not limited to, the giving and receiving of notices, certificates or other documentation or correspondence.

16. NOTICES

- (a) Any notice in connection with this agreement is taken to have been duly given when made in writing and delivered or sent by post or facsimile to the party to which it is intended to be given at the following respective addresses or such substitute address as may be nominated in writing by the relevant party from time to time:

TMR:

The Chief Executive Officer

TransLink Transit Authority

Level 13

420 George Street

Brisbane QLD 4000

Facsimile: (07) 3167 4001

The Operator:

Sch.4 Part 4 s.6 PI

General Manager

Yellow Cabs (Queensland) Pty. Ltd.
7 Albion Street
Woolloongabba QLD 4102
Facsimile: (07) 3891 0093

- (b) Notice will be deemed to have been given and served:
- (i) three (3) Business Days after the date of posting; or
 - (ii) when delivered by hand; or
 - (iii) if sent by facsimile, upon completion of an apparently successful transmission to the recipient.

However, if a facsimile is transmitted on a Business Day after 5.00 p.m. (at the place of receipt) or on a day which is not a Business Day, it will be deemed to have been received on the next Business Day.

- (c) Communications other than notices in connection with this agreement may be given by delivery, posting, facsimile or email.

17. COMPLIANCE WITH LAWS AND DIRECTIONS

The Operator shall at all times comply with:

- (a) the provisions of the Act and all other applicable laws; and
- (b) all reasonable directions and requirements of TMR in respect of the operation of this agreement.

18. ASSIGNMENT AND SUBCONTRACTING

- (a) This agreement may not be transferred or assigned without the prior written approval of TMR in accordance with section 48 (Transfer or surrender of service contracts etc.) of the Act.
- (b) The Operator must not subcontract the provision of any of the FlexiLink Services under this agreement without the prior written approval of TMR.
- (c) Any approval of TMR under this clause 18 may be given or declined in the unfettered discretion of TMR or given subject to such conditions as TMR thinks fit. Further, any approval of TMR under clause 18(b) will not relieve the Operator of its obligation to ensure that the FlexiLink Services are at all times provided in accordance with this agreement.

19. GOVERNING LAW

This agreement shall be governed by and construed according to the laws of the State of Queensland, and the parties by this agreement agree to submit to the jurisdiction of the courts of that State.

20. GENERAL PROVISIONS

20.1 Successors

This agreement is legally binding on the parties and their respective successors and permitted assigns, and will be enforceable by and against the parties or those successors and assigns.

20.2 Variations and Waivers to be in Writing

No variation, modification or waiver of any provision in this agreement, nor consent to any departure by any party from any such provision, will be of any effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation, modification, waiver or consent will be effective only to the extent to or for which it may be made or given.

20.3 No Waiver

No failure, delay, relaxation or indulgence by any party in exercising any right conferred on such party by this agreement will operate as a waiver of such right, nor will any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this agreement.

20.4 Further Assurances

Each party to this agreement will do all things and sign all deeds and other documents as may reasonably be required by the other party so as to carry out and give effect to the terms and intentions of this agreement and to perfect, protect and preserve the rights of the other parties to this agreement.

20.5 Joint and Several Obligations

If any party consists of more than one person, then the liability of those persons in all respects under this agreement will be a joint liability of each, two or more of those persons and a liability of each of those persons severally.

20.6 Liability to More than One Party

Any agreement, representation or warranty in favour of more than one party is for the benefit of each, two or more of those parties jointly and each of them severally.

20.7 Costs

(a) Each party will bear its own costs (including legal costs) of and incidental to the preparation, negotiation and signing of this agreement.

- (b) The Operator will pay and indemnify the State against liability for any Taxes payable in relation to this agreement or on any documents created under this agreement, in respect of any transaction evidenced by this agreement and in respect of the performance by the parties of any of their respective obligations under it.

20.8 Time of Essence

Time is of the essence of this agreement.

20.9 Authority to Complete Blanks, etc

The Operator consents to TMR dating this agreement and completing any blanks left by the Operator.

20.10 Survival of Clauses

There shall survive the expiry or termination of this agreement any term of this agreement which in order to give effect to its provisions needs to survive the said expiry or termination.

20.11 No Agency

Nothing contained in this agreement nor anything done by the parties, shall create a joint venture, partnership, or agency relationship between the parties and neither party shall represent that it is the joint venturer, partner, or the agent of the other party, nor incur debts on behalf of nor pledge the credit of the other party.

21. COUNTERPARTS

This agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

22. WARRANTY OF AUTHORITY

22.1 No Notice of Revocation

Each person signing this agreement as attorney for a party, by so doing, warrants to the other parties that as at the date of signing as attorney that person has not received any notice or information of the revocation of the power of attorney appointing that person.

22.2 Authority to Sign

Each person signing this agreement as an authorised officer or agent of any party by so doing warrants to the other parties that, as at the date of signing, he or she has full authority to execute this agreement on behalf of that party.

23. OTHER WARRANTIES AND TERMS

No oral or written warranties, representations, or other terms or conditions of any nature not contained in this agreement will be of any force unless they have been reduced to writing and signed by all parties and are expressed to be in modification of this agreement

24. OPERATOR'S WARRANTIES

The Operator represents and warrants to TMR that all statements and representations made to TMR by the Operator and representatives of the Operator during this agreement will be complete, true and accurate and will not omit any material detail within the knowledge of the Operator.

25. REVIEW AND MONITORING OF FLEXILINK SERVICES

- (a) The Operator acknowledges TMR has an obligation to monitor public passenger services in the public interest and shall cooperate with TMR in fulfilling that obligation.
- (b) Without limiting clause 25(a), the Operator agrees to meet with representatives of TMR to review the operation of FlexiLink Services provided under this agreement at such time, place and frequency as reasonably directed by TMR from time to time.

26. DISPUTE RESOLUTION

- (a) Unless a party has complied with the procedure in the following parts of this clause 26, that party may not commence court proceedings relating to any dispute arising from this agreement, except where that party seeks urgent interlocutory relief (in which case that party need not comply with this clause 26 before seeking such relief). Where a party fails to comply with this clause 26, any other party in dispute with the party so failing to comply need not comply with this clause 26 before commencing court proceedings relating to that dispute.
- (b) Any party claiming that a dispute has arisen under this agreement between the parties will give notice to the other party designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute. The party given written notice will promptly give notice to the other party, designating as its representative in negotiations relating to the dispute a person with similar authority.
- (c) The designated people will seek to resolve the dispute within ten (10) Business Days of the last designation required by clause 26(b).

- (d) If the dispute is not resolved within that period of ten (10) Business Days (or within such further period as the representatives may agree is appropriate) the parties in dispute within a further ten (10) Business Days (or within such further period as the representatives may agree is appropriate) will seek to agree on:
- (i) a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation, independent expert determination or mini-trial;
 - (ii) the procedure and timetable for any exchange of documents and other information relating to the dispute;
 - (iii) procedural rules and a timetable for the conduct of the selected mode of proceeding;
 - (iv) a procedure for selection and compensation of any neutral person who may be employed by the parties in dispute; and
 - (v) whether the parties in dispute should seek the assistance of a dispute resolution organisation.
- (e) After the expiration of the time established by or agreed under clause 26(d) or the agreement on a dispute resolution process, any party which has complied with the provisions of this clause may in writing terminate the dispute resolution process and may then commence court proceedings relating to the dispute.
- (f) The purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 26 is to attempt to settle the dispute between the parties, and will accordingly be treated as "without prejudice" in any subsequent court proceedings.

27. EXCLUSION OF SECTIONS 62 AND 62AAD OF THE ACT

The parties expressly acknowledge and agree sections 62 and 62AAD of the Act do not apply to this agreement.

28. ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

29. NO MERGER

The rights and obligations of the parties will not merge on completion of any transaction under this agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

Accordingly the parties have executed this agreement:

Signed for and on behalf of the **STATE OF QUEENSLAND** acting through the Department of Transport ABN 13 200 330 520

this 3rd day of December 2010

by Peter Macdonald
(full name)

CEO
(designation)

who is a duly authorised delegate in the presence of:

Lauren Edminson
(name of witness)

Not Relevant
(signature of witness)

Signed for and on behalf of **YELLOW CABS (QUEENSLAND) PTY. LTD.** ABN 84 294 365 413

this 1st day of December 2010

Sch.4 Part 4 s.6 P1
(full name)

Co Secretary
(designation)

who is a duly authorised representative in the presence of:

Sch.4 Part 4 s.6 P1
(name of witness)

Not Relevant
(signature of witness)

Not Relevant

(signature)

Not Relevant

(signature)

SCHEDULE

SERVICE PLAN

Released under RTI - DTMR

Schedule 'service plan'

Released under RTI DTMR

FlexiLink Service Areas

- FlexiLink will only service nominated areas with the Western Region. TMR propose that the areas to be serviced are:
 - Roam Zone A – parts of Tivoli, North Ipswich, Brassall and Moores Pocket
 - Roam Zone B - parts of Basin Pocket, Bundamba, East Ipswich, Ipswich, North Booval (refer
 - Roam Zone C - parts of Goodna and Bellbird Park
 - Roam Zone D – parts of Karalee, Chuwar and Barellan Point

Please refer to roam zone maps – A, B, C and D in Attachments A, B, C and D and roam zones streets in Attachment E.

- Yellow Cabs will pick up and set down passengers anywhere within each roam zone as well as designated primary and secondary locations outside of each roam zone, such as:
 - Designated shopping centres and/or medical centres
 - Designated rail stations and bus interchanges
 - Other destinations to be determined on a case by case basis by TMR
 - The FlexiLink services can pick up and set down anywhere within a designated roam zone and its associated primary and secondary locations. However passengers wishing to travel outside of a roam zone (including travel between multiple roam zones) will need to transfer to alternative services at key TransLink public transport hubs located at primary and secondary destinations associated with each roam zone (see section 'Areas of Coverage').
 - Throughout the trial period, TMR reserves the right to add or remove entire roam zones, add or remove designated pick up and set down locations associated with each roam zone, change days and hours of operation, or reduce or expand the streets within each roam zone.

Booking service

- Yellow Cabs will provide a dedicated booking telephone phone number (3363 2360), separate to the normal taxi booking number, Sch.4 Part 4 s.7(1)(c) Bus/com affairs
- Yellow Cabs call centre staff will answer the telephone with "Good (insert time of day) FlexiLink, how can I help you?"

- The Yellow Cabs Call Centre staff will provide information about how the FlexiLink services operate and advise customer of their eligibility to use such services in each roam zone, but will redirect feedback and complaints to normal TransLink feedback channels (see section 'Customer complaints and feedback').
- Customers are encouraged to book the service via the Yellow Cabs FlexiLink booking telephone number (3363 2360).
- Yellow Cabs will advise passengers at time of booking an expected arrival time within a certain window ie "we'll pick you up between 7am and 7.15am". Yellow Cabs call centre staff should also ensure passengers know exactly where FlexiLink stops are located at the primary and secondary pick up locations.
- Face to face bookings (walk ups) with taxi drivers are discouraged but will be accepted. Drivers should encourage walk up passengers to use the booking service and provide a FlexiLink brochure outlining how the service works.
- In the event walk ups are accepted, these should be reported by the driver to the Yellow Cabs call centre and recorded on the green docket. Yellow Cabs will cross reference GPS tracking data (journey details) with green dockets to validate walk up bookings.
- Regular customers can arrange regular bookings with the Yellow Cabs, with cancellations to be notified by the customer at least 30 minutes in advance via the FlexiLink booking telephone number.
- Irregular customers must book the service the day prior anytime between 10am and 3pm.
- In the event that a customer cannot meet their booking pick up time on the day of the booking ie their medical appointment has been delayed, they should contact the FlexiLink booking line as soon as possible to cancel their existing booking and make another later booking.
- Passengers with mobility issues will need to identify their requirements at the time of booking so an appropriate vehicle can be dispatched for that particular service. Yellow Cabs call centre staff should prompt callers for this information
- Yellow Cabs will ensure that no overflow calls for this dedicated booking service are redirected to another call centre, but these can be redirected within the existing call centre.
- Yellow Cabs will provide call centre staff specialised in taking bookings for specialised community transport services and only when this team is occupied will FlexiLink bookings and enquiries be redirected to the broader Yellow Cabs overflow call centre. Staff taking overflow calls are still expected to be trained and able to take FlexiLink bookings and enquiries.
- Where bookings are made via a mobile phone, Yellow Cabs to send a sms 'on approach' message so passengers can wait outside their home or at a designated FlexiLink stop.

Trial period

- FlexiLink services will be trialled for a period of up to 12 months commencing on 13 December 2010.
- TMR can cancel one or more FlexiLink services or make amendments to this service plan with two weeks' notice.

Vehicle Specifications

TMR understands that Yellow Cabs in Ipswich has access to the following T-plated vehicles in Ipswich:

- 16 wheelchair MaxiTaxis capable of holding up to 10 customers, but comfortably 8 (2 with wheelchair passenger).
- 53 sedan taxis, capable of holding up to 4 passengers, but comfortably 3.
- 3 MultiVans, capable of carrying up to 6 passengers, but comfortably 5.
- Yellow cabs is also welcome to use non-T-plated vehicles to fulfil its requirements under this agreement, in accordance with the Service Contract, providing they comply with the requirements of Schedule 8 of the Transport Operations (Passengers Transport) Regulation 2005 and any other applicable laws, and they use FlexiLink vehicle magnets when in use as FlexiLink services.
- Yellow Cabs will ensure it prioritises the allocation of its fleet to fulfil the terms and conditions of their Taxi Service Contracts, including existing contracts for school transport for disabled students and the Queensland Transport Taxi Subsidy Scheme (TSS), before FlexiLink service bookings.
- The Yellow Cabs will minimise the number of vehicles dispatched within each roam zone. The Yellow Cabs will provide vehicle(s) with sufficient capacity to accommodate the number of bookings in a given hour on a share ride basis. For example, if only one booking is made for a given hour, a standard sedan can be dispatched. However if 8 bookings are made to pick up 8 passengers in a roam zone, a MaxiTaxi vehicle should be dispatched on a share ride basis. If 11 bookings are made either 1 MaxiTaxi and one sedan should be dispatched, or two MultiVans. The call centre would not dispatch 3 sedans to carry 11 passengers unless all MaxiTaxis and MultiVans were unavailable.
- All vehicles used for FlexiLink services must comply with the standards set out in TOPTA and any other applicable laws.
- TMR will provide 100 FlexiLink magnets (including spares) so every vehicle in the Yellow Cabs Ipswich fleet can display the FlexiLink magnets to the exterior of the vehicle (front passenger side) when operating FlexiLink services, for easy passenger identification. These magnets should be removed when not operating FlexiLink services.

- TMR will also provide 100 sets of destination signs for display on vehicle dashboards, when multiple FlexiLink services are picking up passengers at common destinations such as RiverLink Shopping Centre and Ipswich rail station (Bell Street interchange). These are to be displayed on the vehicle dashboard as appropriate.
- Both the magnets and the destination signs should be stored in the boot of the taxi. They should not be folded and should be kept clean. Should replacement magnets or destination signage be required they should be requested by Yellow Cabs as soon as possible. Yellow Cabs are responsible for ensuring that Drivers are utilising, maintaining and storing magnets and signage appropriately and that the magnets and signage are at all times neat and presentable.

Drivers

- Yellow Cabs will ensure all drivers are paid what they are rightly entitled to, including 'no show' compensation fees.
- Yellow Cabs will ensure drivers are fully trained and competent in delivering FlexiLink services and understand the various business rules outlined in this document. Yellow Cabs will ensure drivers are equipped with information and resources as required, including a FlexiLink brochure available onboard for passenger information to be provided by TMR.

Sch.4 Part 4 s.7(1)(c) Bus/com affairs

Sch.4 Part 4 s.7(1)(c) Bus/com affairs

Driver dockets (green dockets)

- Drivers will record on green docket the job number and 'FlexiLink roam zone A, B, C or D' in 'trip explanation' field so these can be reconciled by Yellow Cabs against MTData for the purposes of preparing monthly invoices and reports
- To and from fields on the green docket must list first pick up street address and last set down street address. Drivers must not only list the suburb.

- TransLink reserves the right to introduce specific FlexiLink docketts, to replace green docketts, throughout the trial period.

Sch.4 Part 4 s.7(1)(c) Bus/com affairs

Scheduling and Dispatch

- Yellow Cabs will ensure it prioritises the allocation of its fleet to fulfil the terms and conditions of their Taxi Service Contracts, including existing contracts for school transport for disabled students and the Queensland Transport Taxi Subsidy Scheme (TSS), before FlexiLink services.
- All roam zones will operate hourly loop services when a booking is made and will need to be scheduled and dispatched to meet peak directional train services at designated primary stations in each roam zone. Scheduling should allow for a minimum five minute transfer between FlexiLink and rail services at designated primary rail stations. FlexiLink arrival and departure times at designated rail stations may need to change throughout the course of this agreement, to reflect changes to the rail timetable in the future. TMR will be responsible for advising the Yellow Cabs of any changes to rail timetables.
- Where the number of bookings on a share ride basis exceeds the capacity of the highest capacity vehicle available, and a customer has booked a service within the permitted time period, the second vehicle may be dispatched. The Yellow Cabs will minimise the number of vehicles dispatched within each roam zone. The Yellow Cabs will provide vehicle(s) with sufficient capacity to accommodate the number of bookings in a given hour on a share ride

basis. For example, if only one booking is made for a given hour, a standard sedan can be dispatched. However if 8 bookings are made to pick up 8 passengers in a roam zone, a MaxiTaxi vehicle should be dispatched on a share ride basis. If 11 bookings are made either one MaxiTaxi and one sedan should be dispatched, or two MultiVans. The call centre would not dispatch 3 sedans to carry 11 passengers unless all MaxiTaxis and MultiVans were unavailable.

- Yellow Cabs will allocate bookings to Ipswich Yellow Cabs in the first instance. Only when Ipswich cabs are unavailable, should Yellow Cabs utilise their Brisbane fleet. Substitute taxis and non-t-plated vehicles that comply with TOPTA may also be used for FlexiLink services.
- Staff in the Yellow Cabs dispatch and scheduling team (call centre) will subscribe to Queensland Rail's e-Rail updates (<https://erail.qr.com.au/erail/default.aspx>) so they can be advised of rail service delays or cancellations on the Ipswich line and make appropriate alternative arrangements.
- The scheduling and dispatch team at Yellow Cab call centre will:
 - Only dispatch vehicles when there is a booking.
 - Collate and schedule bookings on a share ride basis to minimise the number of vehicles dispatched to one loop service each hour
 - Additional vehicles should only be dispatched in a given hour if the number of bookings exceeds the capacity of the highest capacity vehicle available for service.
 - Design the optimal, fastest and most direct route for pickup and set-down of passengers in a logical sequence whilst meeting designated scheduled train services with a minimum five minute transfer window.

Customer complaints and feedback

Yellow Cabs is to advise FlexiLink customers to provide feedback about FlexiLink services via Queensland Transport (TransLink Transit Authority)'s normal customer feedback channels:

- TransLink website (www.translink.com.au)
- TransLink call Centre (PH 13 12 30, 24 hours, 7 days)

The Yellow Cabs should redirect all feedback and complaint calls received directly to the above channels.

TransLink will ensure its call centre is provided with information about the FlexiLink service, so booking enquiries can be redirected to the FlexiLink booking telephone number.

Passenger information

TMR will be responsible for all passenger information about FlexiLink services. TMR will provide promotional material for staff training purposes and for drivers to have available onboard vehicles to provide information to customers.

Media

All media enquiries about FlexiLink services should be directed to TransLink's Media Manager:

Mr Andrew Berkman

Media Manager

3167 4057

Not Relevant

Under no circumstances are Yellow Cabs staff or drivers permitted to speak directly to the media, or on behalf of TMR about FlexiLink services, unless prior permission is provided TMR.

Staff and driver training

The Yellow Cabs will be responsible for ensuring adequate training is provided to all call centre, scheduling and dispatch staff and taxi drivers so they are familiar with the FlexiLink services and business rules.

Sch.4 Part 4 s.7(1)(c) Bus/com affairs

Trial evaluation criteria

The FlexiLink services should achieve a reasonable cost recovery in order for TMR to consider their continuation. Cost recovery will be monitored by TMR on a monthly basis. The continuation of the service is at the sole discretion of TMR.

FlexiLink pick up point signage

TMR and Yellow Cabs Ipswich will work collaboratively with Ipswich City Council and private land owners to identify signage requirements at designated FlexiLink primary and secondary pick up points as outlined under section 'Areas of coverage'. TMR will provide all necessary FlexiLink signage requirements at these locations. Until such time and these signs are installed, Yellow Cabs will permit FlexiLink services to use existing taxi zones and ranks at these designated pick up and set down locations.

Areas of Coverage

- Service is to be provided as nominated below for each of the Roam Zones excluding public holidays, where no services are to run, unless advised by TMR.
- Note however that service will be required on Ipswich Show Day Public Holiday, Friday 13 May 2011, as per the normal Friday timetable, unless advised by TMR.

Roam Zone A – parts of Tivoli, North Ipswich, Brassall and Moores Pocket

Span of Service: Monday to Friday - first pick up 6.00am – last pick up 6.30pm
 Saturday - first pick up 6.00am – last pick up 4.00pm

Primary <i>Designated pick up and set down locations with timed connections (5 minutes transfer)</i>	Secondary <i>Designated pick up and set down locations, other than residential addresses</i>
Bell Street Bus Interchange / Ipswich Rail Station	Riverlink Shopping Centre

Roam Zone B- parts of Basin Pocket, Bundamba, East Ipswich, Ipswich, North Booval (refer to attachment B)

Span of Service: Monday to Friday - first pick up 6.00am - last pick up 6.00pm
 Saturday - first pick up 6.00am – last pick up 5.30pm

Primary <i>Designated pick up and set down locations with timed connections (5 minutes transfer)</i>	Secondary <i>Designated pick up and set down locations, other than residential addresses</i>
Bell Street Bus Interchange / Ipswich Rail Station	Booval Fair Shopping Centre
	Riverlink Shopping Centre
	Jacaranda Shopping Centre
	Booval Rail Station

Roam Zone C – parts of Goodna and Bellbird Park (refer to attachment C)

Span of Service: Monday to Friday - first pick up 6.00am - last pick up 7.00pm
 Saturday - first pick up 7.00am – last pick up 5.30pm

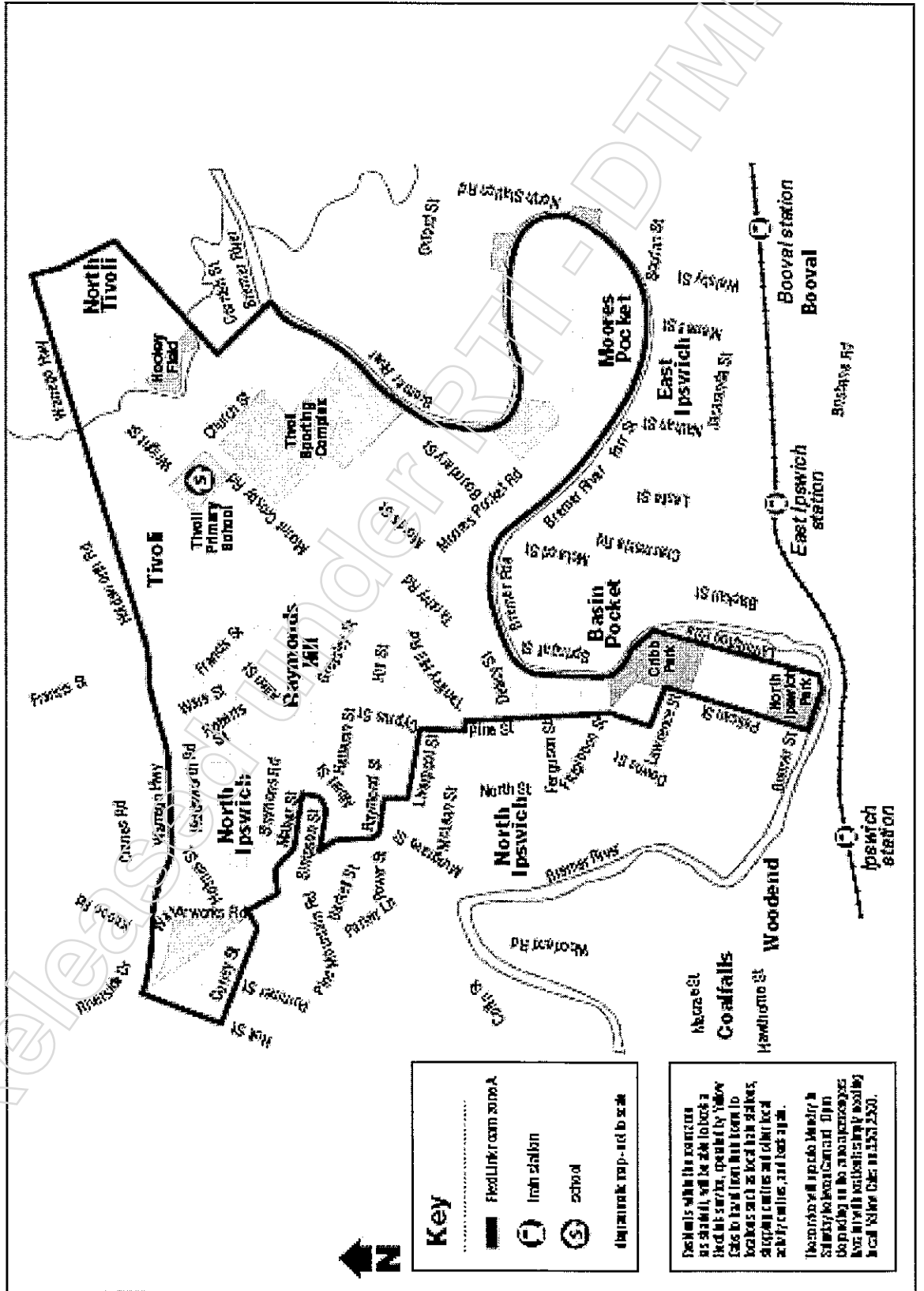
Primary <i>Designated pick up and set down locations with timed connections (5 minutes transfer)</i>	Secondary <i>Designated pick up and set down locations, other than residential addresses</i>
Goodna Rail Station	Redbank Plains Shopping Centre
	St Ives Shopping Centre

Roam Zone D – parts of Karalee, Chuwar and Bareilly Point (refer to attachment D)

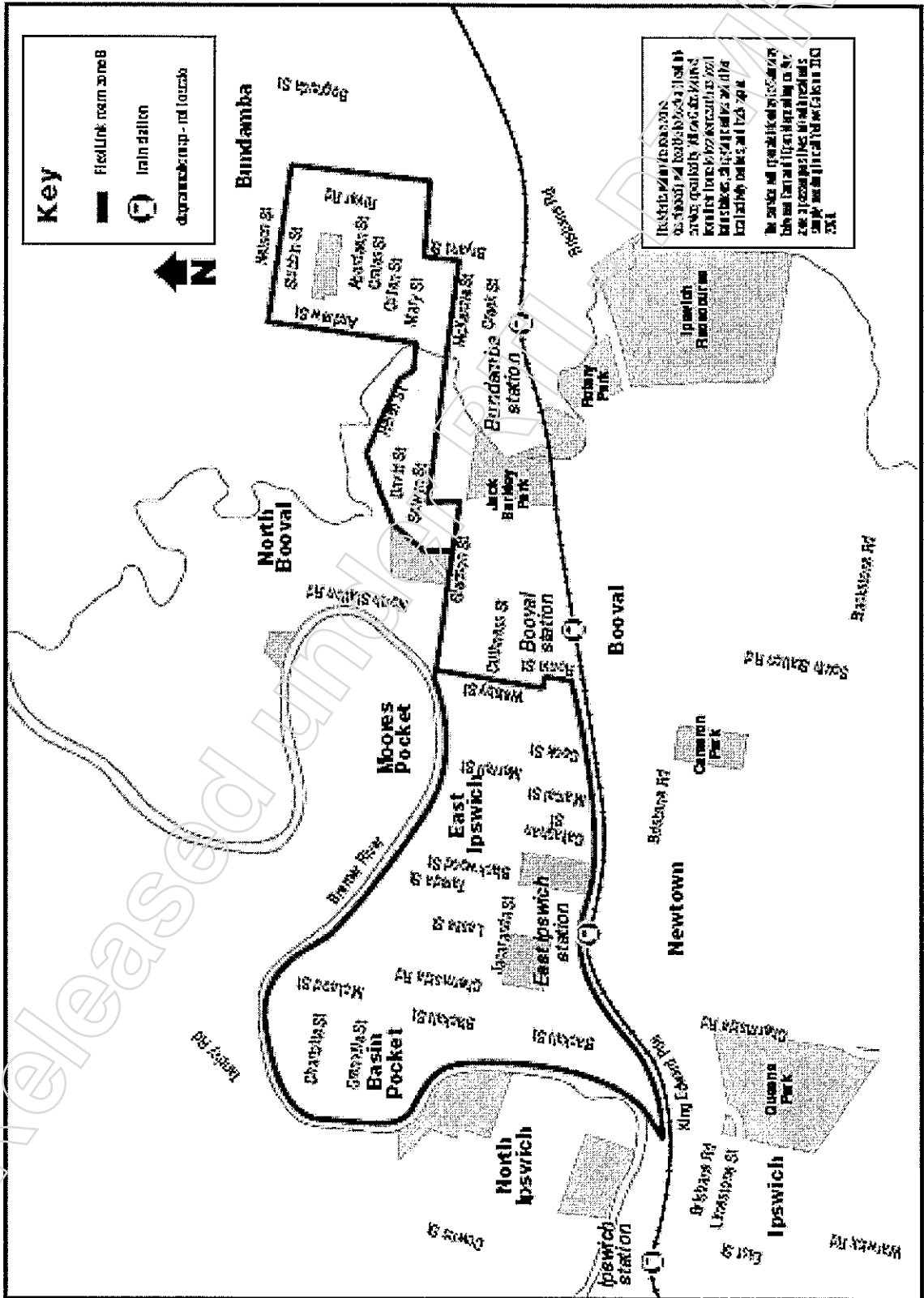
Span of Service: Monday to Friday (peak hour service only)
 first pick up 6.00am - last pick up 9.00am
 first pick up 4pm – last pick up 6.30pm

Primary <i>Designated pick up and set down locations with timed rail connections (5 minutes transfer)</i>	Secondary <i>Designated pick up and set down locations, other than residential addresses</i>
Bell Street Bus Interchange / Ipswich Rail Station	

FlexiLink roam zone A

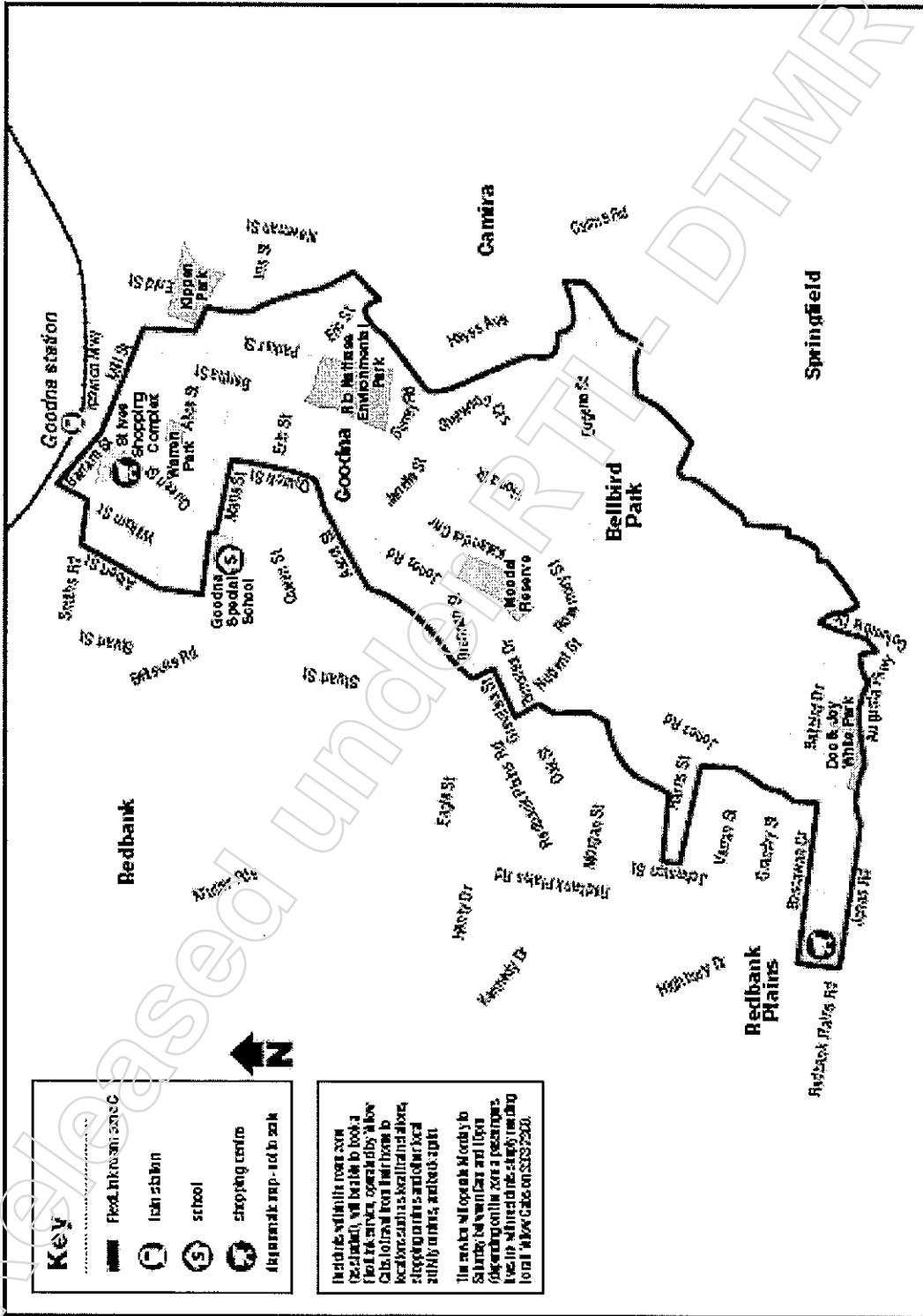


FlexiLink roam zone B



Attachment C – roam zone map C

FlexiLink roam zone C



Attachment E – roam zone street descriptions

FlexiLink Roam Zone A: Streets	LOCALITY
BEVERLEY COURT	BRASSALL
CURREY STREET	BRASSALL
GARDINER STREET	BRASSALL
GLENELG DRIVE	BRASSALL
HOLT STREET	BRASSALL
JOHNSON STREET	BRASSALL
KERTON STREET	BRASSALL
POMMER STREET	BRASSALL
SCOTT STREET	BRASSALL
BOUNDARY STREET	MOORES POCKET
LAUREL COURT	MOORES POCKET
MOORES POCKET ROAD	MOORES POCKET
ALBERT STREET	NORTH IPSWICH
ALLEN STREET	NORTH IPSWICH
BANK STREET	NORTH IPSWICH
BEATRICE TALLON COURT	NORTH IPSWICH
BOTHWICK STREET	NORTH IPSWICH
CANNING STREET	NORTH IPSWICH
CARL LANE	NORTH IPSWICH
CARTER STREET	NORTH IPSWICH
CHALMERS PLACE	NORTH IPSWICH
CONNORS STREET	NORTH IPSWICH
CYPRUS STREET	NORTH IPSWICH
DELACY STREET	NORTH IPSWICH
EASTWOOD STREET	NORTH IPSWICH
EDITH DRIVE	NORTH IPSWICH
EVANS CLOSE	NORTH IPSWICH
FERGUSON STREET	NORTH IPSWICH
FITZGERALD STREET	NORTH IPSWICH
FITZGIBBON STREET	NORTH IPSWICH
FLINT STREET	NORTH IPSWICH
FRANCIS STREET	NORTH IPSWICH
FREEMAN STREET	NORTH IPSWICH
FROST STREET	NORTH IPSWICH
FUNNELL CLOSE	NORTH IPSWICH
GULLAND STREET	NORTH IPSWICH
HEFFERAN STREET	NORTH IPSWICH
HILL STREET	NORTH IPSWICH
HOLDSWORTH ROAD	NORTH IPSWICH
HOLMES STREET	NORTH IPSWICH
HOPETOWN STREET	NORTH IPSWICH
JOHN STAINES CRESCENT	NORTH IPSWICH
KAY STREET	NORTH IPSWICH
LAMINGTON PARADE	NORTH IPSWICH
LAWRENCE STREET	NORTH IPSWICH

LIVERPOOL STREET	NORTH IPSWICH
LOWRY STREET	NORTH IPSWICH
MAHER STREET	NORTH IPSWICH
MOSSOM STREET	NORTH IPSWICH
MURRAY STREET	NORTH IPSWICH
NEWHAM CLOSE	NORTH IPSWICH
NORMA BROWN STREET	NORTH IPSWICH
PATEN STREET	NORTH IPSWICH
PAYNE STREET	NORTH IPSWICH
PELICAN STREET	NORTH IPSWICH
PENDER STREET	NORTH IPSWICH
PINE MOUNTAIN ROAD	NORTH IPSWICH
PINE STREET	NORTH IPSWICH
PULL STREET	NORTH IPSWICH
RAYMOND STREET	NORTH IPSWICH
REGINALD STREET	NORTH IPSWICH
RICHARDS STREET	NORTH IPSWICH
ROBERTS STREET	NORTH IPSWICH
SIMMONS ROAD	NORTH IPSWICH
SIMPSON STREET	NORTH IPSWICH
THE TERRACE	NORTH IPSWICH
WARE STREET	NORTH IPSWICH
IPSWICH-WARREGO HIGHWAY CONNECTION ROAD	NORTH IPSWICH
WATERWORKS ROAD	NORTH IPSWICH
WELDON STREET	NORTH IPSWICH
WHITTAKER STREET	NORTH IPSWICH
WOODLAND CLOSE	NORTH IPSWICH
LUMBYE PLACE	NORTH TIVOLI
MOUNT CROSBY ROAD	NORTH TIVOLI
VAUXHALL STREET	NORTH TIVOLI
ALLEN STREET	TIVOLI
AMANDA COURT	TIVOLI
BANK STREET	TIVOLI
BLACK STREET	TIVOLI
BOUNDARY STREET	TIVOLI
CHURCH STREET	TIVOLI
COWLEY STREET	TIVOLI
CROYDON STREET	TIVOLI
CYPRUS STREET	TIVOLI
DALY STREET	TIVOLI
FERRIER STREET	TIVOLI
FINIMORE STREET	TIVOLI
FRANCIS STREET	TIVOLI
GEORGE STREET	TIVOLI
GREASLEY STREET	TIVOLI
HARRIS STREET	TIVOLI
HASTIE STREET	TIVOLI
HILL STREET	TIVOLI

HOPETOWN STREET	TIVOLI
HUTCHINS STREET	TIVOLI
KENT STREET	TIVOLI
LUCKIE CRESCENT	TIVOLI
MARSH STREET	TIVOLI
MASSEY LANE	TIVOLI
MOORES POCKET ROAD	TIVOLI
MORRIS STREET	TIVOLI
MOUNT CROSBY ROAD	TIVOLI
PHIE STREET	TIVOLI
POPPY LANE	TIVOLI
RUSSIAN SQUARE	TIVOLI
SAVAGE STREET	TIVOLI
SCOUR STREET	TIVOLI
SPRESSER STREET	TIVOLI
TANTIVY STREET	TIVOLI
TIVOLI HILL ROAD	TIVOLI
WILLARD STREET	TIVOLI
WOOD STREET	TIVOLI
WRIGHT STREET	TIVOLI
WYNDHAM STREET	TIVOLI

FlexiLink Roam Zone B: Streets	LOCALITY
BATTYE STREET	BASIN POCKET
BLACKALL STREET	BASIN POCKET
BOWERS STREET	BASIN POCKET
BREMER PARADE	BASIN POCKET
CHARLOTTE STREET	BASIN POCKET
CHERMSIDE ROAD	BASIN POCKET
CHERMSIDE ROAD NORTH	BASIN POCKET
COAL STREET	BASIN POCKET
DAVIDSON STREET	BASIN POCKET
DEACON STREET	BASIN POCKET
GOODWIN STREET	BASIN POCKET
GRENVILLE STREET	BASIN POCKET
HOWARD STREET	BASIN POCKET
MCGILL STREET	BASIN POCKET
MCLEOD STREET	BASIN POCKET
REILLY STREET	BASIN POCKET
SCOTT LANE	BASIN POCKET
SPRINGALL STREET	BASIN POCKET
ABERDEEN STREET	BUNDAMBA
BLACKHEATH STREET	BUNDAMBA
BONNIE DUNDEE COURT	BUNDAMBA
BRYANT STREET	BUNDAMBA
BURGOYNE STREET	BUNDAMBA

CLEARY STREET	BUNDAMBA
CRAIES STREET	BUNDAMBA
CULLEN STREET	BUNDAMBA
DONRO COURT	BUNDAMBA
ECLIPSE COURT	BUNDAMBA
ENSON STREET	BUNDAMBA
FOXTON STREET	BUNDAMBA
HANRAN COURT	BUNDAMBA
HIND COURT	BUNDAMBA
HORTON STREET	BUNDAMBA
JEFFREY STREET	BUNDAMBA
MAFEKING STREET	BUNDAMBA
MARY STREET	BUNDAMBA
MCCONNELL STREET	BUNDAMBA
MCKENZIE STREET	BUNDAMBA
NELSON STREET	BUNDAMBA
RIVER ROAD	BUNDAMBA
STUBBIN STREET	BUNDAMBA
WADE STREET	BUNDAMBA
WATKINS STREET	BUNDAMBA
BARRY STREET	EAST IPSWICH
BLACKALL STREET	EAST IPSWICH
BLACKWOOD STREET	EAST IPSWICH
CALLAGHAN STREET	EAST IPSWICH
CARDEW STREET	EAST IPSWICH
CHERMSIDE ROAD	EAST IPSWICH
COOK STREET	EAST IPSWICH
COTTON STREET	EAST IPSWICH
COUNTESS STREET	EAST IPSWICH
ENGLAND STREET	EAST IPSWICH
FARR STREET	EAST IPSWICH
FEENEY LANE	EAST IPSWICH
GRAFTON STREET	EAST IPSWICH
IRVINE STREET	EAST IPSWICH
JACARANDA STREET	EAST IPSWICH
JANICE STREET	EAST IPSWICH
JOYCE STREET	EAST IPSWICH
LESLIE STREET	EAST IPSWICH
MARCEL STREET	EAST IPSWICH
MERRELL STREET	EAST IPSWICH
MERTON STREET	EAST IPSWICH
NATHAN STREET	EAST IPSWICH
NORMAN STREET	EAST IPSWICH
NORTHCOTE STREET	EAST IPSWICH
SAXELBY STREET	EAST IPSWICH
SPENGLER STREET	EAST IPSWICH
TARCOOLA STREET	EAST IPSWICH
TRUMPER STREET	EAST IPSWICH
KING EDWARD PARADE	IPSWICH

BURTON STREET	NORTH BOOVAL
CHRISTINE STREET	NORTH BOOVAL
DAVID STREET	NORTH BOOVAL
DIANE COURT	NORTH BOOVAL
GLEDSON STREET	NORTH BOOVAL
HELEN STREET	NORTH BOOVAL
JACARANDA STREET	NORTH BOOVAL
ROY STREET	NORTH BOOVAL
SELWYN STREET	NORTH BOOVAL
TUGGERAH STREET	NORTH BOOVAL
FlexiLink Roam Zone C: Streets	LOCALITY
ANNABELLE STREET	BELLBIRD PARK
AUGUSTA PARKWAY	BELLBIRD PARK
AVALON CLOSE	BELLBIRD PARK
BEAUMONT CRESCENT	BELLBIRD PARK
BELLBIRD DRIVE	BELLBIRD PARK
BERKELEY CIRCUIT	BELLBIRD PARK
BERYL COURT	BELLBIRD PARK
BIRKENSTOCK COURT	BELLBIRD PARK
BORONIA STREET	BELLBIRD PARK
BRENNAN STREET	BELLBIRD PARK
COLUMBIA DRIVE	BELLBIRD PARK
CORNWALL COURT	BELLBIRD PARK
DEN OTTER DRIVE	BELLBIRD PARK
DEVON DRIVE	BELLBIRD PARK
ESSEX COURT	BELLBIRD PARK
EUGENE STREET	BELLBIRD PARK
FIONA STREET	BELLBIRD PARK
GREVILLEA STREET	BELLBIRD PARK
HARRIS STREET	BELLBIRD PARK
JANELLE STREET	BELLBIRD PARK
JASMINE STREET	BELLBIRD PARK
JEFF COLLINS CIRCUIT	BELLBIRD PARK
JOHNSTON STREET	BELLBIRD PARK
JONES ROAD	BELLBIRD PARK
KATANDRA CRESCENT	BELLBIRD PARK
LILLYPILLY COURT	BELLBIRD PARK
LISA COURT	BELLBIRD PARK
MARLBOROUGH STREET	BELLBIRD PARK
MARLENE STREET	BELLBIRD PARK
MOONYEAN STREET	BELLBIRD PARK
NIMERETTE STREET	BELLBIRD PARK
NUGENT STREET	BELLBIRD PARK
ODETTE COURT	BELLBIRD PARK
PERDITA STREET	BELLBIRD PARK
PLUMER STREET	BELLBIRD PARK
REDGUM COURT	BELLBIRD PARK
RITA COURT	BELLBIRD PARK

ROCKFORD DRIVE	BELLBIRD PARK
ROSEMARY STREET	BELLBIRD PARK
SANDOY COURT	BELLBIRD PARK
SHERWOOD CRESCENT	BELLBIRD PARK
SURREY ROAD	BELLBIRD PARK
TAMATEA DRIVE	BELLBIRD PARK
TULLOCH STREET	BELLBIRD PARK
VAN WYK COURT	BELLBIRD PARK
WALKER STREET	BELLBIRD PARK
WARWICK COURT	BELLBIRD PARK
ALBERT STREET	GOODNA
ALICE STREET	GOODNA
ALLAN STREET	GOODNA
BAILEE STREET	GOODNA
BERTHA STREET	GOODNA
BOURKE COURT	GOODNA
BREEZEWAY COURT	GOODNA
BRENDAN PLACE	GOODNA
CASTLE STREET	GOODNA
CHURCH STREET	GOODNA
CLIVE STREET	GOODNA
DORRICOTT CRESCENT	GOODNA
DORRICOTT STREET	GOODNA
EDNA STREET	GOODNA
ERIC STREET	GOODNA
FITCHETT STREET	GOODNA
FREEMAN STREET	GOODNA
GAIL STREET	GOODNA
GILSON STREET	GOODNA
GRIEVE STREET	GOODNA
HEUER CLOSE	GOODNA
HILLSDON COURT	GOODNA
JO STREET	GOODNA
JONES ROAD	GOODNA
KRISTINE AVENUE	GOODNA
LITTLE STREET	GOODNA
MARIE STREET	GOODNA
MARTHA STREET	GOODNA
MERCY LANE	GOODNA
MILL STREET	GOODNA
PARKER STREET	GOODNA
PRINGLE PLACE	GOODNA
QUEEN STREET	GOODNA
SAINT ALBANS STREET	GOODNA
SALOMON COURT	GOODNA
SPALDING CRESCENT	GOODNA
THOMAS STREET	GOODNA
TOWERS COURT	GOODNA
TRACEY DRIVE	GOODNA

VIEW STREET	GOODNA
WILLIAM STREET	GOODNA


FlexiLink Roam Zone D: Streets	LOCALITY
BASS STREET	BARELLAN POINT
BRISBANE CRESCENT	BARELLAN POINT
BURKE STREET	BARELLAN POINT
COOK STREET	BARELLAN POINT
CUNNINGHAM STREET	BARELLAN POINT
DAMPIER STREET	BARELLAN POINT
ENDEAVOUR STREET	BARELLAN POINT
FAWKNER CRESCENT	BARELLAN POINT
FIFTH AVENUE	BARELLAN POINT
FINDLAY DRIVE	BARELLAN POINT
FIRST AVENUE	BARELLAN POINT
FLINDERS TERRACE	BARELLAN POINT
FOURTH AVENUE	BARELLAN POINT
HARTOG STREET	BARELLAN POINT
HUME STREET	BARELLAN POINT
ISLANDVIEW STREET	BARELLAN POINT
JUNCTION ROAD	BARELLAN POINT
LEICHHARDT CRESCENT	BARELLAN POINT
LOGAN CRESCENT	BARELLAN POINT
MITCHELL STREET	BARELLAN POINT
NORTHY STREET	BARELLAN POINT
OXLEY DRIVE	BARELLAN POINT
PHILLIP CRESCENT	BARELLAN POINT
RIVERSIDE AVENUE	BARELLAN POINT
RIVERSIDE COURT	BARELLAN POINT
SECOND AVENUE	BARELLAN POINT
SIXTH AVENUE	BARELLAN POINT
STUART COURT	BARELLAN POINT
STUART STREET	BARELLAN POINT
TASMAN COURT	BARELLAN POINT
THIRD AVENUE	BARELLAN POINT
BRODZIG ROAD	CHUWAR
DAN STREET	CHUWAR
ENTERPRISE CLOSE	CHUWAR
ESSEX STREET	CHUWAR
JUNCTION ROAD	CHUWAR
KATE COURT	CHUWAR
LAPWORTH ROAD	CHUWAR
LILLEY TERRACE	CHUWAR
MOUNT CROSBY ROAD	CHUWAR
PERSEVERANCE STREET	CHUWAR
RAVEN CLOSE	CHUWAR
SHAMROCK COURT	CHUWAR

WATERSTOWN PLACE	CHUWAR
ALBATROSS AVENUE	KARALEE
ARCHER COURT	KARALEE
ARTHUR SUMMERVILLES ROAD	KARALEE
ARUNTA STREET	KARALEE
BENDEMEER STREET	KARALEE
BLAXLAND STREET	KARALEE
CARBINE COURT	KARALEE
CHILDERS STREET	KARALEE
CULGOA STREET	KARALEE
DAN STREET	KARALEE
DARLING COURT	KARALEE
DOCK STREET	KARALEE
DOUGLAS COURT	KARALEE
ELAINE STREET	KARALEE
ELANORA WAY	KARALEE
ELIZABETH STREET	KARALEE
ENCOUNTER STREET	KARALEE
ESSEX STREET	KARALEE
FITZROY PLACE	KARALEE
FLEET STREET	KARALEE
FULLELOVE COURT	KARALEE
GASCOYNE DRIVE	KARALEE
GAYUNDAH STREET	KARALEE
GURNERS LANE	KARALEE
HAROLD SUMMERVILLES ROAD	KARALEE
HEATHER STREET	KARALEE
HOOD STREET	KARALEE
HOPE WAY	KARALEE
HUME STREET	KARALEE
HUON DRIVE	KARALEE
JAN STREET	KARALEE
JOANNE STREET	KARALEE
JUNCTION ROAD	KARALEE
KATHERINE COURT	KARALEE
KEIMARIE STREET	KARALEE
KRAIT STREET	KARALEE
KRYSTYNA COURT	KARALEE
LACHLAN PLACE	KARALEE
LANGLANDS STREET	KARALEE
LAWSON CRESCENT	KARALEE
LILLIAN STREET	KARALEE
LOCK STREET	KARALEE
LUDWIG LANE	KARALEE
LYNDON WAY	KARALEE
MARILYN STREET	KARALEE
MELBOURNE STREET	KARALEE


MOUNT CROSBY ROAD	KARALEE
NOELA STREET	KARALEE
NORFOLK STREET	KARALEE
OXLEY DRIVE	KARALEE
PAROO PLACE	KARALEE
PATRICIA STREET	KARALEE
PERTH STREET	KARALEE
PHARLAP PARADE	KARALEE
QUEENSBOROUGH PARADE	KARALEE
QUIBERON STREET	KARALEE
REA ROAD	KARALEE
RONAN LANE	KARALEE
SIELER COURT	KARALEE
SUMMERS STREET	KARALEE
SWANN STREET	KARALEE
SWANVALE ROAD	KARALEE
SYDNEY STREET	KARALEE
TINGIRA AVENUE	KARALEE
TORRENS STREET	KARALEE
VOYAGER DRIVE	KARALEE
WATERFRONT DRIVE	KARALEE
WATERLILLY DRIVE	KARALEE
WENONA STREET	KARALEE
WENTWORTH COURT	KARALEE
WILLOWDOWNS DRIVE	KARALEE

Released under RTI - DTMR

Attachment F – TransLink concession policy








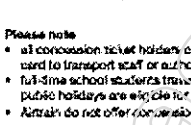
Concession policy for TransLink tickets and go card



effective March 2003

TransLink has standardised concessions across all services including:

Children – five to 14 years of age (inclusive) are eligible for a concession fare. Children who appear to be 15 years of age or older may be requested to show identification. A school photo identification card issued by the school may be used. Children who are four years of age and under travel for free.

Students

School students – Primary students under 14 years of age fall under the child category. Queensland full-time primary and secondary school students are eligible for a concession fare up to and including their 15th birthday. Secondary students who are 15 years and over must have an approved Queensland student photo identification card or be wearing an official Queensland school uniform to receive a concession fare.

Post-secondary and post-graduate students – eligible full-time students who attend a university, institute of TAFE or other approved post secondary institution located in Queensland are eligible for a concession fare. Post-secondary students must be enrolled in a course which is eligible for Austudy, Abstudy or Youth Allowance or is at the post-graduate level. Students must hold a current and valid photo identification card marked 'full-time' with the QR logo or a Tertiary Transport Card to receive the concession fare.

Tertiary Transport Card – issued to eligible Queensland students where the educational institution does not have the QR logo, such as rural students. The Tertiary Transport Card must show the student's name and course expiry date and must be presented with a valid student photo identification card to receive the concession fare.

Pensioners – Australian residents holding a current Pensioner Concession Card from any state or territory are eligible for a concession fare. The concession fare is only provided to the holder named on the card. Dependents listed on the card do not receive a concession fare and must pay the appropriate fare.

Seniors – Australian residents holding a valid Seniors Card from any state or territory are eligible for a concession fare. International Seniors cards and Senior Business Discount cards are not accepted.


Repatriation Health Card – Queensland residents who hold a "Repatriation Health Card – For All Conditions" (Gold Card) are eligible for a concession fare. The card must have a file number with the prefix 'Q'. Interstate issued cards are not accepted.

Companion Card – a person who provides attendant care support and travels with a person holding a Companion Card issued by any state or territory is eligible for free travel. The Companion Card holder needs to purchase a valid ticket for travel.

Please note

- all concession ticket holders or concession go card holders must be in possession of a valid concession entitlement card at all times and must present the entitlement card to transport staff or authorised person when travelling
- full-time school students travelling on QR services between their home station and school station on school days only and for official school events on weekends and public holidays are eligible for 1/2 student fare for travel on QR services only
- Airtrain do not offer concession fares, except for children.

For full details of TransLink's concession policies and eligibility criteria, please visit www.translink.com.au

 **1312 30**

Updates available at Available at <http://www.translink.com.au/resources/tickets-and-fares/fares/090301-concession-policy.pdf>

Attachment G – Monthly report

The monthly report prepared by Yellow Cabs, to accompany each invoice, will contain the following information and should be provided in hard copy and electronic format:

- account name ie TransLink FlexiLink
- booking reference number
- date and time of each booking
- date and dispatch time of each booking
- vehicle type (ie maxi, sedan, multivan, limo) dispatched for each booking and whether vehicle is part of Ipswich or Brisbane fleet
- date, time and street address for each pick up location (booking or walk up)
- date, time and street address for each set down location (booking or walk up)
- driver number for each trip
- taxi fleet number for each trip
- number of wheelchair passengers, adult and concession passengers per trip
- number of pre-booked 'no shows' per trip
- number of pre-booked cancellations
- relevant roam zone (A, B, C or D)
- kms travelled per trip
- metered fare per trip, including flag fall
- total value of passenger fares per trip
- 'No show' driver compensation fees per trip
-
- TTA subsidy per trip (invoice amount)

YELLOW CABS (QUEENSLAND) PTY LTD
(ABN 84 294 365 413)
(Assignor)

YELLOW CABS AUSTRALIA PTY LTD
(ABN 45 620 658 871)
(Assignee)

THE STATE OF QUEENSLAND
(acting through the Department of Transport and Main Roads)
(State)

DEED OF ASSIGNMENT, ASSUMPTION AND VARIATION
OF
FLEXILINK SERVICE CONTRACT
for the
FLEXILINK WESTERN REGION

Released under RTI - DTMR

THIS DEED is made on the date of execution by the State.

BETWEEN:

YELLOW CABS (QLD) PTY LTD (ABN 84 294 365 413) of 7 Albion Street, Woolloongabba
in the State of Queensland ("the Assignor")

AND:

YELLOW CABS AUSTRALIA PTY LTD (ABN 45 620 658 871) of 152-162 Riley Street,
Darlinghurst in the State of New South Wales ("the Assignee")

AND:

THE STATE OF QUEENSLAND (ABN 39 407 690 291), acting through the Department of
Transport and Main Roads of 61 Mary Street, Brisbane in the State of Queensland
("the State")

RECITALS

- A. The Assignor and the State entered into a service contract dated 3 December 2010 for the provision of FlexiLink services in the FlexiLink Western region ("the Service Contract") with a Commencement Date of 13 December 2010.
- B. The Expiry Date of the Service Contract was six months from the Commencement Date, with clause 2.2 of the Service Contract providing for any number of extensions to the Expiry Date by the State for periods of up to 6 months (or such other period agreed by the State and the Assignor in writing).
- C. The State has approved extensions to the Expiry Date, with the most recent extension to 31 December 2017, and the State and the Assignor have continued to carry out their obligations under the Service Contract.
- D. The Assignor now wishes to transfer the Service Contract from date of this Deed ("the Effective Date") to the Assignee, and the State and the Assignee wish to vary the terms of the Service Contract.
- E. Subject to the terms of this Deed, the State has agreed to approve the assignment of the Service Contract, and to vary the terms of the Service Contract, provided the Assignor and the Assignee enter into this Deed with the State.

NOW THIS DEED WITNESSES as follows: -

1. INTERPRETATION

1.1 Service Contract definitions to apply

Words and expressions which are defined in the Service Contract have the same meaning in this Deed.

1.2 Service Contract interpretation provisions to apply

The provisions of Clause 1.2 of the Service Contract apply, in the interpretation of this Deed.

2. CONSENT TO ASSIGNMENT

2.1 State's consent

Subject to and conditional upon:

- (a) the execution of this Deed by all parties; and
- (b) the execution of a Deed of Guarantee by Cabcharge Australia Limited ("the Guarantor") in terms satisfactory to the State under which the Guarantor guarantees the performance of the Assignee under the Service Contract,

the State consents to the assignment of the Service Contract on the terms contained in this Deed.

2.2 Transfer by Assignor

With effect on the Effective Date, the Assignor hereby transfers the Service Contract and all of the Assignor's rights under the Service Contract to the Assignee.

2.3 Acceptance by Assignee

With effect on the Effective Date, the Assignee hereby accepts the transfer and assumes all of the obligations and liabilities of the Assignor under the Service Contract as if the Assignee was named in it as the Operator.

3. LIABILITY OF ASSIGNOR

3.1 Acts or omissions

The Assignor shall remain liable to the State for all of its acts or omissions and its obligations under the Service Contract prior to the Effective Date.

4. EXTENSIONS OF SERVICE CONTRACT BINDING

4.1 Acknowledgement

The parties acknowledge that:

- (a) the terms of the Service Contract provided the State with the right to extend the Expiry Date of the Service Contract on any number of occasions, not less than one month prior to the then current Expiry Date, for periods of up to 6 months (or such other period agreed by the State and the Assignor in writing); and
- (b) the Expiry Date of the Service Contract has been extended by agreement between the State and the Assignor on several occasions, with the most recent Expiry Date being extended to 31 December 2017.

4.2 Extensions binding

The parties agree that the extensions of the Expiry Dates of the Service Contracts referred to in paragraph 4.1 are extensions validly made in accordance with clause 2.2 of the Service Contract and are effective and binding on the parties.

5. VARIATION OF SERVICE CONTRACT

5.1 Variation of Expiry Date

The State and the Assignee agree that the Service Contract will be varied from the Effective Date by the addition the following new clause 2.3:

"2.3 Option for renewal

- (a) Where this agreement has been extended by TMR under clause 2.2 for a period up to or extending beyond 12 December 2017, the Operator will be entitled to exercise an option to renew this contract for a further term commencing on 13 December 2017 and expiring on 30 June 2019, on the following terms and conditions:
- (i) the Operator will give written notice of its intention to exercise the option to renew as soon as possible prior to 12 December 2017; and
 - (ii) the Operator will not have been in substantial non-compliance of its obligations under this contract or under the Act or will not have been given a Notice of Unsatisfactory Performance under the Act.
- (b) The terms and conditions of the option term or new term will be the same as the terms and conditions of this agreement except for this clause 2.3, which will not apply."

5.2 Confirmation of the terms of the Service Contract

The State and the Assignee ratify and confirm the terms of the Service Contract as varied by this Deed.

6. ADDRESS OF ASSIGNEE FOR NOTICES

For the purposes of clause 16 of the Service Contract and, unless otherwise notified in writing, the address of the Assignee to which all Notices shall be delivered or transmitted shall be as follows:

Sch.4 Part 4 s.6 PI Chief Operating Officer
Yellow Cabs Australia Pty Ltd
7 Albion Street, Woolloongabba Qld 4102

Facsimile: +61 7 3891 0039

7. GOVERNING LAW AND JURISDICTIONS

This Deed is governed and shall be construed by and in accordance with the laws of Queensland, and the parties submit to the jurisdiction of the courts of Queensland.

8. COSTS

8.1 Each party pays own costs

Subject to any contrary provision in this Deed, each party shall bear its own costs (including legal costs) of an incidental to the preparation, negotiation and signing of this Deed.

8.2 Stamp Duty and other Taxes

However the Assignee shall pay and indemnify the State against all liability for stamp duty, taxes and registration fees assessed on this Deed or its performance.

9. EXECUTION OF DEED BY SEVERAL COUNTERPARTS

This Deed may be signed in any number of counterparts, with the same effect as if the signatures to each counterpart were on the same instrument.

Released under RTI - DMR

EXECUTED as a Deed:

Signed, sealed and delivered for and on behalf of the State of Queensland acting through the Department of Transport and Main Roads, ABN 39 407 690 291 by its duly authorised delegate in the presence of:

Not Relevant

Signature of witness

DEAN GOING.

Full name of witness

Signed, sealed and delivered by Yellow Cabs (Queensland) Pty Ltd, ABN 84 294 365 413 in accordance with the section 127(1) of the Corporations Act 2001 (Cth) by:

Not Relevant

Signature of delegate

Date 21/12/17

PETER ANTHONY WALSH

A/ Director (Bus Contracts)

Full name of delegate

Not Relevant

Signature of director

Date 14/12/17

Sch.4 Part 4 s.6 PI

Full name of director (printed)

Not Relevant

Signature of director/secretary

Date 14/12/17

Sch.4 Part 4 s.6 PI

Full name of director/secretary

Signed, sealed and delivered by Yellow Cabs Australia Pty Ltd, ABN 45 620 658 871 in accordance with the section 127(1) of the Corporations Act 2001 (Cth) by:

Not Relevant

Signature of director

Date 20/12/17

Sch.4 Part 4 s.6 PI

Full name of director (printed)

Not Relevant

Signature of director/secretary

Date 20/12/17

Sch.4 Part 4 s.6 PI

Full name of director/secretary

Released under RTI - DMP

Deed of Variation of Western Region Flexible Transport Service Contract

State of Queensland (represented by the Department of
Transport and Main Roads) (TMR)

Yellow Cabs Australia Pty Ltd ABN 45 620 658 871 (YCA)

Released under RTI/TMR

Deed of Variation of Western Region Flexible Transport Service Contract

Deed of Variation of Western Region Flexible Transport Service Contract

Date

Parties

State of Queensland (represented by the Department of Transport and Main Roads) of GPO Box 50, Brisbane QLD 4000 (TMR)

Yellow Cabs Australia Pty Ltd ABN 45 620 658 871 of 7 Albion Street, Woolloongabba QLD 4102 (YCA)

Background

- A. TMR and YCA have entered into the Document.
- B. The parties have agreed to vary the terms of the Document as set out in this deed.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this deed:

Document means the Western FlexiLink - Flexible Transport Service Contract dated 3 December 2010 between The State of Queensland (acting through Department of Transport and Main Roads) (as 'TMR') and Yellow Cabs (Queensland) Pty Ltd (as 'Operator') as amended and novated by the Deed of Assignment, Assumption and Variation dated 21 December 2017.

1.2 Interpretation

- (a) In this deed, unless the context indicates a contrary intention:
 - (i) a word or phrase defined in the Document has the same meaning when used in this deed;
 - (ii) to the extent of any inconsistency between the Document and this deed, the terms of this deed prevail.
- (b) Clauses 1, 16 and 20 of the Document will be deemed to be replicated in this deed. However, references to "agreement" in those clauses will for the purpose of this deed, be read as a reference to "deed".

2. Variation

The Document is varied as set out in Schedule 1.

The amendments to the Document take effect on and from the date of this Deed.

Deed of Variation of Western Region Flexible Transport Service Contract

3. Confirmation of terms of the Document

The parties ratify and confirm the Document as varied by this deed.

4. Expenses

Each Party will bear its own costs (including legal costs) of and incidental to the negotiation, preparation and execution of this deed.

5. Stamp duty

YCA must pay all stamp duty, including fines and penalties, in connection with this deed, or any payment, receipt or other transaction contemplated by it.

Executed as a deed in Queensland

Signed, sealed and delivered as a deed for and on behalf of the State of Queensland (represented by the Department of Transport and Main Roads) by its duly authorised delegate in the presence of:

Not Relevant

Signature of witness

Don Moore.

Full name of witness

Signed, sealed and delivered as a deed by Yellow Cabs Australia Pty Ltd ABN 45 620 658 871 in accordance with the *Corporations Act 2001 (Cth)* by:

Not Relevant

Signature of delegate

Juanita Reubilli

Full name of delegate

Delegation

Not Relevant

Signature of director

Date 11/6/19

Full name of director (printed)

Not Relevant

Signature of director/secretary

Date 11/6/19

Sch.4 Part 4 s.6 PI

Full name of director/secretary

Deed of Variation of Western Region Flexible Transport Service Contract

Schedule 1 Variation of the Document

Item	Clause	Amendment
1.	Throughout	Pursuant to the Deed of Assignment, Assumption and Variation of the Service Contract dated 21 December 2017, all references to 'Yellow Cabs (Queensland) Pty Ltd' throughout the Contract will be read as references to 'Yellow Cabs Australia Pty Ltd ABN 84 294 365 413'.
2.	Clause 1.1 (Definition of 'Expiry Date')	Delete the reference to 'the date six (6) months from the Commencement Date' and insert '30 June 2021' in its place.
3.	Clause 1.1 (Definition of 'Non-T Plated Vehicles')	Delete the definition of 'Non-T Plated Vehicles' and all references to it throughout the Contract.
4.	Clause 1.1 (New Definition)	Insert a new definition for 'MT Data Terminal' as follows: <i>"MT Data Terminal" means the equipment installed in the Operator's vehicles utilised by the Operator as part its electronic booking software system which, amongst other things, transmits bookings from the Operator booking/despatch system to the vehicle.</i>
5.	Clause 1.1 (New Definition)	Insert new definitions for 'Primary Location' and 'Secondary Location' as follows: <i>'Primary Location' means a public transport bus or rail location (as identified in the Service Plan or otherwise approved by TMR) delivery to which enables passengers to meet designated train or bus services with a minimum five-minute transfer window'.</i> <i>'Secondary Location' means other designated locations (as identified in the Service Plan or otherwise approved by TMR) other than residential addresses'.</i>
	Clause 1.1 (New Definition)	Insert new definitions for 'Tariff Rate', 'Tariff 1' and 'Tariff 2' as follows: <i>'Tariff Rate' means the rate set by TMR applicable to the Metered Fare (MF) cost of the FlexiLink Service, being either Tariff 1 or Tariff 2'.</i> <i>'Tariff 1' means the tariff rate applicable to the Metered Fare cost of a FlexiLink Service operated between the hours of 7:00am and 7:00pm Monday to Friday'.</i> <i>'Tariff 2' means the tariff rate applicable to the Metered Fare cost of a FlexiLink Service operated between the hours of 6:00am and 7:00am Monday to Friday and all day Saturdays'.</i>

Deed of Variation of Western Region Flexible Transport Service Contract

	Clause 3 (Changes)	Amend clause 3(b)(vii) by deleting the current subclause and replacing with the following: <i>'(vii) changes to the format of, and information to be electronically included in the bookings, journey records, ticketing and no-show journey records, including passenger and ticketing data;'</i>
	Clause 5.2 (Service Areas)	Amend by deleting subclause (c) and replacing it with the following: <i>'(c) work collaboratively with TMR to identify signage requirements and to immediately advise TMR of damage to, or required replacement of signage at designated Primary or Secondary Location(s)'.</i>
	Clause 5.3 (Booking Service)	Amend clause 5.3 by inserting a new subclause (g) as follows: <i>'(g) ensure that the Operator obtains details from customers at the time of booking of their intended fare type (ie Concession or Standard) and that, where relevant, drivers sight the customer's nominated concession card at time of vehicle boarding'.</i>
4.	Clause 5.5 (Vehicles)	Amend clause 5.5(b)(ii) by deleting the words, <i>'and limousines authorised to be used under a limousine service licence in respect of the Ipswich limousine service area (Non T-Plated Vehicles).'</i> Delete clause 5.5(e)(i) and the words, 'magnets or' in clause 5.5(e)(iii).
	Clause 6.1 (Fare Structure)	Delete clause 6.1(b) and replace with the following: <i>'(b) The Operator must ensure that each driver of a vehicle used to provide the FixiLink Services provides sufficient electronic data at the end of each journey (in the format agreed by TMR) to support and validate any payment claim (Driver Completed Journey Record). This includes, at a minimum, the information set out in the Service Plan being booking, passenger trip and ticketing information (including no-shows), or as otherwise agreed with TMR'.</i>
	New Clause 6.1(f)	insert a new clause 6.1(f) as follows: <i>'(f) Where a driver is unable to validate a Concession Fare and a Standard Fare is charged, the Operator must ensure that the driver reports this to the Operator's call centre so that the fare information is updated in the booking'.</i>
5.	Clause 6.2 (Monthly Reporting, Invoicing and Payment)	Amend clause 6.2(c)(i) by capitalising the reference to <i>'Tariffs 1 and 2'</i> on the basis that they are now defined terms in the Agreement. Amend clause 6.2(c) by deleting subclauses (ii) and (iii) and inserting a new subclause (ii) as follows: <i>' (ii) for each journey where the circumstances of a 'no-show' (as set out in the Service Plan) are met, the 'no-show' amount specified in the Service Plan'.</i>

Deed of Variation of Western Region Flexible Transport Service Contract

<p>Clause 7 (Marketing and Communications)</p>	<p>Delete the existing clause 7(h) and replace with the following: '(h) The Operator must submit via the Customerlink TransLink website any customer feedback and/or complaints it receives directly and respond to all queries and/or complaints within five (5) Business Days of receipt'.</p>
<p>Clause 9 (Management Information)</p>	<p>Amend clause 9(a) by deleting the words, 'duplicates of all Driver Completed Journey Records' and replace with the words, 'all information contained in the Driver Completed Journey Records'.</p> <p>Delete clause 9(c) and replace with the following: '(c) The Operator must provide TMR with:</p> <ul style="list-style-type: none"> (i) the information specified in the Service Plan, within the timeframes specified in the Service Plan; and (ii) within ten (10) Business Days of receiving a written request from TMR, any additional information or records reasonably requested by TMR relating to the provision of the FlexiLink Services, including but not limited to information to enable TMR to verify the Monthly Reports and/or the Operator's performance of the Contract.
<p>Clause 16 (Notices)</p>	<p>Delete the existing TMR details and replace with the following:</p> <p>TMR: Contract Manager – Western FlexiLink Department of Transport and Main Roads Level 4 61 Mary Street Brisbane QLD 4000 Email: Western_FlexiLink@translink.com.au</p> <p>Delete the reference to 'Sch.4 Part 4 s.6 P' and insert 'Sch.4 Part 4 s.6 PI Sch.4 Part 4 s.6 P' in its place.</p>

Deed of Variation of Western Region Flexible Transport Service Contract

<p>Schedule (Service Plan)</p>	<p>Referencing the headings provided in the Service Plan:</p> <p><u>FlexiLink Service Areas</u></p> <p>In the first dot point, delete references to:</p> <ul style="list-style-type: none">(a) Roam Zone A (Parts of Tivoli, North Ipswich, Brassall and Moores Pocket);(b) Roam Zone B (Parts of Basin Pocket, Bundamba, East Ipswich, Ipswich and North Boovai);(c) roam zone maps A and B; and(d) Attachments A, B and roam zone streets in Attachment E. <p>Amend dot point 2 by capitalising the reference to '<i>Primary and Secondary Locations</i>' on the basis that they are now defined terms in the Contract.</p> <p><u>Trial Period</u></p> <p>Amend the first dot point by deleting the words, 'for a period of up to 12 months commencing on 13 December 2010' and insert the words, '<i>for the Term of this Contract</i>', in their place.</p> <p><u>Vehicle Specifications</u></p> <p>Delete references to use of non-T plated vehicles (including dot point 4 in its entirety).</p> <p>Delete dot point 8 in its entirety and replace with the following: <i>'Yellow Cabs will ensure that all vehicles operating FlexiLink Services have FlexiLink signage (provided by TMR) placed on the front left-hand corner of the vehicle windscreen. This signage must be removed when not operating FlexiLink Services.'</i></p> <p>Delete all references to 'magnets' and replace with '<i>FlexiLink signage</i>' in the last dot point.</p> <p><u>Fare Structure</u></p> <p>Delete dot point 5 in its entirety.</p> <p>Delete the second last dot point relating to the use of non-T plated vehicles.</p> <p><u>Driver Dockets (Green Dockets)</u></p> <p>Delete the entire section and replace with the following:</p> <p><u>'Driver Completed Journey Record</u></p> <ul style="list-style-type: none">• <i>Subject to the balance of this section, the Operator must ensure that at the end of each journey, the driver of a vehicle used to provide a FlexiLink Service completes a</i>
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Deed of Variation of Western Region Flexible Transport Service Contract

		<p>written record (<i>Driver Completed Journey Record</i>) which, at a minimum, contains the information set out in clauses (g) – (k) and (m) of Attachment G.</p> <ul style="list-style-type: none">• <i>The Operator must, in consultation with TMR, transition to electronic booking and management of passenger and journey information by no later than 31 July 2019, with the information required to complete the Monthly Report (Attachment G) to be provided in an electronic format acceptable to the Department.</i>• <i>The Operator must retain for seven (7) years all Driver Completed Journey Records and provide them to the Department upon request.</i>• <i>The Operator must maintain an auditable record of all bookings and sales for the FlexiLink Services. This record must contain at least all of the information necessary to complete the Monthly Report (Attachment G), or as otherwise agreed by the Department.</i>• <i>Failure to comply with the above may entitle TMR to refuse to pay an amount to the Operator under clause 6'.</i> <p><u>Payment and Invoicing</u></p> <p>In the first dot point, amend the reference to 'driver dockets (green dockets)' and replace with, '<i>Driver Completed Journey Records</i>'.</p> <p>Delete the third dot point and replace with the following: '<i>Subject to receipt of a satisfactory Monthly Report, TMR will pay all correctly rendered invoices within 30 days from receipt of the invoice</i>'.</p> <p>Delete fourth dot point and replace with the following: '<i>At a minimum, Yellow Cabs will provide Monthly Reports to TMR with each invoice (either in an electronic or hard copy format, as determined by TMR) Monthly Reports will provide the information outlined in Attachment G</i>'.</p> <p><u>Scheduling and Despatch</u></p> <p>Amend dot point 4 by deleting the referent to 'non-t plated vehicles.'</p> <p>Insert the following additional dot points:</p> <ul style="list-style-type: none">• '<i>Each vehicle providing a FlexiLink Service must have and maintain an MT Data Terminal that transmits bookings from the Operator booking/despatch system to the vehicle.</i>
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Deed of Variation of Western Region Flexible Transport Service Contract

- *The booking transmitted to the vehicle must be appropriate for the vehicle to undertake (that is, the trips transmitted must take into account vehicle capacity and ability to accommodate passenger needs). The despatch system must also be able to take into account potential changes to a booking following final Service scheduling).*
- *The vehicle despatch system will provide drivers with the following information via the MT Data Terminal:*
 - *Date and time of each pick up;*
 - *Location of each pick up and drop off;*
 - *passenger details including name, any special passenger requirements and concession eligibility.*
- *If a passenger modifies or cancels their trip after the Service has been despatched but before the passenger pick up has occurred, this information should be transmitted to the MT Data Terminal to ensure that the driver does not proceed to a pick up that is no longer required'.*

Customer Complaints and Feedback

Delete the second paragraph and replace with the following:

'Yellow Cabs should record all direct customer feedback in TransLink's CustomerLink. All feedback, queries and/or complaints must be resolved within five (5) Business Days of their receipt.

Where feedback or a complaint relates to the safety and wellbeing of a passenger, the matter should also be immediately and directly reported to the Contract Manager'.

Media

Delete the existing clause and insert the following in its place:

'Yellow Cabs must, as soon as practicable, inform TMR of any enquiries it receives from the media concerning the FlexiLink Services. These enquiries should be directed to the TMR contract manager in the first instance or, if unavailable, the TMR media team at:

Email Address: media@translink.com.au

OR

24 hour media on call number:

Under no circumstances are Yellow Cabs staff or drivers permitted to speak directly to the media, on or behalf of TMR about FlexiLink Services, unless prior permission is provided by TMR.

Yellow Cabs and TMR must use their best endeavours to share information with each other which relates to communication to the public about the FlexiLink Services and which may impact on the interests of either of them'.

Deed of Variation of Western Region Flexible Transport Service Contract

		<p><u>FlexiLink Pick Up Point Signage</u> Insert a new paragraph as follows: <i>'Once installed, TMR will be responsible for the maintenance and/or repair of such signage, noting the requirement for Yellow Cabs to immediately report any damage to the signage notified by drivers.'</i></p> <p><u>Areas of Coverage</u> Delete all references to Roam Zone A and Roam Zone B.</p> <p>Roam Zone C – Insert under the heading 'Secondary' the additional Secondary Location of <i>'Redbank Plaza Shopping Centre.'</i></p> <p>Roam Zone D – Insert under the heading 'Secondary', the additional Secondary Location of <i>'Riverlink Shopping Centre and Karalee Shopping Centre.'</i></p> <p>Delete Attachment A – Roam Zone Map A and Attachment B – Roam Zone Map B</p> <p>Delete Attachment E – Roam Zone Street Descriptions</p> <p>Delete the existing Attachment F – TransLink Concession Policy and replace with the Attachment F attached to this Deed.</p> <p>Delete the existing Attachment G – Monthly Report and replace with the Attachment G attached to this Deed.</p>
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Deed of Variation of Western Region Flexible Transport Service Contract

ATTACHMENT F – TRANSLINK CONCESSION POLICY

Effective February 2019

Approved TransLink concession cards

The following cards can be used on TransLink services to receive a concession fare
For full concession details, please visit translink.com.au/concession

50% Concession

Children and Infants

Concession fares apply for children 5 – 14 years but a concession card is NOT needed. Free travel for infants 0 – 4 years old.

Secondary school students (15+)

Must show a Queensland student photo identification card or be wearing an official Queensland school uniform. Home Education identification cards are also accepted.

Pensioner Concession Cards, Seniors Cards and Repatriation Health Card (gold and white card)

Must show one of the following cards and have a senior or concession go card.*

Job seekers

Must show a current photo ID and have concession fares activated on their go card.*

Asylum seekers

Must show a current photo ID and have concession fares activated on their go card.*

Tertiary/post-secondary students

Must show a current photo ID and have concession fares activated on their go card.*

*Travel on concession paper tickets not permitted. Refer to translink.com.au/concession for a list of approved photo ID.



Queensland only



Queensland only



All states and territories



All states and territories

*Seniors Business Discount Cards are not accepted. Dependants listed on a Pensioner Concession Card are not entitled to a pensioner concession and must pay the appropriate fare. The Health Care Card issued by the Department of Human Services is not accepted.



All states and territories



Digital Pensioner Concession Card on a smart phone application

100% Concession



All states and territories



Queensland only



Queensland only



All states and territories



Sample only - card designs will vary

TransLink products



SEQ only



SEQ only



SEQ only



SEQ only

Download the MyTransLink app, visit translink.com.au or call 13 12 30



Deed of Variation of Western Region Flexible Transport Service Contract

ATTACHMENT G – MONTHLY REPORT

The following information is to be provided to TMR electronically each month and accompany all electronic invoices for payment:

- (a) Account name – TransLink Western FlexiLink
- (b) Booking reference number
- (c) Details of each journey booked including date and time of booking
- (d) Driver accepted time for each booking
- (e) Driver number for each trip
- (f) Taxi fleet number for each trip
- (g) Specific details of journey origin and destination (ie specific street addresses (not just a suburb) and reference to Roam Zone C or D) for each passenger (booking or walk up)
- (h) Details of journey length
- (i) Details of which customers are carried on each vehicle trip
- (j) Details of fare type including any eligible concessions:
- (k) Distance and time travelled when at least one passenger is on board
- (l)

Sch.4 Part 4 s.7(1)(c) Bus/com affairs
- (m) Number of pre-booked 'no shows' per trip
- (n) Number of pre-booked cancellations
- (o) Total value of passenger fares per trip
- (p)

Sch.4 Part 4 s.7(1)(c) Bus/com affairs
- (q)

Our ref DOC21/213873
Enquiries Dennis Wong

Department of
Transport and Main Roads

1 April 2021

Sch.4 Part 4 s.6 PI

General Manager
Yellow Cabs Australia Pty Ltd
7 Albion Street
Woolloongabba QLD 4102

Dear Sch.4 Part 4 s.6 PI

Notice of Option to Extend Service Contract for Flexilink Services

I refer to clause 2.2 of the Service Contract for Flexilink Services ("Service Contract") and advise that the Department of Transport and Main Roads has decided to elect the option to extend the contract on the same terms for a further period up to and including **30 June 2022**.

To ensure the continuity of the service, please arrange enclosed 'Acknowledgement' to be signed and returned marked attention to Dennis Wong by **16 April 2021**.

If you have any queries regarding this communication, please contact Dennis Wong on dennis.wong@translink.com.au or on (07) 3338 4038.

Yours Sincerely

Not Relevant

Anjuna Singh
Executive Director (PT Contracts)

Passenger Transport Services
PT Contracts & Services

61 Mary Street Brisbane
GPO Box 50 Brisbane Qld 4000

Telephone +61 7 (07) 3338 4038
Website www.tmr.qld.gov.au
Email dennis.wong@translink.com.au
ABN 39 407 690 291

ACKNOWLEDGEMENT OF ELECTION OF OPTION TO EXTEND SERVICE CONTRACT

Yellow Cabs Australia Pty Ltd ACN 620 658 871 acknowledges the Department of Transport and Main Roads has elected to extend the Service Contract for Flexilink Services on the same terms for a further period up to and including 30 June 2022.

Not Relevant	Not Relevant
Signature of Director	Signature of Director/Company Secretary
Sch.4 Part 4 s.6 PI	Sch.4 Part 4 s.6 PI
Name of Director	Name of Director/Company Secretary
Date: 13/4/21	Date: 13/4/21

Please sign above and return marked attention to:

Mr Dennis Wong
Senior Advisor (Contracts)
PT Contracts
TransLink Division
Department of Transport and Main Roads
GPO Box 50
Brisbane QLD 4001

Released under RTI/DTPMR



Our ref DOC22/49328
Enquiries Dennis Wong

Department of
Transport and Main Roads

10 March 2022

Sch.4 Part 4 s.6 PI

General Manager
Yellow Cabs Australia Pty Ltd
7 Albion Street
Woolloongabba QLD 4102

Dear Sch.4 Part 4 s.6 PI

Notice of Option to Extend Service Contract for Flexilink Services

I refer to clause 2.2 of the Service Contract for Flexilink Services ("Service Contract") and advise that the Department of Transport and Main Roads has decided to elect the option to extend the contract on the same terms for a further period up to and including **30 June 2023**.

To ensure the continuity of the service, please arrange enclosed 'Acknowledgement' to be signed and returned marked attention to Dennis Wong by 28 March 2022.

If you have any queries regarding this communication, please contact Dennis Wong on western_flexilink@translink.com.au or on (07) 3338 4038.

Yours Sincerely

Not Relevant

Anjuna Singh
Executive Director (PT Contracts)

Passenger Transport Services
PT Contracts & Services

61 Mary Street Brisbane
GPO Box 50 Brisbane Qld 4000

Telephone +61 7 (07) 3338 4038

Website www.tmr.qld.gov.au

Email western_flexilink@translink.com.au

ABN 39 407 690 291

ACKNOWLEDGEMENT OF ELECTION OF OPTION TO EXTEND SERVICE CONTRACT

Yellow Cabs (Australia) Pty Ltd acknowledges the Department of Transport and Main Roads has elected to extend the Service Contract for Flexilink Services on the same terms for a further period up to and including **30 June 2023**.

Not Relevant	Not Relevant
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Signature of Director

Signature of ~~Director~~/Company Secretary

Sch.4 Part 4 s.6 PI	Sch.4 Part 4 s.6 PI
---------------------	---------------------

Name of Director

Name of ~~Director~~/Company Secretary

Date: 29/3/2022

Date: 11/4/2022

Please sign above and return marked attention to:

Mr Dennis Wong
Senior Advisor (Contracts)
PT Contracts
TransLink Division
Department of Transport and Main Roads
GPO Box 50
Brisbane QLD 4001

Released Under PTI/DTMR