

TERMS AND CONDITIONS FOR CONDUCTING TAXI SERVICES AT LAUNCESTON AIRPORT

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

By entering the Airport to provide a Taxi Service, you agree to be bound by the following terms and conditions:

TERMS AND CONDITIONS

1 General

- (a) You acknowledge that any breach of these terms and conditions by you may result in a ban applying to your vehicle, banning it from entering the Airport for the purpose of providing a Taxi Service.
- (b) Access to the Commercial Lane at the forecourt of the Airport (**Commercial Lane**) is facilitated by Licence Plate Recognition technology and ZipBy.
- (c) You may only operate a Taxi Service from the Commercial Lane if you have registered with ZipBy at [Register – ZipBy Connect \(Taxi Registration\)](#). Once registered, your relevant licence plate(s) will be linked to your ZipBy account for access and payment purposes.
- (d) You must maintain and comply with the conditions of all relevant licences (including a driver's licence and applicable commercial vehicle licences), directions, authorities and permissions required by Tasmanian law from time to time.
- (e) You must also provide proof of such licences, authorities and permissions when requested to do so by an Authorised Person.
- (f) You must nominate a valid credit/debit card which may be used by ZipBy to process payments in respect of the Taxi Access Fee.
- (g) ZipBy will deduct the applicable Taxi Access Fee from the nominated credit/debit card each time you enter the Commercial Lane of the forecourt to provide a Taxi Service.
- (h) APAL reserves the right to amend the Taxi Access Fee from time to time by providing 30 days written notice via ZipBy.
- (i) If you do not agree to any amendments described in clauses 1(h) above, you may elect not to provide a Taxi Service at the Airport.
- (j) A breach of these terms and conditions may result in:
 - (i) you not being permitted to conduct a Taxi Service at the Airport; and/or
 - (ii) the issuing of a Penalty Infringement Notice.

2 Access fees

- (a) You must pay all Taxi Access Fees and other costs that you incur on the Airport in relation to your taxi.
- (b) You must not avoid a Taxi Access Fee by any means, including Tailgating through a Launceston Airport Car Park exit or entry, or using the public pick-up and drop-off lane for pick-ups.

3 Conduct at the Airport

- (a) You must drive safely at all times, comply with Airport signage and comply with directions given to you by an Authorised Person, including obeying the instructions of a taxi rank officer.

- (b) You must not behave or use language in a manner that is antisocial, threatening, offensive and/or violent.
- (c) You must not willfully or negligently cause damage to property or persons.
- (d) You must not refuse a Valid Request by a member of the public for you to provide a Taxi Service.
- (e) You must not Tout (or use Spotters to assist in Touting) for the provision of a Taxi Service to a member of the public.
- (f) You must queue in the taxi rank in an orderly fashion and otherwise conduct yourself in a manner that does not cause disruption or interference to movement of traffic.
- (g) You must not be found guilty of an indictable offence.
- (h) You must not, on the Airport, act in a manner that is inconsistent with the laws and regulations of Tasmania or the Commonwealth that apply to you, including but not limited to the Traffic Act 1925 (Tas) and the Airport (Control of on-Airport Activities) Regulations 1997 (Cth).
- (i) You must not Litter.

4 Access and Parking

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

5 Breach of terms and conditions

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

6 Liability

- (a) You indemnify APAL and agree to keep APAL indemnified against all losses which APAL may suffer arising from or in any way relating to you:
 - (i) breach of these terms and conditions; or
 - (ii) taxi,except to the extent the loss was caused or contributed to by APAL.
- (b) APAL will mitigate its loss in respect of clause 6(a).
- (c) You acknowledge that APAL is not liable to you (or any passengers in your vehicle, or any other party) for any loss, damage injury or any incidental, indirect, special, consequential or economic loss or damage (including loss

of opportunity, exemplary or punitive damages) whether to person or property (including your vehicle).

- (d) APAL, or its contractors if applicable, reserves the right to tow or enter your taxi and move it where the taxi has been left unattended or has become a hazard or you are in breach of clauses 3(a), 3(f), 3(h), or 4. You agree that APAL has no liability for any loss or damage caused as a result of entering or moving your taxi, except to the extent APAL acted negligently.

7 Privacy

- (a) In order to process and finalise your Taxi Registration, ZipBy will collect, use and store a limited amount of personal information – including but not limited to your name, address, phone number, details for a valid payment method and relevant vehicle registration details – in accordance with its privacy policy. Please see ZipBy's privacy policy at <https://zipby.app/support/>
- (b) for further information regarding the types of personal information that will be collected by ZipBy.
- (c) Such information will be collected, used and retained for the purposes of managing your Taxi Registration and will be accessible by APAL and APAL's authorised personnel for operational purposes. APAL will, on request, provide you with access to personal information it holds about you unless there is an exception which applies under the Privacy Act 1988 (Cth). APAL may recover reasonable costs of providing access to this information from you making the request.
- (d) Appropriate technology and security policies, rules and measures will be implemented to protect the personal information that APAL has under its control from unauthorised access, improper use, alteration, unlawful or accidental destruction and accidental loss.
- (e) For further detail on how APAL may collect, use, disclose and handle personal information including your right to access and update personal information or raise any privacy complaints, please see Launceston Airport's Privacy Policy at <https://launcestonairport.com.au/privacy-policy>.
- (f) Any complaints about privacy issues are to be directed to the Company Secretary, Launceston Airport.

Defined terms

"Airport" means Launceston Airport at Western Junction, Tasmania 7212.

"APAL" means Australia Pacific Airports (Launceston) Pty Ltd ACN 081 578 903.

"Authorised Person" means:

- (a) any employee of APAL and any other person who is appointed by APAL to be an authorised person for the purpose of these terms and conditions;
- (b) any employee, agent or contractor of the forecourt service provider, if any, from time to time; and
- (c) any member of the Tasmania Police or Australian Federal Police.

"Litter" means the act of polluting land as defined within section 3 of the *Litter Act 2007* (Tas).

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

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

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

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

"Taxi Access Fee" means the fee per entry to the Commercial Lane to provide a Taxi Service.

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

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

"Valid Request" means a request that is not able to be refused under the *Taxi and Hire Vehicle Industries Regulations 2023* (Tas) (as amended from time to time).

SCHEDULE 1 OUTCOME OF BREACH OF TERMS AND CONDITIONS

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