

# Terms and Conditions

The Terms and Conditions of the Taxi Transport Subsidy Scheme comprise the terms detailed here together with any other text in this document or in the application form or printed on a travel docket which is relevant to or necessary to give effect to these specified provisions.

The terms **“Scheme”** and **“TTSS”** refer to the NSW Taxi Transport Subsidy Scheme.

**“Transport for NSW”** refers to the agency of the New South Wales government which administers the NSW Taxi Transport Subsidy Scheme.

**“You”** refers to a person who is an applicant for the Scheme or who is an approved Scheme participant, as the context requires.

**“Your delegate”** refers to a person whom you approve in writing to act on your behalf in relation to your application for, your participation in, or use of the Scheme.

**“Participant”** refers to a person who has applied for and been approved to receive the benefit of subsidised taxi travel under the provisions of the Scheme.

**“Secretary”** refers to the Secretary, Transport for NSW.

**“Us”, “we” or “our”** refer to the Secretary or, as the context requires, to officers of Transport for NSW acting in accordance with administrative arrangements and/or delegations approved by the Secretary.

**“Taxi”** means a taxi as defined in the Passenger Transport Act 2014 and its successors. The Act excludes private hire vehicles (hire cars) from being classed as a taxi.

**“Travel dockets”** refers to the printed dockets issued to a Scheme participant for his or her use to pay the subsidy component of a taxi fare.

**“Breach”** refers to an act which contravenes the Terms and Conditions or a failure to act which constitutes non-compliance with the Terms and Conditions.

## 1.1 Participant responsibilities

The benefit available to you as a participant of the Scheme is subsidised taxi travel which is provided strictly in accordance with the Terms and Conditions of the Scheme as determined by the Secretary from time to time.

By applying for admittance to the Scheme and by using the travel dockets, you agree to observe the Terms and Conditions of the Scheme applicable at the time of docket use.

You acknowledge that you may be suspended or removed from participation in the Scheme and/or be prosecuted if you breach these Terms and Conditions.

You are responsible for remaining aware of the provisions of the Terms and Conditions, as they apply at the time of travel, as published on the Transport for NSW website or provided to you.

## 1.2 Use of the Scheme

- 1 A travel docket may only be used in a taxi within NSW. A travel docket can not be used in a Hire Car, Bus or any other type of vehicle that is not a taxi.
- 2 A travel docket may be used only by the participant whose name and account number appears on the docket.
- 3 You must not sell, exchange, lend or give away your travel dockets.
- 4 You are responsible for the safe keeping of your book of travel dockets and you must not leave your blank travel dockets with a taxi driver.
- 5 You must provide proof of your identity if requested by a taxi driver and the taxi driver may refuse to provide you with subsidised travel if you are unable to do so.

## Terms and Conditions (continued)

- 6 Both NSW travel docket and interstate travel vouchers must be fully completed. Wherever possible, you must complete the relevant sections such as date, time, trip details, total fare, the proportion of the fare you pay, the amount of the subsidy (up to the maximum subsidy limit printed on the docket) and signature. On interstate travel vouchers, the State or Territory in which the voucher has been used must also be completed:
  - If you are unable to complete a travel docket or interstate travel voucher, an accompanying person can complete it and sign on your behalf. The person's relationship to you should also be recorded.
  - A taxi driver should only complete your travel docket or interstate travel voucher if you are unable to do so and you do not have a carer or other person accompanying you. The driver should indicate P.U.T.S. (Passenger Unable To Sign) in the passenger's signature box.
- 7 If you lose or have your travel docket stolen, you must notify us in writing indicating the circumstances surrounding the theft or loss. You may notify us by post, fax or email and we will arrange for a new book of travel docket to be sent to you.
- 8 Transport for NSW is not responsible for reimbursing to you any taxi fare expenses under any circumstances.
- 9 If you change your name or address, you must write to us and advise us of your new details. You must include details of both your old and new name/address; date of birth; TTSS account number; and a contact telephone number.
- 10 If you change your name, you must send to us a copy of the relevant documents regarding your name change, e.g. marriage certificate, copy of deed poll. We will then issue you with a new book of travel docket in your new name. You must return to us any unused travel docket issued under your previous name.
- 11 If your medical condition improves so that you may no longer meet the eligibility criteria you must advise us so your participation in the Scheme can be reviewed.
- 12 If your medical condition changes so that you now travel in a wheelchair in taxis you must advise us so that your account details can be updated and you can be provided a different docket book.
- 13 If you are provided with a new book of travel docket for use when travelling in a wheelchair accessible taxi you must return any unused travel docket from your old book(s) to us.
- 14 You must co-operate with and respond to a request from us for an eligibility review or an independent medical eligibility assessment.
- 15 You must co-operate with and respond to a request from us to provide information to verify that your use of the Scheme is authentic, such as when subsidy payments generated on your account appear to be irregular or to exceed reasonable use.
- 16 You must co-operate with and respond to a request from us for an update of your personal details.
- 17 Your travel docket must not be used:
  - for trips for any purpose when you are not in the taxi; or
  - by your family or friends or any other person.
- 18 You must not collude with a taxi driver or any other person to provide false trip details in order to increase the subsidy payable or to avoid or reduce payment of your proportion of the fare.
- 19 You must not use more than one travel docket for a single continuous journey to avoid paying or to reduce the fare.
- 20 You must not use your travel docket to pay a taxi driver a tip or gratuity.
- 21 If your participation in the Scheme is cancelled for any reason, all unused travel docket and vouchers must be returned to us.

## 1.3 Managing the Scheme

- 1 The Secretary retains the right to regularly review and revise the Terms and Conditions of the Scheme as required.
- 2 We may warn you or we may suspend or remove you from the Taxi Transport Subsidy Scheme in cases, where:
  - 2.1 there is evidence that you have abused the benefits available under the Scheme, or have allowed or facilitated the abuse of the benefits of the Scheme, or have defrauded or facilitated fraud of the Scheme;
  - 2.2 you fail to comply with a request to undertake an eligibility review or an independent medical eligibility assessment within a stated period of time (usually 6 weeks but dependent on such matters as availability of doctors, etc);
  - 2.3 you fail to respond or to respond meaningfully to a request to verify your use of travel docket within a stated period of time (usually 21 days);
  - 2.4 you fail to comply with a request for updated personal details within a stated period of time (usually 4 weeks).
  - 2.5 you fail to comply with a request for information within a stated period of time (usually 4 weeks)
  - 2.6 we are unable to contact you because you have not informed us of your change of address or similar; or
  - 2.7 you have not used a travel docket for a period of three (3) years.
- 3 You may be suspended for a period of up to 12 months or removed permanently from the Scheme depending on the circumstances which gave rise to the suspension or removal.
- 4 We reserve the right to extend a suspension for a period of up to a further 12 months or remove you from the Scheme if you continue to fail to respond completely to a request from us.
- 5 If subsequent to being suspended you do not satisfy a request from us by providing all relevant information within the period of suspension you will be removed from the Scheme without further notice.
- 6 Notwithstanding that you may meet the medical criteria for admittance to the Scheme, we may decline your application or remove you from the Scheme on the basis that you have previously been suspended or removed from the Scheme, or have been suspended or removed from an equivalent Scheme of another State or Territory, for a breach of the Terms and/or Conditions of the relevant scheme.
- 7 You or your delegate may seek a review of a decision to suspend or remove you from the Scheme or to decline your application on grounds of a previous suspension or removal from this or an equivalent scheme by writing to the Secretary.

## 1.4 Verification of use

We may require you to verify your use of travel dockets when subsidy payments generated on your account appear to be irregular or exceed reasonable use.

If you require assistance in responding to a request regarding your use of travel dockets you or your delegate may contact us through the contact details on this form. One of our Customer Service Officers will assist you or your authorised delegate to provide the requested information.

Any information you provide is governed by the Privacy & Personal Information Protection Act 1998 and NSW Health Records and Information Privacy Act 2002 and may be used only in connection with the purpose for which it is collected or as provided by law.

## 1.5 Eligibility reviews and independent medical assessments

We may require you to undergo an independent medical assessment or an eligibility review to determine whether your disability meets or continues to meet the Scheme's eligibility criteria.

Your application for, or continued participation in, the Scheme is subject to your cooperation with our request for you to undergo such an assessment or review.

You are responsible for any medical fees associated with an eligibility review which involves your doctor completing a new application form.

We are responsible for any medical fees associated with an independent medical assessment by a doctor nominated by us.