BasicsCard Special Conditions for Taxi-cab and Minibus

Version date: May 2017

As a condition of the Merchant’s approval as a BasicsCard Merchant, the Merchant is required to comply with the following special conditions, from the date specified in the Merchant’s Approval Letter until such date as its BasicsCard Agreement is terminated.

These conditions are Special Conditions and form a part of the Merchant’s BasicsCard Agreement.

Unless the contrary intention appears, words and expressions capitalised in these Special Conditions have the meaning defined in the BasicsCard Merchant Terms.

Use of BasicsCard for payment of taxi-cab or minibus services only

* 1. The Merchant is authorised to accept BasicsCard as payment for taxi-cab or minibus services only.
  2. The Merchant must not accept BasicsCard as payment for any other type of goods or services.

Pre-payments

* 1. The Merchant must ensure that:
     1. pre-payments are only accepted for the purchase of a taxi-cab or minibus service to be supplied immediately after the pre-payment is made; and
     2. pre-payments are calculated in accordance with any designated fare specified by a relevant Regulatory Body under applicable State or Territory legislation for the proposed route.

Global positioning system installation and records

* 1. A global positioning system (GPS) must be installed in all taxi-cabs or minibuses that use a Merchant Terminal.
  2. A GPS record must be created and retained for 12 months for each journey in a taxi-cab or minibus for which a BasicsCard is accepted or a BasicsCard Transaction is processed recording:

(i) date of journey;

(ii) time and location (longitude and latitude coordinates) of pickup;

(iii) time and location (longitude and latitude coordinates) of drop off;

(iv) direction, average speed and distance travelled (kms); and

(v) driver name and taxi registration number (**GPS Data**).

* 1. If the agency requests GPS Data for taxi-cabs or minibuses using a Merchant Terminal, the Merchant must provide the GPS Data within 10 Business Days of the request or as otherwise directed by the agency.
  2. For any Suspicious Transaction (as defined in Special Condition 10), or any other BasicsCard Transaction identified for monitoring by the agency under Special Conditions 8 or 9, the Merchant must provide the agency with the following additional GPS information:
     1. simple mapping data showing when and where a vehicle commenced and concluded its journey and the route taken for that journey within two Business Days of the receipt of a request by the agency; and
     2. geographical co-ordinates, data on the vehicle’s speed and any stops throughout the journey within five Business Days of the receipt of a request by the agency.

Monitoring and identification of transactions

* 1. The Merchant must monitor, for a period of one month or any other period specified by the agency, all transactions made by one or more Merchant Personnel who:
     1. the agency has notified the Merchant is reasonably suspected to have engaged in conduct in contravention of the Merchant Terms; or
     2. is suspected by the Merchant of having engaged in conduct in contravention of the Merchant Terms,

such monitoring to commence from the date of the notice referred to in Special Condition 8(a) or as soon as practicable after the date upon which the Merchant learns of suspected conduct in contravention of the Merchant Terms as the case may be.

* 1. In addition to the monitoring referred to in Special Condition 8, the Merchant must, where it is requested to monitor the use of a particular BasicsCard by the agency, monitor for a period of one month, all transactions on its network where that card has been used.
  2. When conducting the monitoring referred to in Special Conditions 8 and 9, the Merchant must prepare a list of all transactions processed by the particular Merchant Personnel or using the particular BasicsCard each day and identify any Suspicious Transactions by adopting the following criteria:
     1. bundled transactions (being multiple transactions from one or more BasicsCards being processed within a short period of time);
     2. single transactions above $100 (one-hundred Australian dollars);
     3. any other transaction that has characteristics that suggest it may have been made in breach of the Merchant Terms,

(separately or together, a **Suspicious Transaction**).

* 1. For any Suspicious Transaction, the Merchant must crosscheck that transaction against GPS and mapping data to determine whether the Suspicious Transaction may be the result of a split fare between several passengers.
  2. The Merchant must:
     1. report weekly to the agency on the results of any monitoring under Special Conditions 8 or 9;
     2. in respect of any Suspicious Transaction identified through monitoring under Special Conditions 8 or 9, provide the agency with details of the Suspicious Transaction; and
     3. provide any other information as the agency may reasonably request in relation to monitoring under Special Conditions 8 or 9, including information about Suspicious Transactions.

Updating operator agreements

* 1. Where requested by the agency, the Merchant must, as soon as practicable, require all Merchant Personnel operating or driving a taxi-cab or minibus to enter into an agreement with the Merchant which contains terms to the following effect as a condition of their ability to process BasicsCard Transactions under the Merchant’s Approval:
     1. that the Merchant Personnel agrees to comply with the Merchant Terms, in the same manner as if the Merchant Personnel were a party to the Merchant’s BasicsCard Agreement, and in particular clauses 1.2, 2 and 3 of the Merchant Terms;
     2. that, if the Merchant identifies evidence which it reasonably considers establishes that the Merchant Personnel may have breached the Merchant Terms (as incorporated into the agreement between the Merchant Personnel and the Merchant), then that Merchant Personnel's employment contract or other agreement with the Merchant may be suspended or terminated at the Merchant’s absolute discretion;
     3. that the Merchant Personnel must report to the Merchant any transactions that the Merchant Personnel reasonably suspects may have been made in breach of the Merchant Terms;
     4. that the Merchant Personnel agrees to provide the Merchant with all information, assistance and co-operation which the Merchant reasonably requests, including, without limitation, for the purpose of any investigation by the Merchant of the Merchant Personnel's compliance with the Merchant Terms; and
     5. that the Merchant Personnel will prominently display any notice required by the Merchant within the interior of a taxi-cab or minibus (of no more than 10cm x 5cm in size), as may be required of the Merchant by the agency.
  2. The requirement of Merchant Personnel agreements referred to in Special Condition 13 are in addition to the Merchant’s obligations to ensure compliance by Merchant Personnel under the Merchant Terms.

Training for Merchant Personnel

* 1. Where requested by the agency, the Merchant must require all Merchant Personnel operating or driving a taxi-cab or minibus to attend a Merchant delivered training session that includes training on compliance with the Merchant Terms, and the consequence of non-compliance, as a condition of their continued operation on the Merchant’s network.

Suspension and termination of Merchant Personnel

* 1. The Merchant must implement a system for responding to suspected non-compliance with the Merchant Terms by Merchant Personnel operating or driving a taxi-cab or minibus, which should include a process by which Merchant Personnel may be suspended or terminated from the Merchant’s network for suspected non-compliance with the Merchant Terms.
  2. The Merchant must notify the agency of every instance of suspected non-compliance with the Merchant Terms by Merchant Personnel operating or driving a taxi-cab or minibus, including the nature of the suspected non-compliance, any evidence in support, any explanation offered by the Merchant Personnel and the action taken by the Merchant in response (including any disciplinary action against the Merchant Personnel).