

PREAMBLE

The persons who, from time to time, are members of the Association are members of an incorporated association by the name given in rule 1 of the following rules.

Under Section 46 of the Associations Incorporation Reform Act 2012, these rules are taken to constitute the terms of a contract between the Association and its members.

PART 1 – PRELIMINARY

1. Name

The name of the incorporated association is “**Calibre Taxi & Ride share Club Inc**” (the association)

2. Purpose

The purpose of the association is to assist taxi/ride share vehicle owners with the management of the consequences of collisions involving their taxi/ride share vehicles for property damage and other economic loss but excluding personal injury.

3. Financial Year

The financial year of the association is each period of 12 months ending on June 30.

PART 2 – MEMBERSHIP

4. To become a member of the club, an Applicant must:

4.1. Be a natural person or a company, organization, or partnership.

4.2. Be a taxi owner or rideshare vehicle owner.

4.3. Complete the required application for membership form and have the application accepted by the association.

4.4. Agree to abide by the rules of the club.

4.5. Make any payment (membership contribution) required by the association.

5. To remain a member of the club the member must pay the yearly (or such other period s agreed) membership contribution.

6. Should a party’s membership be cancelled any rights and entitlements that the member may have had to assistance following damage to their vehicle shall cease.

7. All membership contributions must be paid by the date specified in any renewal notice failing which the membership, and any liability of the club to assist with vehicle repairs or any other loss will cease from that date.

8. If a member is found to have criticised, disparaged or otherwise to have made negative comments about the club in any form and at any time, the members membership will cease from the time of making that criticism or other comment.

9. If a member is found to have breached their agreement with the club or any of the club rules, their membership will be automatically cancelled and the payment of any previous or current claims may be refused.
10. Members who have had an accident, whether at fault, and wish to obtain assistance of the club must allow the club to manage all aspects of the repair process and any recovery.
11. Any member who decides to handle their cases themselves is in breach of the club rules and the membership will be cancelled immediately. The member's entitlement to payment for their own loss and where the member is at fault the payment to the other party for their loss, shall be refused.
12. The club has sole discretion to appoint a repairer under this agreement. Any member who chooses to get their car repaired from any other repairer than one chosen by the club shall be disqualified for assistance with the repair and membership of the club.
13. Members must nominate their drivers to the club in writing and the club has the authority to increase the amount of contribution depending on the number of drivers.
14. The club has the authority to refuse any claim if the driver involved in the accident had not been nominated to the club beforehand.
15. A member may resign by the notice of 15 days in writing given to the club failing which any membership contribution falling due shall be payable to the club as a debt.

PART 3 – CLAIMS

16. All accidents, whether at-fault or not, must be reported to the club within 24 hours. If the club is not notified within that time, the club has the right to refuse the claim.
17. In case of any uncertainty as to whether the member is at-fault or not at-fault in an accident, all excess must be submitted together with the claim form. The club shall, at its absolute discretion, decide whether a claim is at fault or not at fault.
18. Until liability is accepted by any Third-Party Insurer, a member is only covered up to \$10,000.00 for any third-party property damage caused by their vehicle.
19. No member or driver should admit liability at the scene of an accident or incident, nor at any time, without the written consent of the club. Any person breaching this rule shall have the claim disallowed.
20. Members and their drivers shall be responsible for getting all details of all vehicles, property & other items involved in the accident. Failing to do so may invalidate a part or whole of the claim.
21. No information about the accident, at any point, should be given to the third party (pictures, video footage, what or how the accident happened, whose fault it is etc.). Any person breaching this rule shall have the claim disallowed.
22. Members vehicles covered by this agreement must be always kept in a roadworthy condition; particular attention is to be given to the tyres as they must be, both, standard and roadworthy. The club does not cover radios, car phones, taximeters, and other miscellaneous fittings.
23. In case of a collision where the member is at-fault, the total excess referred to in the schedule to this agreement is to be paid immediately when lodging the claim.

24. Any collision with any object not under the control of another party will be an at fault event. Examples are where the vehicle has been damaged by impact with an animal or inanimate object.
25. The absence of or failure to identify a third party will be deemed an at fault event and an excess is payable together with all other consequences of that deeming.
26. No claim will be accepted nor deemed to have been made until the excess has been paid. If repairs are still being completed to your vehicle, it will not be released from the workshop until full payment of excess is received. If the vehicle has been fully repaired, an invoice will be sent to the member and if payment is not received, this agreement is cancelled, and the member is liable to legal proceedings that will commence without further notice.
27. In a case where the member's vehicle is assessed as a total loss, replacement value shall be at the market value of the vehicle prior to the accident. The amount paid will be determined by an assessment report provided by an independent authorised assessor.
28. Any vehicle involved in an accident that has caused the vehicle to be assessed as a total loss will, in relation to that vehicle have the effect of rendering the member's policy as suspended and a new policy is to be produced and payment is to be made for any other replacement or other vehicle.
29. A nominated vehicle is disqualified from cover if it was:
 - 29.1. Being driven by or was under the charge of any person under the influence of intoxicating liquor or any drug.
 - 29.2. Conveying any load or carrying a few passengers more than that for which the vehicle is constructed and/or is licensed to carry, contrary to the provisions of the law enforced in the State of Victoria relating to taxi cabs; Being used in an unsafe condition or unroadworthy condition; being used for the convenience of passengers for reward hire or fare other than as a registered taxicab.
 - 29.3. Being used outside the state of Victoria.
 - 29.4. Damaged because of a fire not arising because of direct collision.
 - 29.5. Damaged by floods or water logging.
30. The member is entitled for loss of income @ \$220.00 per day or equivalent replacement vehicle, for a not at-fault claim subject to recovery. The member is not entitled to loss of income if the vehicle is a total loss/written off.
31. Loss of income will not be provided for imported vehicles or where parts for repair are on back order. In either circumstance only a replacement vehicle will be supplied.
32. In case of an at-fault accident, the member is not entitled to loss of income or a replacement vehicle.
33. In case of an accident, the driver and the owner must remain in Australia for the duration of the recovery which includes all court proceedings (if any). the driver and the owner must provide evidence where liability regarding the accident is in issue. Failure to do so will result in the driver and owner being responsible jointly and severally for all the costs payable to the third party.
34. During any claim recovery, the owner must always ensure the driver's availability and cooperation. Should recovery be limited in any way by reason of the driver being unavailable then the owner will be responsible for all amounts incurred by the club by reason of the driver's absence including the owner's own loss.

35. During any claim recovery the owner must cooperate in every way to assist with the recovery including retaining or always having access to the vehicle.
36. During any claim recovery the owner must maintain membership of the club failing which the owner will become liable for all expenses incurred by the club in relation to the owner's claim.
37. In case of an accident, the member/driver must note down the following information of the third party: Full name and contact information, Insurance company and policy number, Driver's license, and license plate number. Failing to do so constitute grounds for the club to refuse the claim.
38. The member/driver must provide accurate information as to the circumstances of the collision. Providing inaccurate and/or misleading information will result in the club refusing to indemnify the driver and/or owner. The driver and/or owner will be responsible for all court orders and the costs made against the plaintiff.
39. It is obligation of the owner/member to pay all due excesses to the club and not the driver. It is the owner's responsibility to recover the cost of the payment from the driver.
40. If your vehicle is reported as stolen, vandalised or maliciously damaged, the vehicle will be repaired once it is found. The excess is payable in that case.
41. Our members receive free tow facility in not at-fault accidents. The tow is chargeable in at-fault cases.
42. In addition to the requirements outlined in the other rules, the following is also required within 2 days of lodging the claim:
 - 42.1. Taking sheets for at least a period of three weeks prior to the accident
 - 42.2. Vehicle registration papers
 - 42.3. Business activity statement (BAS)
 - 42.4. Uber 3-month Tax summary
 - 42.5. Failure to provide this information can cause club to refuse to pay loss of income.

PART 3 - COMMITTEE RESPONSIBILITIES

43. The committee in its absolute discretion is responsible for accepting or rejecting applications for membership.
44. Any infringement of the rules will be considered as grounds for termination of the offending members membership which shall be in the committee's absolute discretion.
45. Where the committee has reason to believe that a member has breached these rules the committee may consider any sanction against the member including termination of membership.
46. If the committee is satisfied that there are sufficient grounds for taking disciplinary action against a member, the committee must appoint a disciplinary subcommittee to (or the committee itself must) hear the matter and determine what action, if any, to take against the member.
47. The member of the disciplinary sub-committee may be committee members, members of the association or anyone else; but may not be biased against, or in favour of, the member concerned.



SCHEDULE

STANDARD SEDAN/STATION WAGON VEHICLE EXCESS:

Standard excess for taxi owner and driver	\$1300
Standard excess for rideshare	\$1000
Second accident excess during short time goes up: (Short period of 6 months)	\$500
Additional excess for drivers below the age of 25 years:	\$500
Standard excess for total loss:	\$2500