PREAMBLE

The individuals who, from time to time, are members of the Club shall be members of an incorporated club under the name specified in Rule 1 of the following rules. In accordance with Section 46 of the Clubs Incorporation Reform Act 2012, these rules are deemed to constitute the terms of a contract between the Club and its members.

PART 1 - PRELIMINARY

1. **Name**
   The name of the incorporated association is "Classic Taxi & Ride Share Club INC" (the "association").

2. **Purpose**
   The purpose of the Club is to provide assistance to taxi/rideshare vehicle owners in managing the consequences of collisions involving their taxi/rideshare vehicles, including property damage and other economic loss, excluding personal injury, personal belongings.

3. The financial year of the Club shall be each period of 12 months, concluding on June 30.

PART 2 - MEMBERSHIP

4. To qualify as a member of the Association, an applicant must:
   4.1. Be a natural person, or alternatively, a corporate entity, partnership, or other legally recognized organization.
   4.2. Be the legal and registered owner of a taxi or rideshare vehicle.
   4.3. Duly complete and submit the requisite membership application form, which must be formally accepted by the Association.
   4.4. Undertake and covenant to adhere to all rules, regulations, policies, and directives established by the Association from time to time.
   4.5. Remit the requisite membership fee or contribution, as determined by the Association in its sole discretion.

5. In order to retain and maintain active membership status within the Association, the member must make prompt payment of the annual membership fee, or such other periodical contributions as may be stipulated by the Association from time to time.

6. Upon the termination of a member's membership, whether voluntary or involuntary, all rights, privileges, and entitlements to any benefits or assistance, including but not limited to claims related to vehicle repairs, shall immediately cease and become void.

7. If any membership contribution is not paid by the date specified in the renewal notice, the membership, and any associated liability of the Club to assist with vehicle repairs or any other loss, shall be terminated from that date.

8. If a member is found to have criticized, disparaged, or otherwise made negative comments about the Club or any team working for the Club, in any form and at any time, the member's membership shall cease as of the time the criticism or negative comment was made.

9. Should a member be found to have breached any provision of these rules, or any other agreement or contract entered into with the club, the membership shall be automatically revoked, and the club may, at its sole discretion, withhold payment of any pending or future claims.

10. Members who have been involved in an accident, whether at fault or not, and wish to seek the assistance of the Club, must permit the Club to manage all aspects of the repair process and recovery.

11. Any member who elects to handle their claims independently shall be in breach of the Club's rules, and their membership shall be immediately cancelled. Additionally, the member's entitlement to reimbursement for their own loss, and where the member is at fault, payment to the other party for their loss, shall be denied.

12. The Club has sole discretion to appoint a repairer under this agreement. Any member who elects to have their vehicle repaired by any party other than the repairer appointed by the Club shall forfeit assistance with repairs and membership in the Club.

13. Members must nominate their drivers to the Club in writing, and the Club has the authority to adjust the membership contribution depending on the number of drivers.

14. The Club reserves the right to refuse any claim if the driver involved in the accident had not been previously nominated by the member. The Club does not cover drivers holding international licenses.

15. A member may resign from the Club by providing written notice at least seven (7) days in advance. If such notice is not provided, any outstanding membership contributions shall remain payable to the Club as a debt.

PART 3 - CLAIMS

16. All accidents, whether attributable to the member's fault or not, must be reported to the Club within twenty-four (24) hours. Failure to report an accident within this period shall entitle the Club to refuse the associated claim.

17. In cases where there is uncertainty as to whether the member is at fault, the assistance fee must be submitted along with the claim form. The Club shall, at its absolute discretion, determine whether the claim is at fault or not at fault.

18. Until liability is accepted by any third-party insurer, the member will be covered up to a maximum of $10,000 for any third-party property damage caused by their vehicle.

19. No member or driver shall admit liability at the scene of an accident or incident, nor at any time thereafter, without the prior written consent of the Club. Any breach of this rule shall result in the disallowance of the claim.

20. Members and their drivers are obligated to procure and maintain comprehensive details of all third parties involved in the accident, including, but not limited to, full names, contact details, insurance information, driver's license numbers, and vehicle registration details. Failure to comply with this provision may invalidate the claim in part or in full.

21. No member or driver shall disclose or provide any information related to the accident, including photographs, video recordings, or statements regarding fault, to any third party without the prior written consent of the Association. Any breach of this provision shall result in the disallowance of the claim.

22. Vehicles covered by this agreement must be maintained in a roadworthy condition, with particular attention to compliance with road safety standards for tyres. The Association does not provide coverage for non-essential vehicle accessories such as radios, car phones, taximeters, or other miscellaneous fittings.

23. In the event of an at-fault collision, the total assistance fee, as outlined in the schedule to this agreement, must be paid immediately upon lodging the claim.

24. Any incident where the vehicle collides with an object not under the control of a third party, including damage caused by animals or inanimate objects, shall be considered an at-fault event, and the member shall be required to pay the assistance fee.

25. Failure to identify a third-party vehicle or individual involved in the accident shall be considered an at-fault event, and the member shall be liable for the assistance fee payment and any resulting liabilities and other consequences.

26. No claim shall be accepted or deemed to have been made until the assistance fee has been paid.

27. If repairs are still being carried out on the vehicle, it will not be released from the workshop until full payment of the assistance fee is received.

28. If the vehicle has already been repaired, an invoice shall be issued, and non-payment will result in cancellation of the agreement and potential legal proceedings.

29. In the event that a member's vehicle is assessed as a total loss, the replacement value shall be determined by the market value of the vehicle prior to the accident, as assessed by an independent authorized assessor instructed by the club.

30. If the vehicle is assessed as a total loss, the member's policy shall be suspended, and a new policy must be created for the replacement vehicle, with appropriate payments made.

31. A nominated vehicle shall be disqualified from coverage if it:
    29.1. Is being driven by a person under the influence of intoxicating liquor or any drug.
    29.2. Is carrying an unlawful number of passengers or loads, or is used in an unsafe or unroadworthy condition.
    29.3. Is being used outside the state of Victoria.
    29.4. Sustains damage due to fire, not resulting from direct collision.
    29.5. Is damaged due to floods or waterlogging.

32. Members are entitled to loss of income at a rate of $220.00 per day, or equivalent replacement vehicle, in the case of a not-at-fault claim subject to recovery. Members are not entitled to loss of income if the vehicle is a total loss.

33. Loss of income will not be provided for imported vehicles or when parts for repair are on back order. In such circumstances, only a replacement vehicle will be supplied.

34. In the event of an at-fault accident, no loss of income or replacement vehicle will be provided.

35. Both the driver and the owner must remain in Australia during the recovery process, including any legal proceedings. Failure to do so will result in the driver and owner becoming jointly and severally responsible for all costs payable to any third party.

36. During claim recovery, the vehicle owner must ensure the driver's availability and cooperation. Any failure by the driver to cooperate will make the owner responsible for all costs incurred by the Club.

37. The vehicle owner/driver must provide full cooperation with the Association during the claim's recovery process, including assisting with any legal proceedings. Failure to do so will result in the refusal of the claim and the owner becoming liable for all related costs.

38. During any recovery of claim, the owner must maintain their membership in the Club. Failure to do so will result in the owner becoming liable for all expenses incurred by the Club regarding the claim.

39. The member/driver must record the following information for the third party involved in the accident: full name, contact information, insurance details, driver's license, and vehicle registration. Failure to do so constitutes grounds for the refusal of the claim.

40. The member/driver must provide accurate and truthful information regarding the circumstances of the accident. Inaccurate or misleading information will result in the Club refusing to indemnify the driver or owner.

41. It is the responsibility of the vehicle owner/member to pay all due assistance fee to the Club, not the driver. It is the owner's responsibility to recover the cost from the driver.

42. If the vehicle is reported stolen, vandalized, or maliciously damaged, it will be repaired upon recovery. The assistance fee remains payable in such instances.

43. Members receive free towing in not-at-fault accidents. Towing is chargeable in at-fault accidents.

44. The following documentation must be provided within 2 days of lodging a claim:
    42.1. Sheets from at least 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 documentation may result in the Club refusing loss of income.
    42.6. Logbook Details (Logbook or Login Details must be provided).

PART 4- COMMITTEE RESPONSIBILITIES

43. The committee, in its absolute discretion, is responsible for the acceptance or rejection of membership applications.

44. Any breach of these rules may result in termination of membership, at the discretion of the committee.

45. Where the committee believes a member has breached the rules, it may impose sanctions, including termination of membership.

46. If the committee determines sufficient grounds exist for disciplinary action, it must appoint a disciplinary subcommittee to hear the matter and decide on

Assistance Fee

Assistance Fee for taxi	$1300
Assistance Fee for rideshare/ubereats/private	$1000
Additional Second Assistance Fee during short time goes up: (Short period of 6 months)	$500
Assistance Fee for drivers below the age of 25 years:	$2500
Assistance Fee for total loss:	$2500

CLASSIC TAXI
& Rideshare club

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